



# JEFFERSON PARISH DEPT OF COMMUNITY DEVELOPMENT

## HOME Developer Policies and Procedures

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### APPLICABILITY OF VARIOUS REQUIREMENTS

Number of HOME Units	Submission/Requirement
5 or more HOME Units	High and Low HOME Units Affirmative Marketing Plan
10 or more HOME Units	Financial Oversight Requirements
12 or more HOME Units	Davis-Bacon and Prevailing Wage Requirements
Number of TOTAL Units	Submission/Requirement
15 or more Total Units	Third Party Market Study Property Management Plan
30 or more Total Units	Direct Management by Owner triggers submission of Property Management Plan



# **JEFFERSON PARISH DEPT OF COMMUNITY DEVELOPMENT**

## HOME Developer Policies and Procedures

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### **AFFIRMATIVE MARKETING PLAN FORMS**

Single Family - <https://www.hud.gov/sites/documents/935-2B.PDF>

# Affirmative Fair Housing Marketing (AFHM) Plan - Single Family Housing

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013  
(exp. 12/31/2016)

1a. Applicant's Name, Address (including City, State & Zip code) & Phone Number	1c. Development Number	1d. Number of Units
	1e. Price Range From \$ To \$	1f. Type of Housing <input type="checkbox"/> Development <input type="checkbox"/> Scattered Site
	1g. Approximate Starting Dates (mm/dd/yyyy) Advertising Occupancy	

1b. Development's Name, Location (including City, State and Zip code)	1h. Housing Market Area	1i. Census Tract
	1j. Sales Agent's Name & Address (including City, State and Zip Code)	

<b>2. Type of Affirmative Marketing Area</b> (check all that apply)  <input type="checkbox"/> White (non-minority) Area <input type="checkbox"/> Minority Area <input type="checkbox"/> Mixed Area (with _____ % minority residents)	<b>3. Direction of Marketing Activity</b> (Indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts)  <input type="checkbox"/> White <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Persons with Disabilities <input type="checkbox"/> Families with Children <input type="checkbox"/> Other _____ Specify _____ (e.g. specific ethnic group, religion, etc.)
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**4a. Marketing Program: Commercial Media** (Check the type of media to be used to advertise the availability of this housing)

☐ Newspapers/Publications    ☐ Radio    ☐ TV    ☐ Billboards    ☐ Other (specify)

Name of Newspaper, Radio or TV Station	Group Identification of Readers/Audience	Size/Duration of Advertising

**4b. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster**

(1) Will brochures, letters, or handouts be used to advertise? ☐ Yes    ☐ No    If "Yes", attach a copy or submit when available.

(2) For development site sign, indicate sign size \_\_\_\_\_ x \_\_\_\_\_; Logo type size \_\_\_\_\_ x \_\_\_\_\_. Attach a photograph of sign or submit when available.

(3) HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the ☐ Sales Office    ☐ Real Estate Office    ☐ Model Unit    ☐ Other (specify)

4c. **Marketing Program: Community Contacts.** To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below which are located in the housing market area. If more space is needed, attach an additional sheet. Notify HUD-Housing of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

Name of Group/Organization	Group Identification	Approximate Date (mm/dd/yyyy)	Person Contacted (or to be Contacted)
Address & Phone Number	Method of Contact		Indicate the specific function the Group/Organization will undertake in implementing the marketing program

5. **Reserved**

6. **Experience and Staff Instructions** (See instructions)

6a. Staff has affirmative marketing experience.  
☐ No ☐ Yes

6b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFHM Plan. Attach a copy of the instructions to staff regarding fair housing.

7. **Additional Considerations** Attach additional sheets as needed.

8. **Compliance with AFHM Plan Regulations:** By signing this form, the applicant agrees to ensure compliance with HUD's Affirmative Fair Housing Marketing Regulations (24 CFR 200.620).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

Title & Name of Company

For HUD-Office of Housing Use Only	For HUD-Office of Fair Housing and Equal Opportunity Use Only
Approved _____ Disapproved _____ (Check One)	
Signature & Date (mm/dd/yyyy)	Signature & Date (mm/dd/yyyy)
Name (type or print)	Name (type or print)
Title	Title

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

**In General:** The Affirmative Fair Housing Marketing (AFHM) Plan is used to ensure that Federal Housing Administration (FHA)-insured single family housing developers are taking necessary steps to eliminate discriminatory practices and to overcome the effects of past discrimination involving Federally insured housing. No application for any housing development insured under the Department of Housing and Urban Development's (HUD) housing programs, shall be funded without a HUD-approved AFHM Plan (See the "Applicability" section in the instructions below.) Single family housing developers complete the AFHM Plan only during the application process and the AFHM Plan is in effect until after initial occupancy. The responses are required to obtain or retain benefits under the Fair Housing Act, Section 808(e)(5) & (6) and 24 CFR Part 200, Subpart M. The form contains no questions of a confidential nature.

**Applicability:** Single family developers should answer the following two questions to determine if they need to complete an AFHM Plan or if they should complete block 11 on Form HUD-92541, Builder's Certification of Plans, Specifications, & Site. (See HUD Mortgagee Letter 1995-18 dated April 28, 1995 and 2001-09 dated April 2, 2001 for further instructions).

Question 1. (Check if applicable)

- ☐ a. Did you sell five (5) or more houses in the last twelve (12) months with HUD mortgage insurance?
- ☐ b. Do you intend to sell five (5) or more houses within the next twelve (12) months with HUD mortgage insurance?

If you did **not** check 1a or 1b, you do **not** have to complete an AFHM Plan. You should complete block 11 on the HUD-92541.

If you checked 1a and/or 1b, you must go to Question 2.

Question 2. (Check if applicable)

- ☐ a. I am a signatory in good standing to a Voluntary Affirmative Marketing Agreement (VAMA).
- ☐ b. I have an AFHM Plan that HUD approved.
- ☐ c. I have contracted with a company that has an AFHM Plan or who is a signatory to a VAMA to market my houses.
- ☐ d. I certify that I will comply with the following: (a) Carry out an affirmative marketing program to attract all minority and majority groups to the housing for initial sale. Such a program shall typically involve publicizing to minority persons the availability of housing opportunities regardless of race, color, religion, sex, disability, familial status or national origin, through the type of media customarily utilized by the applicants; (b) Maintain a nondiscriminatory hiring policy in recruiting from both minority and majority groups; (c) Instruct all employees and agents in writing and orally of the policy of nondiscrimination and fair housing; (d) Conspicuously display the Fair Housing Poster in all Sales Offices, include the Equal Housing Opportunity logo, slogan and statement in all printed material used in connection with sales, and post in a prominent position at the project site a sign that displays the Equal Opportunity logo, slogan or statement, as listed in 24 CFR 200.620 and appendix to subpart M to part 200. I understand that I am obliged to develop and maintain records on these activities, and make them available to HUD upon request.

If you checked "a, b, c, or d" in Question 2, you do **not** have to complete an AFHM Plan. You should complete block 11 on the HUD-92541.

If you did **not** check “a, b, c or d” in Question 2, you must complete an AFHM Plan.

Each applicant is required to carry out an affirmative program to attract prospective buyers of all minority and non-minority groups in the housing market area regardless of their race, color, religion, sex, national origin, disability or familial status (24 CFR 200.620). Racial groups include White, Black or African American, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander. Other groups in the housing market area who may be subject to housing discrimination include, but are not limited to, Hispanic or Latino, persons with disabilities, families with children, or persons of different religious affiliations. The applicant shall describe in the AFHM Plan the proposed activities to be carried out during advance marketing, where applicable, and the initial sales period. The affirmative marketing program also should ensure that any group(s) of persons ordinarily **not** likely to apply for this housing without special outreach (See Part 3), know about the housing, feel welcome to apply and have the opportunity to buy.

## INSTRUCTIONS

**Send completed form to:** your local HUD Office  
**Attention:** Director, Office of Housing

### **Part 1-Applicant and Project Identification.**

Blocks 1a thru 1f-Self-Explanatory. Block 1g-the applicant should specify the approximate date for starting the marketing activities and the anticipated date of initial occupancy. Block 1h-the applicant should indicate the housing market area, in which the housing will be located. Block 1i - the applicant may obtain census tract location information from local planning agencies, public libraries and other sources of census data. Block 1j the applicant should complete only if a Sales Agent (the agent can not be the applicant) is implementing the AFHM Plan.

### **Part 2-Type of Affirmative Marketing Area:**

The AFHM Plan should indicate the approximate racial composition of the housing market area in which the housing will be located by checking one of the three choices. Single family scattered site builder should submit an AFHM Plan that reflects the approximate racial composition of each housing market area in which the housing will be located. For example, if a builder plans to construct units in both minority and non-minority housing market areas, a separate AFHM Plan shall be submitted for each housing market area.

**Part 3-Direction of Marketing Activity.** Indicate which group(s) the applicant believes are least likely to apply for this housing without special outreach. Consider factors such as price or rental of

housing, sponsorship of housing, racial/ethnic characteristics of housing market area in which housing will be located, disability, familial status, or religious affiliation of eligible population, public transportation routes, etc.

**Part 4-Marketing Program.** The applicant shall describe the marketing program to be used to attract all segments of the eligible population, especially those groups designated in Part 3 of this AFHM Plan present in the housing marketing area that are least likely to apply. The applicant shall state: the type of media to be used, the names of newspaper/call letters of radio or TV stations; the identity of the circulation or audience of the media identified in the AFHM Plan (e.g., White, Black or African American, American Indian or Alaska Native, Asian, Native Hawaiian or Other Pacific Islander, Hispanic or Latino, persons with disabilities, families with children, and religious affiliation), and the size or duration of newspaper advertising or length and frequency of broadcast advertising. Community contacts include individuals or organizations that are well known in the housing market area or the locality that can influence persons within groups considered least likely to apply. Such contacts may include, but need not be limited to: neighborhood, minority and women’s organizations, grass roots faith-based or other community based organizations, labor unions, employers, public and private agencies, disability advocates, schools and individuals who are connected with these organizations and/or are well-known in the community. Applicants should notify their local HUD–Office of Housing of any changes to the list in Part 4c of this AFHM Plan.

## **Part 5-Reserved**

### **Part 6-Experience and Staff Instructions.**

- 6a. The applicant should indicate whether he/she has had previous experience in marketing housing to group(s) identified as least likely to apply for the housing.
- 6b. Describe the instructions and training provided or to be provided to sales staff. This guidance to staff must include information regarding Federal, State and local fair housing laws and this AFHM Plan.

Copies of any written materials should be submitted with the AFHM Plan, if such materials are available.

**Part 7-Additional Considerations.** In this section describe other efforts not previously mentioned which are planned to attract persons least likely to apply for the housing.

### **Part 8-Compliance with AFHM Plan Regulation.**

By signing, the applicant assumes full responsibility for implementing the AFHM Plan. HUD may monitor the implementation of this AFHM Plan at any time and request modification in its format or content, where deemed necessary.

**Notice of Intent to Begin Marketing.** No later than 90 days prior to the initiation of sales marketing activities, the applicant with an approved AFHM Plan shall submit notice of intent to begin marketing. The notification is required by the Affirmative Fair Housing Marketing Plan Compliance Regulations (24 CFR Part 108.15). It is submitted either orally or in writing to the Office of Housing in the appropriate HUD Office servicing the locality in which the proposed housing will be located.

OMB approval of the Affirmative Fair Housing Plan includes approval of this notification procedure as part of the AFHM Plan. The burden hours for such notification are included in the total designated for this AFHM Plan form.



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## HOME Developer Policies and Procedures

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### **AFFIRMATIVE MARKETING PLAN FORMS**

Multi-family - <https://www.hud.gov/sites/documents/935-2A.PDF>



Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

# Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing  
and Urban Development  
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013  
(exp.12/31/2016)

1a. Project Name & Address (including City, County, State & Zip Code)	1b. Project Contract Number	1c. No. of Units
	1d. Census Tract	
	1e. Housing/Expanded Housing Market Area	

1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1h. Entity Responsible for Marketing (check all that apply)

Owner      Agent      Other (specify)

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

2a. Affirmative Fair Housing Marketing Plan

Plan Type

Date of the First Approved AFHMP:

Reason(s) for current update:

2b. HUD-Approved Occupancy of the Project (check all that apply)

Elderly

Family

Mixed (Elderly/Disabled)

Disabled

2c. Date of Initial Occupancy

2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin

**For existing projects, select below the reason advertising will be used:**

To fill existing unit vacancies

To place applicants on a waiting list (which currently has individuals)

To reopen a closed waiting list (which currently has individuals)

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**3a. Demographics of Project and Housing Market Area**

Complete and submit Worksheet 1.

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**3b. Targeted Marketing Activity**

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

White	American Indian or Alaska Native	Asian	Black or African American
Native Hawaiian or Other Pacific Islander		Hispanic or Latino	Persons with Disabilities
Families with Children	Other ethnic group, religion, etc. (specify)		

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**4a. Residency Preference**

Is the owner requesting a residency preference? If yes, complete questions 1 through 5.

If no, proceed to Block 4b.

(1) Type

(2) Is the residency preference area:

The same as the AFHMP housing/expanded housing market area as identified in Block 1e?

The same as the residency preference area of the local PHA in whose jurisdiction the project is located?

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

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**4b. Proposed Marketing Activities: Community Contacts**

Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

**4c. Proposed Marketing Activities: Methods of Advertising**

Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

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**5a. Fair Housing Poster**

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

Rental Office	Real Estate Office	Model Unit	Other (specify)
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**5b. Affirmative Fair Housing Marketing Plan**

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

Rental Office	Real Estate Office	Model Unit	Other (specify)
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**5c. Project Site Sign**

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

Rental Office	Real Estate Office	Model Unit	Entrance to Project	Other (specify)
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The size of the Project Site Sign will be                      x

The Equal Housing Opportunity logo or slogan or statement will be                      x

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**6. Evaluation of Marketing Activities**

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

**7a. Marketing Staff**

What staff positions are/will be responsible for affirmative marketing?

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**7b. Staff Training and Assessment: AFHMP**

- (1) Has staff been trained on the AFHMP?
- (2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)?
- (3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?
  
- (4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act?
- (5) If yes, how and how often?

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**7c. Tenant Selection Training/Staff**

- (1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?
  
- (2) What staff positions are/will be responsible for tenant selection?

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**7d. Staff Instruction/Training:**

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

**8. Additional Considerations** Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

**9. Review and Update**

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

Title & Name of Company

For HUD-Office of Housing Use Only	For HUD-Office of Fair Housing and Equal Opportunity Use Only	
Reviewing Official:	Approval	Disapproval
Signature & Date (mm/dd/yyyy)	Signature & Date (mm/dd/yyyy)	
Name (type or print)	Name (type or print)	
Title	Title	

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

**Purpose of Form:** All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

**Applicability:** The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

#### **INSTRUCTIONS:**

**Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing**

#### **Part 1: Applicant/Respondent and Project**

**Identification.** Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (<http://factfinder2.census.gov/main.html>) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

#### **Part 2: Type of AFHMP**

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

### **Part 3 Demographics and Marketing Area.**

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

### **Part 4 - Marketing Program and Residency Preference (if any).**

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described.

**Please attach a copy of the advertising or marketing material.**

### **Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.**

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

## **Part 6 - Evaluation of Marketing Activities.**

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

## **Part 7- Marketing Staff and Training.**

Block 7a - Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.

Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

## **Part 8 - Additional Considerations.**

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

## **Part 9 - Review and Update.**

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

## **Notification of Intent to Begin Marketing.**

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.



**Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities**  
**(See AFHMP, Block 3b)**

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

<b>Demographic Characteristics</b>	<b>Project's Residents</b>	<b>Project's Applicant Data</b>	<b>Census Tract</b>	<b>Housing Market Area</b>	<b>Expanded Housing Market Area</b>
% White					
% Black or African American					
% Hispanic or Latino					
% Asian					
% American Indian or Alaskan Native					
% Native Hawaiian or Pacific Islander					
%Persons with Disabilities					
% Families with Children under the age of 18					
Other (specify)					

**Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)**

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

<b>Demographic Characteristics</b>	<b>Project's Residents</b> (as determined in Worksheet 1)	<b>Project's Applicant Data</b> (as determined in Worksheet 1)	<b>Census Tract</b> (as determined in Worksheet 1)	<b>Housing Market Area</b> (as determined in Worksheet 1)	<b>Expanded Housing Market Area</b> (as determined in Worksheet 1)	<b>Residency Preference Area</b> (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	Community Contact(s), including required information noted above.

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

<b>Targeted Population(s)→ Methods of Advertising ↓</b>	<b>Targeted Population:</b>	<b>Targeted Population:</b>	<b>Targeted Population:</b>
<b>Newspaper(s)</b>			
<b>Radio Station(s)</b>			
<b>TV Station(s)</b>			
<b>Electronic Media</b>			
<b>Bulletin Boards</b>			
<b>Brochures, Notices, Flyers</b>			
<b>Other (specify)</b>			



# JEFFERSON PARISH DEPARTMENT OF COMMUNITY DEVELOPEMENT

## HOME Lease Up/Rental Marketing Plan for Developers

### Project Details

**Project Name and Location (including City, State and Zip code)**

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Number of Units and Type of Units (number of beds/baths)	Monthly Rent and List of Utilities included in Rent

**Approximate Starting Dates (mm/dd/yyyy)**

Advertising	Occupancy

**Leasing Agent's Name, Address & Contact (including City, State and Zip Code, Phone & Email)**

--

**Plan Submitted by: X**\_\_\_\_\_

**Name:**\_\_\_\_\_ **Date:**\_\_\_\_\_



# JEFFERSON PARISH DEPARTMENT OF COMMUNITY DEVELOPEMENT

## HOME Lease Up/Rental Marketing Plan for Developers

### **Marketing Plan**

**Commercial Media Advertising:** *(use additional pages as needed)*

Name of Newspaper, Radio, TV Station or Social Media	Size/Duration of Advertising	Frequency of Advertising	Date of First Advert



## JEFFERSON PARISH DEPARTMENT OF COMMUNITY DEVELOPEMENT

### HOME Lease Up/Rental Marketing Plan for Developers

**Community Contacts:** *(use additional pages as needed)*

Name of Group/Organization	Name, Phone and Email for Contact Person	Description of Advertising (brochure, presentation, etc.)	Frequency of Advertising	Date of First Advertisement or Action



# JEFFERSON PARISH DEPARTMENT OF COMMUNITY DEVELOPEMENT

## HOME Lease Up/Rental Marketing Plan for Developers

### Schedule of Activities

**Pre-Leasing Plan: Marketing Tasks Before and During Construction** *(use additional pages as needed)*

#### **Months 1-3 of Construction**

Task	Date of Completion	Responsible Party

#### **Months 4-6 of Construction**

Task	Date of Completion	Responsible Party

#### **Months 6-9 of Construction**

Task	Date of Completion	Responsible Party

#### **Goal for Pre-Leasing of Units before Construction is Complete**

Number of Interested Tenants	Number of Signed Leases	Number of People on Waitlist	Number of Available Units





## JEFFERSON PARISH DEPARTMENT OF COMMUNITY DEVELOPEMENT

### HOME Lease Up/Rental Marketing Plan for Developers

**Leasing Plan: Marketing Tasks Once Units are Available** *(use additional pages as needed)*

#### Months 1-2

Task	Date of Completion	Responsible Party
Provide Update on leases to JPDCD	End of each month	Developer

#### Months 3-4

Task	Date of Completion	Responsible Party
Provide Update on leases to JPDCD	End of each month	Developer

#### Months 5-6

Task	Date of Completion	Responsible Party
Provide Update on leases to JPDCD	End of each month	Developer



## **JEFFERSON PARISH DEPARTMENT OF COMMUNITY DEVELOPEMENT**

### **HOME Lease Up/Rental Marketing Plan for Developers**

**Leasing Strategy – 6 months after project completion** *(use additional pages as needed)*

**Leasing Strategy – 12 months after project completion** *(use additional pages as needed)*

**If HOME units have not been leased 18 months after the project is complete, the project will be in default and the HOME investment must be repaid.**



# **JEFFERSON PARISH DEPT OF COMMUNITY DEVELOPMENT**

## HOME Developer Policies and Procedures

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### **SAMPLE WRITTEN AGREEMENT**

**THE**  
**AGREEMENT BETWEEN**  
**THE PARISH OF JEFFERSON**  
**AND**  
**[DEVELOPMENT FIRM/PARTNERSHIP]**

THIS Agreement, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Parish of Jefferson, State of Louisiana, herein represented by \_\_\_\_\_, the Council Chair of the Jefferson Parish Council (hereinafter referred to as PARISH), duly authorized to act by Resolution No. \_\_\_\_\_, adopted on the \_\_\_th day of \_\_\_\_, 201\_\_, and \_\_\_\_\_ (hereinafter referred to as FIRM), duly authorized to do and doing business in the State of Louisiana, represented herein by \_\_\_\_\_, as a representative of the general partner of the Firm. PARISH and FIRM may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

**WITNESSETH**

**WHEREAS**, a recent report from the National Low Income Housing Coalition, or NLIHC, called attention to the gap between low-income wages and the high cost of rent throughout much of the United States; and,

**WHEREAS**, the hourly wage the NLIHC uses throughout the report is called a "housing wage"; and,

**WHEREAS**, the NLIHC based that figure on what the Department of Housing and Urban Development calls "fair market rent," an estimation of how much a family would expect to pay in a given area; and,

**WHEREAS**, the fair market rent for the New Orleans-Metairie area is \$\_\_\_\_\_ for a two-bedroom apartment; and,

**WHEREAS**, the NLIHC report relating to the State of Louisiana reads that a renter would need to make a minimum wage of \$15-\$20 an hour to afford a modest apartment; and,

**WHEREAS**, there is insufficient affordable housing in the New Orleans region, including Jefferson Parish; and,

**WHEREAS**, Jefferson Parish receives an annual allocation federal funding under the HOME Investment Partnerships program, which is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended; and,

**WHEREAS**, this program was designed to create decent, safe, and affordable housing for low-income households; and,

**WHEREAS**, HOME provides formula grants to States and localities that communities use – often in partnership with local nonprofit groups – to fund a wide range of activities, including building, buying, or rehabilitating affordable housing for rent or home ownership or providing direct rental assistance to low-income people; and,

**WHEREAS**, \_\_\_\_\_, submitted a proposal to the Parish of Jefferson solely for the purpose of developing safe, high quality and affordable housing in the \_\_\_\_\_ area of Jefferson Parish as described in the HOME Developer application; and,

**WHEREAS,** \_\_\_\_\_, has been approved for [description of other approved public funding sources, if applicable] and is seeking additional funds from Jefferson Parish in the amount of \$\_\_\_\_\_; and,

**WHEREAS,** Jefferson Parish and [FIRM NAME] wish to enter a contractual agreement for \$\_\_\_\_\_ and in accordance with the HOME Funds Rules.

**NOW, THEREFORE,** for good and valuable consideration and the mutual covenants contained herein, the receipt and sufficiency of said consideration, which is acknowledged and evidenced by the Parties respective signatures hereto, Jefferson Parish and FIRM . agree as follows:

**Section 1:** Preambles: The foregoing preambles are accepted as true and correct by the parties and are incorporated herein by reference as if fully stated herein in their entirety.

**Section 2:** Sections 1.0 - 25.0 shall be amended to incorporate additional language required by HOME Funds Rules as follows:

**1.0 Administration of Agreement.** All work shall be under the direction of the Director of the Department Community Development or her designee, hereinafter called MANAGER, and all requests, plans, reports, etc. shall be submitted to it and all approvals and administration of this Agreement shall be through it.

**1.1 Subcontractor.** In agreements between the FIRM and its subcontractors and in agreements between the prime contractor and its subcontractors, the FIRM shall include the following flowdown clauses to its subcontractors:

- (a) Appropriation Dependency
- (b) Termination and Suspension
- (c) Payments
- (d) Compliance with Law, Rules and Regulation
- (e) Monitoring
- (f) Performance Bond
- (g) Payment Bond

The term “subcontract” means a contract or contractual action entered into by the FIRM or its prime contractor for the purpose of obtaining supplies, materials, equipment, or service of any kind under the prime contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders. “Subcontractor” means any person, other than the FIRM, or prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the FIRM, or prime contractor, or a higher tier subcontractor.

**2.0 Scope of Agreement.** FIRM shall build new housing communities for the Jefferson Parish Department of Community Development (See Attachment A). FIRM shall meet the scope of services as per the Contract.

### **3.0 Operations.**

**3.1 Term.** The term of this Agreement shall commence on the date of full execution hereof, and shall expire at the end of the affordability period.

The affordability period of this agreement shall commence at completion of construction and last 20 years, as required by the HOME Program Final Rule 24 CFR 92. Throughout and during the affordability period, income eligible tenants must occupy the assisted units and all HOME Program requirements must be satisfied. In accordance with 24 CFR 200.338, failure to satisfy HOME Program requirements may result in remedies for noncompliance, up to and including, recapture of all HOME assistance (See Section 12: Recapture).

Any subsequent transfers of the property shall have the consent of the PARISH.

- 3.2 Locations.** FIRM shall operate out of any location deemed necessary by PARISH as provided in the Scope of Services, above. The building shall consist of \_\_\_\_\_ newly constructed units at \_\_\_\_\_.
- 3.3 Hours.** FIRM shall maintain such hours as necessary to meet the requirements of this Agreement.
- 3.4 Efficient and High-Quality Operation.** FIRM shall maintain an operation which is efficient and of a level of quality equal to or greater than industry standards.
- 3.5 Products and Necessities.** FIRM shall furnish all working capital, services, inventory, personnel, materials, tools, machinery, equipment and other items necessary to perform FIRM's obligations under this Agreement.
- 3.6 Items.** FIRM shall not advertise its services rendered for Jefferson Parish without prior written consent of PARISH.
- 3.7 Licenses and Permits.** FIRM shall obtain and keep at its own expense all federal, state and local licenses and permits required to be in its name in connection with this Agreement.
- 3.8 Administrative Requirements.** FIRM agrees to supply PARISH with documentation concerning the Project in order to ensure that PARISH is in compliance with its responsibilities therein regarding source documentation for all costs incurred.
- 3.9 Records.** FIRM shall comply with 24 CFR Section 570.506 and 24 CFR Section 85.42 regarding records that must be maintained for the Project. FIRM shall maintain all Project financial records, including source documentation to support how HOME Funds loaned to FIRM hereunder were expended, which includes, but is not limited to, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and other documentation as may be required by PARISH or HUD to support the expenditures for this Project. All supporting documents shall be maintained for the longer of the twenty (20) year compliance period under 24 CFR Section 92 of the Code or the term of the HOME Regulatory Agreement or for such other period required by PARISH or HUD. The records shall be made available to PARISH, HUD, the HUD Inspector General, OMB or the Louisiana Legislative Auditor and/or any of their authorized representatives, who shall have access to and the right to examine any of the Project records during such period. All record keeping requirements set forth in this Agreement or any record keeping requirements mandated by HOME

regulations shall survive termination of this Agreement.

**3.10 Monitoring.** FIRM will allow on-site monitoring of the Project by PARISH, HUD, the HUD Inspector General and OMB or an agent on their behalf, at such times as PARISH, HUD, the HUD Inspector General and OMB deems necessary or required, and PARISH, HUD; the HUD Inspector General and OMB shall have the right, but shall be under no obligation, to conduct any reasonable monitoring to determine compliance with the HOME Regulatory Agreement or this HOME Agreement, including but not limited to the right to enter the Project, to inspect the Project, to inspect the books and records kept regarding the Project, and the right to inquire and receive responses from FIRM regarding the Project and its operation at any time that may be required by PARISH, HUD, the HUD Inspector General or OMB ([https://www.hud.gov/program\\_offices/administration/hudclips/handbooks/cpd/6509.2](https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2)) .

The HOME final rule 24 CFR Part 92.214(b)(1) allows the Parish of Jefferson to charge a reasonable compliance monitoring fee during the period of affordability. The Parish's compliance fee covers the cost for audits, inspections, and follow-up inspections required during the Affordability Period.

**3.11 Compliance with Law, Rules and Regulation.** FIRM agrees to abide by any and all federal, state, Parish and municipal laws, codes, ordinances, rules and regulations applicable to the Project, whether presently existing or hereafter promulgated, including without limitation environmental laws, building codes, land use, and zoning codes. FIRM agrees to comply with all HOME Program requirements. FIRM acknowledges the provisions of Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq., Code of Governmental Ethics), and agrees to immediately notify the PARISH, if potential violations of the Code of Governmental Ethics arise at any time during the term of this HOME Grant Agreement. FIRM shall comply with all applicable laws, rules and regulations, including but not limited to:

**3.11.1 Religious and Political Activities.**

FIRM is prohibited from using HOME Affordable Rental Housing Program Funds, Grant proceeds or personnel employed in the administration of the Program for sectarian or religious activities, lobbying, political patronage and/or nepotism activities. FIRM further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code (Hatch Act), 24 CFR Section 570.207(a)(3), or 24 CFR Section 570.2000).

**3.11.2 Section 3 of the Housing and Urban Project Act of 1968.**

FIRM agrees to comply with the provisions of Section 3 of the Housing and Urban Project Act of 1968 (12 U.S.C. §1701u) and implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low and very low-income persons. FIRM shall also keep records demonstrating compliance with the foregoing regulations, including without limitation the provisions of 24 CFR Section 570.506(g)(5).

### **3.11.3 Equal Employment Opportunity.**

FIRM agrees to comply with 24 CFR Section 570.607, Executive Order 11246, as amended by E.O. 11375, the implementing regulations in 41 CFR Part 60.

### **3.11.4 Non-Discrimination.**

FIRM shall comply 24 CFR 92.350, regarding non-discrimination and shall not, on the grounds of race, color, religion, national origin, ethnicity, familial status, sexual orientation or gender, exclude any person from participation in, or deny any person the benefits of, or subject any person to discrimination with respect to, any part of the Project. FIRM shall at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) and implementing regulations in 24 CFR Part 1. FIRM shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8.

### **3.11.5 Violence Against Women Act (2013).**

FIRM shall comply with the provisions of the Violence Against Women Act ("VAWA"), as amended in March 2013. By way of example, but not by way of limitation, VAWA provides that "an applicant for or tenant of housing assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy." 42 U.S.C. § 14043e(b)(1). Further, FIRM shall provide tenants with the notice of rights as provided in 42 U.S.C. § 14043e(d).

### **3.11.6 Fair Housing Act.**

FIRM shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and implementing regulations in 24 CFR Part 107 and keep all records demonstrating compliance with the foregoing.

### **3.11.7 Davis-Bacon Act.**

FIRM agrees to comply with 24 CFR Section 570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)) as it applies to any construction work financed in whole or in part with HOME Funds. All contracts and subcontracts for construction shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. FIRM shall maintain documentation and records which demonstrate compliance with hour and wage requirements, including contract provisions and payroll records.



Davis Bacon is not applicable to this project.

#### **3.11.8 Copeland "Anti-Kickback" Act.**

FIRM agrees to comply with the Copeland "Anti- Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.

#### **3.11.9 Contract Work Hours and Safety Standards Act.**

FIRM agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5.

#### **3.11.10 Handicapped Accessibility Requirements.**

The Project shall be accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR Section 570.614, and the Americans with Disabilities Act of 1990.

#### **3.11.11 Resident Aliens.**

FIRM agrees to comply with the requirements set forth in 24 CFR Section 570.613 regarding eligibility restrictions for certain resident aliens.

#### **3.11.12 Debarment and Suspension.**

In connection with this Project, FIRM shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 24 CFR Part 24. FIRM shall not enter into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689. In the event that FIRM has entered into a contract or subcontract with a debarred or suspended party, no HOME Funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor.

#### **3.11.13 Environmental Review Requirements.**

In connection with any construction or improvements to the Project, FIRM must submit an environmental report in form and substance acceptable to PARISH, which must provide an environmental assessment of such construction in accordance with 24 CFR Parts 50 and 58, and be approved by PARISH before commencing such work.

#### **3.11.14 Lead Based Paint Prohibited.**

For existing properties built prior to 1978, FIRM agrees that it shall not use lead-based paint in the Project and shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831(b)), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856) and implementing regulations at 24 CFR Part 35. FIRM shall maintain records demonstrating compliance with the foregoing lead based paint requirements. To the extent that lead-based paint is located in any

existing buildings at the Project, FIRM shall provide PARISH with a plan for handling such lead-based paint in a safe manner, and in accordance with the foregoing regulations, and comply with the plan during any construction at the Project.

**3.11.15 Historic Preservation.**

To the extent applicable, FIRM agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the Project. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

**3.11.16 Flood Disaster Protection.**

FIRM shall obtain a flood zone certificate certifying that the Project is not located in a special flood hazard area ("Flood Hazard Area") as identified by Federal Emergency Management Agency ("FEMA"), or if located in a Flood Hazard Area, the designation of the Flood Hazard Area in which the Project is located. FIRM shall comply with all requirements listed in the FEMA Special Flood Hazard Area Flood Maps. FIRM agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4106) and implementing regulations in 44 CFR Parts 59 through 79 in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

**3.11.17 Permits.**

FIRM agrees to obtain and maintain all necessary permits for intended improvements or activities for the Project, and for the operation of the Project.

**3.11.18 Displacement, Relocation, Acquisition and Replacement of Housing.**

FIRM shall comply with 24 CFR Section 570.606 and shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR Section 570.506. FIRM must comply with applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Project Act of 1974, as amended. These requirements are explained in HUD Handbook 1378 and specify the procedures for the acquisition of property and the treatment of tenants located in the Project.

**3.11.19 Conflict of Interest.**

FIRM shall comply with the conflict of interest provisions contained in 24 CFR Section 570.611, 24 CFR 92.356(f), 2 CFR 200.317 and 2 CFR

200.318, as applicable.

Additionally, the identity of interest (also referred to as related party) relationships with contracted property management, repair/rehabilitation contractors, or other project vendors must be disclosed. The Parish considers there to be an identity of interest (“IOI”) concern when the owner or developer is an affiliate of, or a related party to, the contractor.

**3.11.20           Rehabilitation Act.**

FIRM shall comply with Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8.

**3.11.21           Broadband Access Requirements.**

FIRM shall comply with the Narrowing the Digital Divide Through Installation of Broadband Infrastructure in HUD-Funded New Construction and Substantial Rehabilitation of Multifamily Rental Housing Rule.

**3.11.22           Certification of Nonsegregated Facilities**

*(applicable to contracts and subcontracts over \$10,000)*

FIRM certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. FIRM certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. FIRM agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

FIRM further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that FIRM will retain such certifications in its files; and that FIRM will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**3.11.23           Certification of Compliance with Air and Water Acts**

*(applicable to contracts and subcontracts exceeding \$100,000)*

FIRM and all subcontractors shall comply with the requirements of the

Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to PARISH, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by FIRM to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by FIRM to include, or cause to be included, the criteria and requirements of this section in every nonexempt subcontract and requiring that FIRM will take such action as the government may direct as a means of enforcing such provisions.

**3.11.24 Access to Records - Maintenance of Records**

PARISH, the State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of FIRM which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the final closeout of the grant.

**3.11.25 Energy Efficiency**

FIRM shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**3.11.26 Interest of Contractor**

FIRM covenants that it presently has no interest and shall not acquire any

interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. FIRM further covenants that in the performance of this Contract no person having any such interest shall be employed.

**3.11.27 Compliance with the Office of Management and Budget**

FIRM agrees to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

**3.11.28 Lobbying**

FIRM agrees to comply with the Anti-Lobbying Language in accordance with and 24 CFR 91.425. Additionally, FIRM certifies, to the best of his or her knowledge and belief that:

No federally appropriated funds have been paid or will be paid, by or on behalf of FIRM, 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 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.

If any funds other than federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**3.11.29 Contracting with Small and Minority Firms, Women’s Business Enterprises, and Labor Surplus Area Firms**

FIRM will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;

- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

#### **3.11.30 Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, FIRM shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. FIRM shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless FIRM determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

Paragraph A of this clause shall apply to items purchased under this contract where: (1) FIRM purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, FIRM: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

#### **3.11.31 Federal Labor Standards Provisions**

FIRM shall abide by the requirements of the Federal Labor Standards Provisions, as implemented in 24 CFR 92.354.

#### **3.11.32 Affirmative Marketing**

FIRM shall abide by the requirements of the Affirmative Marketing provisions implemented in 24 CFR 92.351. In addition, FIRM comply with the affirmative marketing requirements established in the policies and procedures provided in HOME Rental Developer Program Policies and Procedures. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability.

#### **3.11.33 Fees**

FIRM shall not charge fees that are not customarily charged in rental housing such as laundry room access fees, and other fees. However, rental project owners may charge reasonable application fees to prospective tenants may charge parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and may

charge fees for services such as bus transportation or meals, as long as such services are voluntary.

**3.12 Program Requirements.** FIRM and the Project shall comply with all rules and regulations applicable to the use of HOME Funds made available to the Project at all times during the terms of this Agreement.

**3.13 Duty and Responsibilities.** FIRM owes a duty to PARISH to perform under this agreement with integrity and good faith and in a manner that is in the best interests of PARISH and consistent with the terms of this Agreement.

**4.0 Financial Matters.**

**4.1 Operating Expenses.** FIRM is responsible for the payment of all operating expenses required as a result of providing services herein.

**4.2 Payments.** PARISH shall pay FIRM in accordance with the schedule contained in Attachment B: Pricing Schedule/Fee Schedule, on a net thirty (30) day basis from the date of receipt of payment by PARISH. FIRM shall submit to PARISH invoices on a monthly basis using standard AIA Contract Documents. The contract cap shall not exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00). The funds shall be considered a deferred payment loan and shall be recaptured in full if the FIRM fails to meet the affordability period, unless there is a mutual agreement of the parties. The FIRM shall sign a Promissory Note, an Act of Mortgage ("Mortgage"), and Deed Restriction for the property (the "HOME Loan Documents").

Payments shall be made to the FIRM only for work actually in place. This shall be verified through observations, field measurements, tests, etc.

Ten percent (10%) retainage shall be applied to all pay requests on projects of less than five hundred thousand dollars, or five percent (5%) retainage on projects of five hundred thousand dollars or more through final completion.

Upon satisfactory completion of the work, the Parish shall issue a written acceptance of the work to the FIRM who will immediately thereafter file same with the Recorder of Mortgages in the Parish of Jefferson, State of Louisiana.

Not less than forty-five (45) days nor more than sixty (60) days after filing the formal acceptance of the work with the Recorder of Mortgages, provided that all work done under this Agreement is at that time found to be in good condition insofar as the FIRM and/or its subcontractor is responsible for it, the Parish will pay the FIRM the retained portion of the Contract Price after deducting therefrom such sums as may be lawfully withheld under any of the provisions of the Agreement, the said payment being conditioned on the FIRM furnishing to the Parish a certificate from the Recorder of Mortgages for the Parish of Jefferson that the Agreement is clear of all liens and privileges.

No project funds shall be obligated for payment of (a) Cost incurred for the Project prior to the (1) Environmental Clearance by HUD, (2) the Order to Proceed and/or (3) the costs incurred with respect to any action of the Project after the Community Development Department has issued a "Stop Work Order", unless and until the Contractor is thereafter advised by the Community Development Department that there is no objection to so

proceeding.

**4.2.1 *Pari Passu Disbursement of Proceeds during Construction.*** The PARISH agrees to fund the Loan proceeds to the FIRM during the construction of the Project, on a *pari passu* basis with all other sources of funds for the Project, including without limitation the Construction Loan, under the following terms and conditions:

4.2.11 Disbursement of Gap Financing Loan proceeds is limited to not more than one (1) draw per month, based on the monthly draw requested by the FIRM under its Construction Loan (a "Draw Request").

The PARISH shall have received from the FIRM a copy of the Draw Request for such disbursement, with all accompanying invoices, schedules and supporting materials, approved by the Construction Lender in writing, including without limitation interim lien waivers matching the amount of the Draw Request. The Construction Lender's share of funds to be disbursed to the FIRM pursuant to the Draw Request must be funded at the same time the PARISH's share of funds to be disbursed pursuant to the Draw Request is funded, and the PARISH will be provided with evidence of funding by the Construction Lender by the FIRM or Construction Lender. The PARISH reserves the right to confirm with Construction Lender that all of the conditions of the Draw Request have been satisfied prior to funding a draw of Gap Financing Loan proceeds.

The sum of the undisbursed Construction Loan proceeds and the undisbursed loan proceeds by the PARISH, and the unfunded equity contributions by the Borrower's equity owners or investors, must be sufficient to complete the construction of the Project.

**4.3 Appropriation Dependency.** This Agreement is contingent upon the appropriation of federal, state, and/or parish funds to fulfill the requirements of the contract by the Council. If the Federal Government, State, and/or Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Such termination shall be without penalty or expense to PARISH except for payments which have been earned prior to the termination date. Termination of this Agreement by PARISH under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council believes to be in the best interests of PARISH. The Federal Government, State, and/or Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

**4.4 Performance Bond.** Contemporaneous with the execution of this Agreement, FIRM and its prime contractor shall provide a performance bond which is underwritten by a commercial surety, in the amount of Five



Hundred Thousand and 00/100 Dollars (\$500,000.00) to insure the successful performance under the terms and conditions of this Agreement. The Parish shall be named as a dual obligee on the bond and shall be able to enforce the bond without concurrence of the FIRM, to protect its interest in the event of default by the FIRM.

FIRM hereby firmly and truly binds itself as principal with a surety, unto the PARISH in the full and true sum of five hundred thousand dollars and zero cents (\$500,000.00) for the payment whereof FIRM and Surety bind themselves, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, according to the terms and conditions of the attached performance bond(s).

**4.5 Payment Bond.** FIRM shall hereby firmly and truly bind itself as principal with a surety, unto the PARISH in the full and true sum of Five Hundred Thousand and 00/100 Dollars (\$500,000) for the payment whereof FIRM and Surety bind themselves, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, according to the terms and conditions of the labor and materials payment bond. The parish shall be named as a dual obligee on the bond and shall be able to enforce the bond without concurrence of the FIRM, to protect its interest in the event of default by the FIRM.

**4.6 Designated HOME Units; HOME Subsidy.** 4 units shall be designated as HOME-Assisted Units ("HOME-Assisted Units"). The amount of subsidy for the new units at the location shall not exceed a total of \$500,000 or \$125,000.00 per-unit based on 4 units which does not exceed the allowable maximum per-unit subsidy limit, based on the Section 234 Condominium Housing basic mortgage limits—for elevator-type projects, which is used to determine the maximum amount of HOME funds a PJ may invest on a per-unit basis in HOME-assisted housing projects for the New Orleans MSA, which includes Jefferson Parish.

## **5.0 Records, Accounts and Reports.**

**5.1 Books and Records.** FIRM shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP), in a form and method acceptable to MANAGER, within Jefferson Parish for a period for the longer of the twenty (20) year compliance period under 24 CFR Section 92 of the Code or the terms of this Agreement. FIRM shall permit MANAGER and MANAGER's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during FIRM'S normal business office hours, the books and records pertaining to the services provided under this Agreement. MANAGER's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of MANAGER.

### **5.2 Record-Keeping Requirements During Affordability Period.**

**5.2.1** FIRM shall maintain the following physical and electronic records regarding HOME-Assisted Units ("Project Records"), or shall require the management agent to do so pursuant to a management agreement or other written agreement:

- Project audits;
- Waiting list procedures, waiting lists, and tenant preference requirements;
- Budget files (e.g., project finances, capital expenditures, and projections);
- Tenant files (e.g., applications, leases, income verifications, recertifications, relevant notices);
- Unit records (e.g., rents, vacancies, accessibility);
- Property records (e.g., maintenance, property inspection reports);
- Affirmative marketing records; and
- Employment records with respect to FIRM and/or management agent.

**5.2.2** Project records must be maintained until five (5) years after the Affordability Period ends, in accordance with 24 CFR § 92.508(c).

**5.2.3** Tenant income, rent, and inspection records must be retained for the most recent five-year period, until five (5) years after the Affordability Period terminates, in accordance with 24 CFR § 92.508(c). Every six years, source documentation will be required to validate tenant's income.

**5.2.4** If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, applicable records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

**5.2.5** PARISH, HUD, the Comptroller General of the United States, and any of their representatives, retain the right to access all reports and records relating to the Project and to conduct on-site inspections of records at any time during normal business hours.

**5.3 Periodic and/or Annual Reports.** At any time, the MANAGER may request that FIRM, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this Agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this Agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

**5.4 Reporting During Development Process.** FIRM shall provide a progress report with each Request for Payment submitted to PARISH.

**5.5 Reporting Until Commencement of the Affordability Period.** No later than the 30<sup>th</sup> day of each month during the initial lease up of the Home-Assisted Units, which begins after a Certificate of Occupancy has been granted by the Parish, FIRM shall provide the following information regarding any Home-Assisted Unit leased during that month.

- Each HOME Assisted Unit (identified by address and unit number);
- Whether the unit is a High HOME or Low HOME Rent unit;
- Unit Size (bedrooms);

- Household size and income level (“household” is all occupants of unit – not just related family members);
- Race, if known to FIRM;
- Special needs (i.e. whether the household includes a person with a disability, etc.), if known to FIRM;
- Amount of rent and tenant-paid utilities; and,
- Other governmental housing assistance provided to the tenant.

**5.6 Reporting During the Affordability Period.** During the Affordability Period, FIRM shall provide the following information no later than June 30 of each year:

**5.6.1 Occupancy Report of HOME-Assisted Units, including the following:**

- All items listed in Section 5.2 above; and
- Date of last income recertification.

**5.6.2 Financial Report for the Property, Including the Following:**

- Gross receivable rent for the Property as of a specific date;
- Actual rent collections for the Property;
- Tenant accounts receivable for the Property;
- Accounts payable for the Property;
- Number of and reasons for vacancies for the Property; and
- Units off-line.

**5.6.3 Property Maintenance & Condition Report, Including the Following:**

- List of findings from the Property’s last physical inspection by FIRM or management agent or other governmental entities (if any) regarding the Property, including any outstanding code violations identified by such inspection, and a status update.
- A certification that each building and all HOME-assisted units in the project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by PARISH to meet requirements of 24 CFR § 92.251 during the project’s affordability period.

**5.7 Other Reports.** PARISH retains the right to request additional information and the right to change reporting requirements regarding HOME-Assisted Units as reasonably necessary.

**6.0 Property Standards for New Construction Projects**

**6.1 FIRM shall comply with all applicable local laws, rules and regulations, including but not limited to:**

**6.1.1 State and Local Codes, Ordinances, and Zoning requirements.** Housing that is newly constructed must meet all applicable State and local codes, ordinances, and zoning requirements, including

the Property Standards. New construction projects must meet State or local residential and building codes, as applicable or, in the absence of a State or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet the applicable requirements upon project completion.

**6.1.2 HUD requirements.** All new construction projects must also meet the following requirements:

**6.1.2.1 Accessibility.** The housing must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619).

**6.1.2.2 Disaster Mitigation.** Where relevant, the housing must be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with State and local codes, ordinances, or other State and local requirements, or such other requirements as HUD may establish.

**6.1.2.3 Written Cost Estimates, Construction Contracts and Construction documents.** Construction contract(s) and construction documents must describe the work to be undertaken in adequate detail so that inspections can be conducted. The PARISH must review and approve in writing and in advance of closing all written cost estimates for construction and determining that costs are reasonable.

**6.1.2.4 Construction Progress Inspections.** The PARISH will conduct progress and final inspections of construction to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

**6.1.3 Construction Documents and Cost Estimates.** The PARISH will ensure that the work to be undertaken will meet the PARISH's property standards for new construction projects contained in the policies and procedures for Jefferson Parish Department of Community Development. The construction documents (i.e., written scope of work to be performed) must be in sufficient detail to establish the basis for a uniform inspection of the housing to determine compliance with the PARISH's Property Standards. The PARISH will review and approve a written cost estimate for rehabilitation after determining that costs are reasonable.

**6.1.4 Frequency of Inspections.** The PARISH will conduct an initial property inspection to identify the deficiencies that must be addressed. The PARISH will conduct additional inspections periodically throughout the construction phase of this Agreement, including progress and final inspections, to determine that work was done in accordance with work write-ups. These inspections will continue under the end of the leasing period.

## **7.0 Ongoing Property Condition Standards for New Rental Housing**

**7.1 Ongoing Property Standards.** The Property Standards for rental housing apply throughout the affordability period established by the PARISH. The Property Standards ensure that owners maintain the housing as decent, safe, and sanitary housing in good repair. The ongoing Property Standards address each of the following:

**7.1.1 Compliance with State and Local codes, Ordinances, and Requirements.** The Property Standards require the housing to meet all applicable State and local code requirements and ordinances. In the absence of existing applicable State or local code requirements and ordinances at a minimum, the ongoing Property Standards include all inspectable items and inspectable areas specified by HUD based on the HUD physical inspection, procedures (Uniform Physical Condition Standards (UPCS)) prescribed by HUD pursuant to 24 CFR 5.705. The Property Standards are not required to use any scoring, item weight, or level of criticality used in UPCS.

**7.1.2 Health and Safety.** The Uniform Physical Condition Standards (UPCS) require the housing to be free of all health and safety defects. The UPCS identify life- threatening deficiencies that the owner must immediately correct and the time frames for addressing these deficiencies.

**7.1.3 Lead-Based Paint.** The Property Standards require the housing to meet the lead-based paint requirements in 24 CFR part 35.

**7.2 Inspections.** The PARISH will undertake ongoing property inspections, in accordance with 24 CFR § 92.504(d). On-site inspections will occur within 12 months after project completion and at least once every three (3) years thereafter during the period of affordability. PARISH retains the right to inspect the premises at any point during the affordability period.

**7.3 Corrective and Remedial Actions.** The procedures for ensuring that timely, corrective and remedial actions are taken by the project owner to address identified deficiencies are contained in the Inspection Procedures.

**7.4 Inspection Procedures.** The written inspection procedures are contained in the HOME Rental Developer Program Policies and Procedures. The procedures include detailed inspection checklists, description of how and by whom inspections will be carried out, and procedures for training and certifying qualified inspectors. The procedures describe how frequently the property will be inspected.

## **8.0 Affordability Requirements**

**8.1 Qualification as Affordable Housing: Rental Housing.** HOME-Assisted Units must be occupied only by households that are eligible as low-income families or very-low income families, all as defined in 24 CFR §92.2, and must meet the requirements to qualify as affordable housing pursuant to 24 CFR §92.252, as provided herein (“Affordability Requirements”).

### **8.2 Affordability Period.**

**8.2.1 Term.** The period of Affordability is twenty (20) years (“Affordability Period”), according to 24 CFR 92.

**8.2.2 Affordability Period Commencement.** The Affordability Period shall commence upon Project completion. For the purpose of the Affordability Period, the Project completion date shall be as provided in 24 CFR §92.2, which is the date in which the Project completion information has been entered into the disbursement and information system established by HUD (“Project Completion Date”).

**8.2.3 Deed Restriction.** Prior to the distribution of funds, the Affordability Requirements shall be secured by a deed restriction and a Declaration of Restrictive Covenants (“Declaration”) on the property and shall be recorded with the Jefferson Parish Clerk of Courts.

**8.3 HOME-Assisted Units.** The Project shall consist of 36 new construction units, of which 4 shall be designated as HOME-Assisted Units. These 4 units are considered “fixed units”. All fixed units must be comparable in size, features, and number of bedrooms to the originally designated Home-Assisted Unit, according to 24 CFR 92.252(j).

**8.3.1** During the Affordability Period, all HOME-Assisted units must be rented by households whose annual income is at or below 60% of the area median income (“AMI”) for the New Orleans-Metairie, LA HUD Metro FMR Area, as determined annually by HUD. The 2018 Income Limits for the New Orleans-Metairie, LA HUD Metro FMR Area are listed in Schedule A. In addition, zero (0) HOME-Assisted units must be rented by households whose annual income is at or below 50% of the AMI for the New Orleans-Metairie, LA HUD Metro FMR Area, as determined annually by HUD. There is one HOME Assisted unit at or below 30% of the AMI for the New Orleans-Metairie, LA HUD Metro FMR Area, as determined annually by HUD.

All HOME assisted units must be occupied by income eligible tenants within 18 months of completion of principal construction. In accordance with 24 CFR 200.338, failure to satisfy this HOME Program requirement may result in remedies for noncompliance, up to and including, recapture of all HOME assistance.

**8.3.2 Verifying Tenant Income.** FIRM is responsible for determining tenant household income and shall use the Part 5 (“Section 8”) method found at 24 CFR §5.609. HOME’s more stringent rules on

asset income apply to HOME assisted units, as all asset income must be verified. When HOME and LIHTC are both funding the unit, the FIRM must use the lowest income limit. FIRM shall be responsible for re-examination of tenant income on an annual basis, either on the anniversary date of the original income evaluation certification or at lease renewal. The HUD Exchange web site provides an income eligibility calculator that can be used to determine income eligibility for the HOME program. The link below contains a guide for using this income eligibility calculator:

[https://www.hudexchange.info/resources/documents/CPDIncomeEligibilityCalculator User Manual.pdf](https://www.hudexchange.info/resources/documents/CPDIncomeEligibilityCalculator%20User%20Manual.pdf)

**8.4 HOME Rent Limits.** The FIRM must not exceed the high rent limits for the New Orleans-Metairie, LA HUD Metro FMR Area as determined annually by HUD. The 2018 Fair Market Rent Limits for the New Orleans-Metairie, LA HUD Metro FMR Area are listed in Schedule A. At no time may new tenants in HOME units have incomes greater than 80% of the median. This requirement does not apply to existing HOME unit tenant incomes.

**8.5 Utility Allowances and Fees.** If the tenant pays for utilities or other mandatory fees, FIRM must deduct these costs from the published Rent limits applicable to each project. The cost of utilities is based upon the PARISH utility allowance unless stated otherwise.

**8.6 Initial Rent Schedule.** FIRM has provided an initial rent schedule to PARISH for the HOME-Assisted Units in the Project in accordance with this Section. This schedule shows an initial rent of \$886 for a two-bedroom unit, which includes the cost of all utilities.

**8.7 Adjusting Rents.** FIRM may adjust rents in accordance with annual HUD rent limits and updated utility allowances. In the event HUD-published rent limits decrease or if utility costs increase so that rent is effectively lower than the initial rent limit, FIRM shall not be required to set rents lower than the initial rent in effect at the time of execution of this Agreement. FIRM shall not increase rents above the HUD rent limits then in effect without the express, written approval of PARISH. Rent adjustments are subject to the tenant’s lease provisions.

**8.8 Steps that Must be Taken when a Tenant Becomes Over-Income.** FIRM shall refer to the HOME Regulatory Guide on actions to be taken to maintain the unit mix in Floating HOME units when a tenant becomes “over-income.”

**9.0 Tenant Selection and Lease Requirements**

**9.1 Tenant Selection Procedures.** FIRM must adopt written tenant selection policies and criteria (such as a waiting list) that:

- Are consistent with the purposes of providing affordable housing;
- Are reasonably related to program eligibility and the ability of the applicant to perform obligations of the lease;
- Provide for tenant selection from a written waiting list, in chronological order of application to the extent practicable; and

- Give prompt written notice to any rejected applicant of the grounds for rejection.

## **9.2 Lease Provisions.**

- 9.2.1 Lease Length.** The lease term shall be at least one year, unless FIRM and tenant mutually agree to a shorter period. However, a term may not be for a period less than thirty (30) days. All leases for subsidized units must be approved by MANAGER.
- 9.2.2 Termination of Tenancy.** FIRM shall not terminate the tenancy or refuse to renew the lease of a tenant of a HOME-Assisted Unit, except for allowable reasons: serious or repeated violations of the terms and conditions of the lease; violating Federal, state, or local law; or other good cause, all as reasonably determined by FIRM. Tenants shall be served a written notice at least thirty (30) days prior to the termination of tenancy; said notice shall specify the grounds for the termination or refusal to renew the lease.
- 9.2.3 HOME Rents.** FIRM shall specify allowable HOME rents in tenant leases and shall notify tenants that rents may be adjusted as a result of changes in rent limits issued by HUD or PARISH. FIRM shall provide at least thirty (30) days written notice to the tenant prior to increasing the rent and will be required to obtain prior approval from PARISH.
- 9.2.4 Prohibited Clauses.** FIRM shall not include Federally-prohibited lease clauses outlined at 24 CFR §92.253(b) in the lease with the tenant.
- 9.2.5 Compliance with Landlord-Tenant Laws.** FIRM shall comply with applicable state and local landlord-tenant laws, or shall require the management agent to do so pursuant to a written agreement.
- 9.2.6 FIRM** must comply with Tenant and Participant protections contained in CFR Subpart F §92.253.

## **10.0 Personnel.**

- 10.1 Employees.** FIRM shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this Agreement. All persons engaged by FIRM shall be the sole and exclusive employees of FIRM and shall be paid by FIRM. FIRM shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.
- 10.2 Appropriate Personnel.** FIRM shall provide only trained personnel. FIRM'S employees shall conduct themselves at all times in a proper and respectful manner. If MANAGER determines that any employee of FIRM is unsatisfactory in any material respect, MANAGER shall request FIRM to exclude the employee or employees from work under this contract, and FIRM shall so comply with such request.
- 10.3 Substitution of Personnel.** FIRM acknowledges that this Agreement is contingent upon the personnel defined in FIRM's written proposal, and that if



during the term of this Agreement, FIRM is unable to provide those defined personnel, FIRM shall substitute personnel which shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justifications shall be submitted to PARISH for approval prior to each personnel substitution request, said approval not to be unreasonably withheld conditioned or delayed.

## **11.0 Due on Sale or Transfer Restrictions.**

### **11.1 Sale or Transfer.**

FIRM hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project, or any portion thereof, without obtaining the prior written consent of the Parish, which consent shall be in the Parish's sole discretion. Absent the Parish's written consent and subject to the terms of this Section, 100% of the Indebtedness, including without limitation, payment of all principal and accrued and unpaid interest, is due upon any sale or refinancing of the Project (other than for the purpose of refinancing all or any part of any loan secured by a mortgage which is senior to the Mortgage, including reasonable and necessary costs associated with the closing and/or the refinancing, as long as:

- 11.1.1** Such refinancing of all or any part of such senior loan does not require the Parish to modify the terms of its Loan Documents or otherwise extend the term of the its loan, and the aggregate principal amount of the senior loan is not increased beyond the amount necessary to cover reasonable and necessary costs associated with the closing and/or refinancing). The Parish may, in its sole discretion, allow the transferee to assume the remaining Indebtedness, and/or may accept less than 100% of the amounts then due, but such waiver will not constitute forgiveness of any Indebtedness.
- 11.1.2** Notwithstanding the foregoing to the contrary, provided that FIRM delivers notice to the Parish of any such change, and that any entity replacing the general partner of the FIRM is under direct or indirect common control or management of, or has a Controlling Interest in, the Investor:
- 11.1.3** The pledge to a limited partner by a general partner of the general partner's interest in the Organizational Documents as security for the performance of all of the general partner's obligations under the Organizational Documents shall not constitute a refinancing for purposes of this Agreement or the Loan Documents;
- 11.1.4** A sale, transfer, pledge, encumbrance or other disposition of any Investor interests in FIRM shall not require the Parish's consent nor constitute a sale of the Project for the purposes of this Section, unless such transaction results in a sale of more than 51% of the Investor interest in FIRM; and
- 11.1.5** The change in the general partner of FIRM as general partner of FIRM in accordance with the terms of the Organizational Documents shall not require the Parish consent nor constitute a sale of the Project for the purposes of this Section;

Notwithstanding anything in the foregoing to the contrary,

(i) the pledge to a limited partner or lender by a general partner of the general partner's interest in the FIRM as security for the performance of all of the general partner's obligations under the FIRM'S partnership agreement or Senior Loan documents shall not constitute an event of default or require the PARISH'S consent;

(ii) a sale, transfer, pledge, encumbrance or other disposition of FIRM'S limited partner's interest in FIRM shall not require PARISH's consent nor constitute a sale of the Project or event of default; and

(iii) the change or removal of a general partner of FIRM in accordance with the terms of the FIRM'S partnership agreement shall not require PARISH consent nor constitute a sale of the Project or an event of default.

**12.0 Recapture of Funds.** If it is determined that FIRM failed to abide by the terms of this AGREEMENT, then FIRM be required to repay all of the funds received, as required by 24 CFR 92.503(b)(1). The reasons for recapture include, but are not limited to, the following:

- Failure to adhere to maintain sufficient units for low-income persons;
- Failure to complete project;
- Failure to meet the Affordability Requirements during the Affordability Period;
- FIRM is determined to have provided false or misleading information;
- Failure of FIRM to pay to the Parish upon demand after an uncured Event of Default, all rents, revenues and profits from the operation of the Project to which the Parish is entitled under the Mortgage, and the amount of all security deposits collected by FIRM from tenants then in residence;
- Misappropriation of Loan proceeds by FIRM;
- Failure of FIRM to apply all insurance proceeds and condemnation proceeds as required by the Act of Mortgage;
- Failure of FIRM to comply with the requirements in the Mortgage relating to the delivery of books and records, statements, schedules and reports;
- Fraud or any written material misrepresentation by FIRM or any officer, agent, director, partner, member or employee of FIRM in connection with the Application, the Loan Documents, or any request by the Parish;
- Failure to apply rents, revenues and profits, first, to the payment of reasonable operating expenses (other than property management fees that are not currently payable) and then to Debt Service Amounts due, except that FIRM will not be personally liable:
  - To the extent that FIRM lacks the legal right to direct the disbursement of such sums because of a Senior Loan encumbering the Project, or bankruptcy, receivership or similar judicial proceedings, or
  - With respect to Surplus Cash distributed in any calendar year if FIRM

has paid all operating expenses and Debt Service Amounts due for that calendar year;

- Failure of FIRM to pay all deductibles required under any of the insurance policies required to be maintained;
- FIRM's acquisition of any property or operation of any business not permitted by the Mortgage or HOME regulations;
- Failure of FIRM to complete the Project substantially, as described in the Application, prior to \_\_\_\_\_ or fifteen (15) months after HUD issues the "Authority to Use Grant Funds," whichever comes later;
- Transfer that is an Event of Default under the Mortgage;
- Failure to abide by the terms of the HOME Regulatory Guide. Failure to abide by the HOME Final Rule; or
- Failure to abide by the terms of the HOME Rental Developer Policies and Procedures.

**12.1 Notice of Default.** PARISH shall provide written notice of Default to the FIRM and shall provide the FIRM an opportunity to take corrective action, if applicable under the law, within thirty (30) days after receipt of written notice from PARISH; provided, however, that such thirty (30) day period shall be extended for an additional thirty (30) days in the event the FIRM has initiated and is diligently pursuing a cure to the satisfaction of PARISH; provided, however, in the event it will require more than thirty (30) days to cure default, then the cure period shall be extended so long as FIRM diligently prosecutes such cure to completion to the satisfaction of PARISH. Corrective action shall include, but is not limited to, submitting a Corrective Action Plan to PARISH for approval that provides a timetable for correcting the default and details the activities that are necessary to correct the circumstances that constitute the default.

**12.2 Remedies.** If the FIRM fails to cure the Default as provided above, PARISH shall have the following Remedies:

- a. PARISH may terminate this Agreement.
- b. PARISH may demand repayment for and the FIRM shall pay to PARISH HOME Funds not used for the purposes provided in this Agreement.
- c. PARISH may demand repayment of and FIRM shall pay to PARISH HOME Funds if the HOME-Assisted Units do not meet the Affordability Requirements during the Affordability Period.
- d. PARISH may pursue other remedies as may be available at law or in equity.

**13.0 Termination or Suspension.** In accordance with 2 CFR 200.338, the terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by PARISH; but this Agreement may be terminated to include but may not be limited to any or all of the following conditions:

- a. By mutual agreement and consent of the PARTIES hereto.
- b. By PARISH as a consequence of the failure of FIRM to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of FIRM, provided PARISH will give FIRM written notice of any such failure and ten (10) days (or more

- if authorized in writing by the MANAGER) to cure any such failure.
- c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.
- d. By PARISH for convenience by issuing FIRM thirty (30) days written notice.

The services of the FIRM and/or the subcontractor are to commence within thirty (30) calendar days of issuance of an Order to Proceed from the Department of Community Development and shall be undertaken and completed within 365 consecutive calendar days after notification to begin. In the event the work is not completed by the time stipulated, the Contractor shall pay the Owner the sum of one hundred fifty\_(\$150.00) Dollars per day as liquidated damages for each day of delayed completion and the Owner may, at its option, place the Contractor in default of Agreement and seek all applicable legal remedies.

**14.0 Notice.** Any communications to be given hereunder by either PARTY to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

PARISH: Council Chairwoman  
Jefferson Parish Council  
200 Derbigny Street, Suite 6200  
Gretna, Louisiana 70053

FIRM:

With a copy to: Director  
Jefferson Parish Community Development  
1221 Elmwood Park Boulevard, Suite 605  
Jefferson, Louisiana 70123

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**15.0 Independent Contractor.** While in the performance of services or carrying out the obligations under this agreement, FIRM and/or its subcontractors shall be acting in the capacity of independent contractor and not as employee of PARISH, and not as partner of, or joint venturer of PARISH. PARISH shall not be obliged to any person, firm or corporation for any obligations of FIRM arising from the performance of their services under this Agreement.

The PARTIES hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
- b. withhold federal social security tax (FICA);
- c. pay federal or state unemployment taxes for the account of FIRM; or
- d. pay workers' compensation insurance premiums for coverage for FIRM.

**15.1** FIRM agrees to be responsible for and to pay all applicable federal income

taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

**15.2** FIRM agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH'S treatment of FIRM as an independent contractor. FIRM further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

**16.0 Insurance.** FIRM shall secure and maintain at its expense such insurance that will protect it, and PARISH, from claims under the Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to PARISH and shall provide that insurance shall not be canceled without notice of cancellation given to the Parish of Jefferson, in writing, on all of the required coverage provided to Jefferson Parish. All notices will name FIRM, and identify the Council Resolution approving the terms of this Agreement. PARISH may examine the policies at any time and without notice.

**16.1** All policies and certificates of insurance of the firm shall contain the following clauses:

- a. FIRM insurers will have no right of recovery or subrogation against PARISH, it being the intention of the PARTIES that the insurance policy so affected shall protect both PARTIES and be the primary coverage for any and all losses covered by the below described insurance.
- b. PARISH shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by FIRM.
- c. The insurance company(ies) issuing the policy or policies shall have no recourse against PARISH for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of FIRM.

**16.2** Prior to the execution of this Agreement, FIRM shall provide at its own expense, proof of the following insurance coverage required by the contract to PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.

- a. In the event FIRM hires workers within the State of Louisiana it shall obtain Workers' Compensation Insurance. As required by Louisiana State Statute exception, employer's liability shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures; otherwise this limit shall be no less than \$500,000.00 per occurrence.
- b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include coverage for bodily injury and property damage.

- d. Builder's Risk and Hazard Insurance in completed value form with extended coverage in the amount of the full value of the Project, as completed.

**16.3** All policies of insurance shall meet the requirements of PARISH prior to the commencing of any work. PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to PARISH as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to PARISH, FIRM shall promptly obtain a new policy, submit the same to PARISH for approval and submit a certificate thereof as provided above.

**16.4** Upon failure of FIRM to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of FIRM to take out and/or to maintain insurance shall not relieve FIRM from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of FIRM concerning indemnification.

**17.0 Indemnification.** FIRM shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property in connection with the services required to be performed by FIRM under this Agreement. Further, FIRM hereby agrees to indemnify PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. FIRM further agrees to pay all reasonable expenses and attorney's fees incurred by PARISH in establishing the right to indemnity pursuant to the provisions of this Section.

**18.0 Non-exclusivity.** FIRM acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and PARISH makes no representations or warranties to the contrary.

**19.0 Covenant against Contingent Fees.** FIRM warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for FIRM, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for FIRM, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, PARISH shall have the right to annul this Agreement without liability.

**20.0 Assignment.** This Agreement shall be binding upon the successors and assigns for the PARTIES hereto. This Agreement being for the personal services of FIRM, shall not be assigned or subcontracted in whole or in part by FIRM as to the services to be performed hereunder without the written consent of PARISH, in PARISH'S sole discretion.

**21.0 Governing Law and Jurisdiction.** This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted

in its entirety in accordance with the laws of said State. FIRM hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

**22.0 Inspector General.** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission, and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

**23.0 Severability.** If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be amended, it will be deemed to be deleted. Such amendment or deletion shall not affect the validity of any other provisions of this Agreement.

**24.0 Entire Agreement and Amendment.** This Agreement represents the entire Agreement between PARISH and FIRM. This Agreement may only be amended in writing by authority of a Jefferson Parish Council Resolution, and must be signed by both PARISH and FIRM.

**25.0 Order of Precedence.** Should there be any conflict among the contract documents, the RFP and FIRM's proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) HOME Final Rule
- 2) This Agreement;
- 3) HOME Rental Developer Policies and Procedures
- 4) Resolution Nos. \_\_\_\_\_ and subsequent resolutions
- 5) FIRM's Accepted Proposal

**26.0 Other Loan Documents.** PARISH acknowledges and agrees that FIRM has entered or will enter into one or more Senior Loans affecting the Project secured by a mortgage or mortgages in favor of Senior Lender having or which will have a first priority mortgage lien on the Project. All HOME Loan Documents executed in connection with the deferred payment loan from the PARISH to FIRM (other than the Declaration of Restrictive Covenants) are or will be subordinate to the Senior Loans in all respects. For purposes of this Section 26, the following definitions will apply:

Senior Loan, whether singular or plural, means any construction and/or permanent loans made to FIRM from a Senior Lender for the purpose of financing the construction and development of the Project and secured by first lien mortgages encumbering the Project.

Senior Lender, whether singular or plural, means any commercial lender that makes a Senior Loan to FIRM.

**Senior Loan Covenants.** FIRM warrants, and represents and covenants as follows:

(a) FIRM shall comply with all of the terms, covenants and conditions contained in the Senior Loan documents.

(b) FIRM shall obtain from the holder of the Senior Loan mortgages a subordination of the Senior Loan mortgages to the Declaration of Restrictive Covenants in substantially the form of the Intercreditor and Subordination Agreement attached hereto as **Exhibit A**.

(c) FIRM shall obtain an agreement from the Senior Lenders to give PARISH written notice of any default by FIRM under the Senior Loan documents, and an opportunity (but not the obligation) to cure such default on behalf of the FIRM before foreclosing on the Project under the Senior Loan document.

(d) To the extent the Senior Loan documents require deposits by FIRM into a reserve account(s) for the payment of taxes and insurance, or for repair and replacement of the Project units, PARISH acknowledges and agrees that FIRM's compliance with the reserve requirements under the Senior Loan documents shall satisfy any similar reserve requirements contained in the documents executed in connection with the deferred payment loan from the PARISH to FIRM.

**Miscellaneous:** This 2nd Amendment represents the full agreement of the Parties concerning the subject matter contained herein, and supersedes any oral representations regarding the subject matter contained herein. Except as amended by the provisions of this 2nd Amendment, all other terms and provisions of the Agreement shall enjoy full force and effect.

*[Remainder of page intentionally left blank, signature page to follow]*



IN TESTIMONY WHEREOF, this Agreement is fully executed in four (4) originals, the day and year first above written.

Witnesses:

PARISH OF JEFFERSON

\_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Chair

Jefferson Parish Council

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Witnesses:

[FIRM NAME]

\_\_\_\_\_

Printed Name: \_\_\_\_\_

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_

## ATTACHMENT A

### SCOPE OF SERVICE

#### **A. Scope of Work**

FIRM will provide, direct development experience in the design, build, operation and maintenance (DBOM) of an affordable housing community within the Parish of Jefferson. The FIRM will work collaboratively with PARISH staff and their consultants to develop the Project.

The FIRM will perform all activities related to the Project (subject to the oversight and approval of the Parish), such activities to be performed at the sole expense of the Firm, including, but not limited to.

1. Provide requested information and execute the Parish Development Agreement.
2. Identify and secure necessary private financing.
3. Obtain necessary zoning and platting, attend predevelopment meetings, and obtain required permits.
4. Present a conceptual plan for the development (consistent with the findings of the FIRM's Senior Housing Market Study), key elements including:
  - a. Number of total units and type of units
  - b. Number of units devoted to HUD HOME and/or HOME affordable criteria
5. Comply with applicable requirements of local, state, and Federal environmental laws and regulations. The Parish shall complete an Environmental Assessment prior to finalizing the Parish Development Agreement with the successful Developer.
6. Participate in Parish-directed public meetings and secure the support of stakeholders and other interested individuals associated with the Project.
8. Coordinate and implement all aspects of contracting and construction, including all required reporting, submissions.
9. If applicable, execute and record a Land Use Restriction Agreement (LURA) preserving the affordability of the development for a minimum period of twenty (20) years.
11. Coordinate and implement the required staffing and marketing of the Project.
12. As applicable, ensure that the Project pays full city, school, and parish taxes as required by law and program regulations.
13. Comply with all federal, local, and state statutory monitoring and oversight requirements, including yet not limited to HUD HOME and/or HOME program compliance.

It is the FIRM's responsibility to review, understand and comply with any and all Federal and State of Louisiana applicable rules, statues, laws, ordinances or regulations and requirements before submitting their proposals for consideration.

#### **B. Amount of Funding Available**

Up to \_\_\_\_\_ (\$\_\_\_\_\_ from the US Department of Housing and Urban Development (HUD) will be awarded from the grants listed below:

- HOME Investment Partnership Program

The use of HOME funding will be governed by the HOME Final Rule as amended at: <https://www.onecpd.info/home/home-laws-and-regulations>

#### **C. Eligible Activities**

- Funds may be used for capital purposes only (no pre-development or operating funds)
- Acquisition, rehabilitation and/or new construction are eligible

- Projects must include rental housing for low and moderate income persons as described below:

#### **D. Beneficiary Income Limits**

- ☐ For HOME rental projects, at least 90% of benefiting households must have incomes that are no more than 60% of the HUD-adjusted median family income for the area
- ☐ For HOME rental projects with five or more assisted units, at least 20% of the units must be occupied by families with incomes that do not exceed 50% of AMI
- ☐ For all HOME funded projects, all benefiting households must have income that does not exceed 80% of AMI
- ☐ The FIRM must utilize the HUD annual income limits when determining income and is required to use the CPD Calculator when making income calculations. HUD sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county.

#### **E. Rent Limits**

- Projects utilizing HOME funds must not exceed the high rent limits listed as published annually by HUD for the New Orleans-Metairie, LA HUD Metro FMR Area.
- Additional rent subsidies may be available to reduce rents further

#### **F. Maximum Funding**

- The minimum amount of HOME assistance that may be invested per unit is \$1,000.00. The maximum limit for HOME per-unit assistance is determined by HUD. HOME funds shall be targeted to the specific number of affordable units. Entities are expected to leverage other resources to the greatest extent possible.

#### **G. Eligible Applicants**

- Entities should demonstrate affordable housing experience or have clear capacity for the undertaking and the proposed financing structure.
  - ☐ The successful Developer shall abide by the rent requirements as established by the HOME requirements, and shall not exceed the High HOME Rent Limit allowed by the HOME program.
  - ☐ The successful Developer shall establish tenant eligibility and have a procedure for re-examinations of eligibility.
  - ☐ The successful Developer shall have a procedure to verify asset income.
  - ☐ The successful entity will be required to leverage no less than a 1:1 leverage to receive federal funding.
- Partnerships or joint ventures are acceptable as a way to ensure an experienced team with sufficient capacity.

#### **H. Evidence of Site Control**

Preference will be given to projects in which the applicant can demonstrate site control in the following order:

- Deed to property demonstrating fee simple ownership

- Ground lease with a term that is at least as long as the term of the loan
- Purchase Contract with a minimum 12 month term beyond the date of the application

#### **J. Financial Feasibility**

Community Development staff will determine the financial feasibility of each project and will underwrite using the methods listed below: including

- Review of income and expense assumptions
- Assessment of rents and whether they are reasonably targeted to the market, within affordability guidelines
- Review of a 20-year pro forma, which shows the ability to support debt
- Review of resources and leveraging of funds

#### **K. Loan Structure**

For rental housing, the HOME funds will be provided as a deferred, no interest loan for the term of the affordability period. It will be forgiven as long as the property is used for affordable rental housing. If the property is sold, or no longer used for affordable rental housing during the affordability period, 100% of the loan must be repaid to the Parish.

Compliance with the HOME requirements that the property be used for affordable housing will be included in the terms of the loan documents. A deed of trust will secure the note for the appropriate affordability period.



# **JEFFERSON PARISH DEPT OF COMMUNITY DEVELOPMENT**

## HOME Developer Policies and Procedures

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### WRITTEN AGREEMENT CHECKLISTS

## Checklist for HOME Written Agreements for Rental Projects

A PJ must execute a written agreement with each owner, developer, and sponsor of HOME-assisted rental housing before it can disburse HOME funds. PJs can use this checklist to determine whether or not their written agreements with an owner, developer, or sponsor of rental housing includes all the provisions that are required or recommended by HUD to protect the PJ's HOME investment before disbursing funds.

*Adapted from "Compliance in HOME Rental Projects: A Guide for PJs" 2009.*

**\*HUD required items are denoted with an asterisk.**

Elements of Written Agreement	Phase:	Provided By:
<b>*Use of HOME Funds + Project Overview</b>		
A. HOME activity to be undertaken (Homeowner rehabilitation, Homebuyer activities, Rental, TBRA)	Application	Developer
B. Project description	Application	Developer
1. Project address (including site Map and description of surrounding location)	Application	Developer
2. Total unit(s) and unit size(s)	Application	Developer
3. Description of Special project features, such as whether or not the project involves:	Application	Developer
a. Land assembly and subdivision	Application	Developer
b. Environmental remediation	Application	Developer
c. Lead-based paint treatment	Application	Developer
d. Demolition or other site preparation	Application	Developer
e. Relocation	Application	Developer
f. Infrastructure development	Application	Developer
4. Number of accessible units	Application	Developer
5. Target population of the project (mixed-use, special needs, etc.), if any	Application	Developer
6. Project amenities and/or supportive services	Review	Developer
7. Demonstrated adherence to PJ-approved plans and specifications, if any	Review	Developer
C. Project Details	Application	Developer
1. Type of Project	Application	Developer
2. Type of Construction	Application	Developer
3. Site Control	Application	Developer
4. Architectural Plans	Application	Developer
5. Market Assessment	Review	Developer
6. Environmental Study	Review	Developer
7. Development Schedule (Acquisition, Pre-Development, Construction, Leasing)	Application	Developer
D. *Schedule for completing tasks	Agreement	JPDCD
E. *Tasks to be performed	Agreement	JPDCD

F. *Budget	Application	Developer
1. Sources and uses statement, including requested amount, form, use, and terms of HOME subsidy	Application	Developer
2. Detailed Total Development Costs (including Acquisition; Site Work; New Construction/Rehabilitation Costs ; A&E; Interim & Permanent Financing; Developer's Fee; Initial Project Reserves; Project Administration and Management Costs (construction-related)	Application	Developer
3. Amount and use of non-HOME funds (and supporting documentation with terms)	Application	Developer
4. Maximum and actual per unit HOME subsidy amount	Review	JPDCD
G. Unit designations (Low HOME Rent vs. High HOME Rent)	Review	Developer
H. Rent Schedule (Assisted or non-Assisted, Number of units, Unit SF, number of bedrooms, gross rent, utility allowance, monthly rent)	Application	Developer
I. Operating Budget + Narrative with explanation of cost assumptions	Application	Developer
J. 20-Year Operating Proforma + Narrative with explanation of assumptions	Application	Developer

### Roles and Expectations

A. Roles and responsibilities of each party involved in development (builder, property manager, developer):	Application	Developer
1. Type of Organization (Legal Structure and Ownership)	Application	Developer
2. Organizational History and Capacity (Number of Years in Operation and Number of Employees)	Application	Developer
3. Description of capacity and experience in role	Application	Developer
B. Performance goals and performance standards	Review	JPDCD

### Affordability Requirements of 92.252

A. Housing must meet affordability requirements of 92.252	Agreement	JPDCD
B. Duration of affordability period (start and end dates; if not known, indicate how PJ will determine these dates and notify the owner/developer)	Review	JPDCD
C. *Mechanism for securing affordability (recorded deed restriction or land covenant)	Review	JPDCD
D. Number of HOME-assisted and non-assisted units in the project	Application	Developer
E. Whether the property has fixed or floating HOME units	Review	Developer
F. Number of High HOME Rent units and Low HOME Rent units that must be maintained during the affordability period	Review	JPDCD
G. HOME income limits:	Review	JPDCD
1. Guidance on how to use HOME income limits	Agreement	JPDCD
2. Applicable HOME income limits	Review	JPDCD
3. Income targeting (how many households at what income levels must occupy the High HOME Rent units and the Low HOME Rent units)	Review	JPDCD
4. Initial income-eligibility verification requirements and guidance, including definition of income	Agreement	JPDCD
5. Income certification and recertification requirements, including acceptable methods of recertifying tenant income	Agreement	JPDCD
6. Steps that must be taken when a tenant becomes over-income	Agreement	JPDCD
H. HOME rent limits:	Review	JPDCD
1. Guidance on how to use HOME rent limits	Agreement	JPDCD

2. Applicable HOME rent limits	Review	JPDCD
3. Initial utility allowance and guidance on use	Review	JPDCD
4. *Initial rents the owner can charge	Review	JPDCD
5. *Procedures for securing PJ approval of rent increases	Agreement	JPDCD
<b>*Leasing Requirements</b>		
A. Property Management and Tenant Selection Plan, including process for income certification and sample lease	Agreement	Developer
B. Applicable requirements of Subpart F, including: (Property Management Capacity)	Agreement	JPDCD
1. Lease requirements	Agreement	JPDCD
2. Prohibited lease terms at 92.253(b)	Agreement	JPDCD
3. Termination of tenancy for cause only	Agreement	JPDCD
4. Tenant selection criteria required	Agreement	JPDCD
5. Conditions for faith-based organizations	Agreement	JPDCD
6. Compliance with state and local tenant-landlord laws	Agreement	JPDCD
<b>Property Standards</b>		
A. *Applicable property standards at 92.251	Review	JPDCD
B. *Lead-based paint requirements at 24 CFR part 35 subparts A, B, J, K, M, and R	Review	JPDCD
C. *Property standards apply throughout affordability period	Review	JPDCD
<b>*Other Federal Requirements</b>		
A. Project must be carried out in compliance with Subpart H, Other Federal Requirements, including:	Agreement	JPDCD
6. *Displacement, relocation, and acquisition provisions at 92.353	Agreement	JPDCD
7. Fair housing and equal opportunity provisions	Agreement	JPDCD
8. *Nondiscrimination provisions of 92.350	Agreement	JPDCD
9. *Labor provisions of 92.354:	Review	JPDCD
a. Davis Bacon (for projects with 12 or more units)	Review	JPDCD
b. Section 3	Review	JPDCD
c. Contract Work Hours and Safety Standards Act	Agreement	JPDCD
d. Anti-Kickback Act	Agreement	JPDCD
e. Fair Labor Standards	Agreement	JPDCD
10. *Conflict of interest provisions of 92.356(f)	Review	JPDCD
11. *Affirmative marketing and minority/women outreach requirements of 92.351 (for projects with five or more units)	Review	JPDCD
12. Guidelines for marketing and managing accessible units, if applicable	Review	JPDCD
<b>Funds Disbursement</b>		
A. When and how HOME funds can be requested	Review	JPDCD
B. *Statement that developer may not request disbursement of funds until funds are needed for payment of eligible costs	Review	JPDCD
C. *Statement that amount of disbursement request must be limited to the amount needed	Review	JPDCD
D. How often HOME funds can be requested	Agreement	JPDCD
E. Change order process and requirements	Agreement	JPDCD
F. Documentation needed to substantiate costs, including approvals for construction work, weekly payroll records, progress reports	Agreement	JPDCD



G. How and when costs will be paid	Agreement	JPDCD
H. Retainage that will be withheld and conditions under which the retainage is released	Agreement	JPDCD
<b>*CHDO Provisions if owner, developer, sponsor is a CHDO using set-aside funds</b>		
A. *Specify applicable provisions of 92.300 and 92.301, including:	Agreement	JPDCD
1. CHDO proceeds- whether the CHDO retains CHDO proceeds or returns them to the PJ	Agreement	JPDCD
2. If CHDO retains proceeds, how they can be used	Agreement	JPDCD
3. Whether any funds are for project-specific technical assistance or site control loans and if so, the amount and terms of those funds	Agreement	JPDCD
B. Tenant participation plan	Review	Developer
C. Grievance procedures	Review	Developer
<b>Reporting and Record-Keeping Provisions</b>		
A. *What reports must be submitted to the PJ	Review	JPDCD
B. How often must reports be submitted	Review	JPDCD
C. Reserve right to change reporting requirements, as needed	Review	JPDCD
D. *What records must be maintained by the owner/developer/sponsor	Review	JPDCD
E. Reserve right to review records and reports by PJ, HUD, IG, etc.	Review	JPDCD
F. How long must records be retained	Review	JPDCD
G. Additional reporting or record-keeping requirements imposed by the PJ on the project	Review	JPDCD
<b>Enforcement Provisions</b>		
A. Reserve the right to inspect properties and units	Agreement	JPDCD
B. *Recorded deed restriction to secure affordability requirements	Agreement	JPDCD
C. Definition of breach of the agreement/default	Agreement	JPDCD
D. Requirements for the PJ to notify the owner/developer/sponsor of a default of the agreement, if any	Agreement	JPDCD
E. *Remedies or penalties for noncompliance/breach of agreement	Agreement	JPDCD
F. *Statement that repayment of HOME funds is required if the housing does not meet the affordability requirements for the period of affordability	Review	JPDCD
<b>General Provisions</b>		
A. *Anti-lobbying language, as required by Consolidated Plan certifications, in accordance with 24 CFR 91.225, 91.325, and 91.425 for local governments, states, and consortia respectively	Agreement	JPDCD
B. *Duration of the agreement for throughout the affordability period	Review	JPDCD
C. How agreement can be cancelled without cause	Agreement	JPDCD
D. Whether and how the owner/developer/sponsor can assign the agreement to another party	Agreement	JPDCD
E. How the agreement can be modified or amended	Agreement	JPDCD
F. Insurance requirements imposed by PJ, such as property insurance, workers compensation, employers' liability insurance, commercial general liability insurance, risk property damage insurance	Review	JPDCD
G. PJ requirements related to project publicity	Agreement	JPDCD
H. Indemnification	Agreement	JPDCD

I. PJ approval of subcontractors	Agreement	JPDCD
J. Whether agreement is binding to successors and assigns	Agreement	JPDCD
K. Waiver of jury trial in the event of legal proceedings	Agreement	JPDCD
L. Form of notice, as it may be required in agreement	Agreement	JPDCD
M. Additional requirements imposed by the PJ on the project	Agreement	JPDCD

Guide for Review of Owner, Developer, Sponsor Written Agreements			
Participating Jurisdiction (PJ):			
Staff Consulted:			
Project Address:		Agreement Date:	
		Amount:	
Name(s) of Reviewer(s):		Date:	

**NOTE:** All questions that address requirements contain the citation for the source of the requirement (statute, regulation, NOFA, or grant agreement). If the requirement is not met, HUD must make a finding of noncompliance. All other questions (questions that do not contain the citation for the requirement) do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "**finding**."

**Instructions:** This Exhibit is designed to review the PJ's written agreement for compliance with HOME regulatory requirements covering written agreements with Owners, Developers, or Sponsors. Follow the sampling guidance in Section 7-4 of the introduction to this Chapter.

**Questions:**

1.

a. Was a written agreement executed between the PJ and the Owner, Developer or Sponsor? [24 CFR 92.504(b)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			
b. Specify whether the written agreement is with an Owner, Developer or Sponsor.			
Describe Basis for Conclusion:			

2.

Does the written agreement describe the use of HOME funds? [24 CFR 92.504(c)(3)(i)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

3.

Is there a schedule for the completion of tasks? [24 CFR 92.504(c)(3)(i)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
<b>Describe Basis for Conclusion:</b>			

4.

Is there a budget for the project? [24 CFR 92.504(c)(3)(i)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
<b>Describe Basis for Conclusion:</b>			

5.

Do the statement of work, the schedule, and budget contain sufficient detail to provide a sound basis for the PJ to effectively monitor performance under the agreement? [24 CFR 92.504(c)(3)(i)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
<b>Describe Basis for Conclusion:</b>			

6.

a. Does the agreement specify its duration? [24 CFR 92.504(c)(3)(ix)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
<b>Describe Basis for Conclusion:</b>			
b. If the housing assisted under the agreement is rental housing, is the agreement in effect through the affordability period required by the PJ under 24 CFR 92.252? [24 CFR 92.504(c)(3)(ix)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
<b>Describe Basis for Conclusion:</b>			

c. If the housing assisted under the agreement is homeownership housing, is the agreement in effect at least until completion of the project and ownership by the low-income family? [24 CFR 92.504(c)(3)(ix)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
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<b>Describe Basis for Conclusion:</b>
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7.

Does the agreement require that housing assisted with HOME funds meets: <ul style="list-style-type: none"> <li>the affordability requirements of 24 CFR 92.252 or 24 CFR 92.254 (as applicable); and</li> <li>require repayment of funds if the housing does not meet the affordability requirements for the specified time period?</li> </ul> [24 CFR 92.504(c)(3)(ii)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
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<b>Describe Basis for Conclusion:</b>
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8.

If the Owner, Developer, or Sponsor is undertaking rental projects, does the agreement establish the initial rents and the procedures for rent increases? [24 CFR 92.504(c)(3)(ii)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
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<b>Describe Basis for Conclusion:</b>
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9.

If the Owner, Developer, or Sponsor is undertaking homeownership projects for sale to homebuyers in accordance with 24 CFR 92.254(a), does the agreement set forth the resale or recapture requirements, which must be imposed on the housing? [24 CFR 92.504(c)(3)(ii)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
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<b>Describe Basis for Conclusion:</b>
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10.

Does the agreement require compliance with all HOME program requirements in 24 CFR Part 92, Subpart F, as applicable in accordance with the type of project assisted? [24 CFR 92.504(c)(3)(iii)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
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<b>Describe Basis for Conclusion:</b>
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11.

Does the agreement require that the housing meet the property standards in 24 CFR 92.251 and the lead hazard control requirements in 24 CFR 92.355 upon project completion? [24 CFR 92.504(c)(3)(iv)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
<b>Describe Basis for Conclusion:</b>			

12.

Does the agreement require Owners of rental housing assisted with HOME funds to maintain the housing in compliance with 24 CFR 92.251 for the duration of the affordability period? [24 CFR 92.504(c)(3)(iv)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
<b>Describe Basis for Conclusion:</b>			

13.

If the project contains 5 or more HOME-assisted units, does the written agreement specify the Owner's, Developer's, or Sponsor's affirmative marketing responsibilities as enumerated pursuant to 24 CFR 92.351? [24 CFR 92.504(c)(3)(v)(A)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
<b>Describe Basis for Conclusion:</b>			

14.

a. Does the agreement require the Owner, Developer, or Sponsor to meet all federal requirements and nondiscrimination established in 24 CFR 92.350? [24 CFR 92.504(c)(3)(v)(B)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
b. If the agreement specifies that any displacement, relocation, and acquisition requirements are being imposed by the PJ, are such requirements consistent with 24 CFR 92.353? [24 CFR 92.504(c)(3)(v)(c)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
c. Does the agreement specify the labor requirements prescribed in 24 CFR 92.354? [24 CFR 92.504(c)(3)(v)(D)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
d. Does the agreement specify the conflict of interest provisions prescribed in 24 CFR 92.356(f)? [24 CFR 92.504(c)(3)(v)(E)]	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>N/A</b>
<b>Describe Basis for Conclusion:</b>			

15.	<p>Does the agreement specify the particular records that must be maintained and the information or reports that must be submitted in order to assist the PJ in meeting its record keeping and reporting requirements? [24 CFR 92.504(c)(3)(vi)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>Yes    No    N/A</b>
<p><b>Describe Basis for Conclusion:</b></p>		
16.	<p>Does the agreement provide for a means of enforcement of the affordable housing requirements by the PJ for the intended beneficiaries? [24 CFR 92.504(c)(3)(vii)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>Yes    No    N/A</b>
<p><b>Describe Basis for Conclusion:</b></p>		
17.	<p>If the housing is rental housing, are the affordability requirements in 24 CFR 92.252 enforced by deed restrictions? [24 CFR 92.504(c)(3)(vii)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>Yes    No    N/A</b>
<p><b>Describe Basis for Conclusion:</b></p>		
18.	<p>Does the agreement specify remedies for breach of the agreement? [24 CFR 92.504(c)(3)(vii)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>Yes    No    N/A</b>
<p><b>Describe Basis for Conclusion:</b></p>		
19.	<p>Does the agreement specify that the Owner, Developer, or Sponsor may not request disbursement of funds under the agreement:</p> <ul style="list-style-type: none"> <li>• until the funds are needed for payment of eligible costs; and</li> <li>• that requests must be limited to the amount needed?</li> </ul> <p>[24 CFR 92.504(c)(3)(viii)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>Yes    No    N/A</b>
<p><b>Describe Basis for Conclusion:</b></p>		

20.

Does the agreement, where applicable, include the conditions prescribed in 24 CFR 92.257 for the use of HOME funds by religious organizations? [24 CFR 92.504(c)(3)(x)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>Describe Basis for Conclusion:</b>			

21.

If the Owner, Developer, or Sponsor is a Community Housing Development Organization (CHDO) and is using set-aside funds under 24 CFR 92.300, does the agreement include the appropriate provisions prescribed in 24 CFR 92.300 and 24 CFR 92.301? [24 CFR 92.504(c)(3)(xi)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>Describe Basis for Conclusion:</b>			

22.

Was the written agreement executed by the PJ and the Owner, Developer, sponsor before the project was funded in IDIS? (Compare the dated signatures on the written agreement to the Initial Funding Date on the View Activity Screen in IDIS.) [24 CFR 92.502(b)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>Describe Basis for Conclusion:</b>			





# JEFFERSON PARISH DEPT OF COMMUNITY DEVELOPMENT

## HOME Developer Application

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### HOME DEVELOPER PROGRAM KEY TERMS AND DEFINITIONS

**Acquisition** – The purchase of property. All acquisitions must comply with the requirements of [49 CFR Part 24](#) and the Uniform Relocation Assistance Act and Real Property Acquisition Policy of 1970, as amended (URA).

**Affordability** - The requirements of HOME that relate to the cost of housing both at initial occupancy and over established timeframes. The homebuyer's written agreement requires housing assisted with HOME funds to meet the affordability requirements of [24 CFR Part 92.252](#) or [24 CFR Part 92.254](#), as applicable, and requires repayment of the funds if the property owner does not meet the affordability requirements for the specified time period.

**Affordability Period** - The minimum period of time during which income-eligible households must occupy a HOME-assisted unit (rental or purchased) and comply with the HOME rules and regulations. To ensure that HOME investments yield affordable housing over the long term, HOME imposes occupancy requirements for rental and homebuyer units for a set time period based on the amount of HOME funds invested in the unit. For homebuyer projects, the length of the affordability period requirements varies depending upon the amount of HOME funds provided.

**Area Median Income (AMI)** - The median income of the region, established by HUD, which is adjusted for family size and used to determine the maximum income for households targeted in assisted projects. This is provided by HUD on an annual basis.

**Community Housing Development Organization (CHDO)** - A private nonprofit, community-based service organization with qualified staff that is receiving HOME funds as the owner, developer or sponsor of affordable housing for the community it serves.

**CHDO Set-Aside Funds** - HOME allocated funds set aside by the Parish (*a minimum of 15 percent*) from each annual HOME allocation for homebuyer or rental housing which is owned, developed, or sponsored by certified CHDOs.

**Developer Fee** - Compensation for the developer's time and for taking on the risk of developing a commercial or residential construction project. This fee can be up to 15 percent of the total project cost.

**Direct HOME Subsidy** - The amount of HOME assistance, including any program income, that is invested in a project. In addition, direct subsidy includes any assistance to a homebuyer that reduces the purchase price from fair market value to an affordable price.

**Director** - The Director of Jefferson Parish Department of Community Development or any other person(s) that may be designated to perform the various functions assigned to the Director.

**Environmental Review** - An environmental review is the process of reviewing a project to determine its potential environmental impacts and whether it meets federal, state, and local environmental standards.



# JEFFERSON PARISH DEPT OF COMMUNITY DEVELOPMENT

## HOME Developer Application

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**Hard Costs** - Expenses to develop housing that are invested in the physical property, generally including all construction costs. For additional details see [24 CFR Part 92.206](#).

**HOME-Assisted Units** - The HOME Program distinguishes between the units in a project that have been assisted with HOME funds and those that have not -- hence the term **HOME-assisted** unit. This distinction between HOME-assisted and unassisted units allows HOME funds to be spent on mixed-income projects while still targeting HOME dollars only to income-eligible households.

**Income-Eligible Household** - Households with incomes at or below 80 percent of the median income, adjusted for family size.

**Low-Income Families** – Families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under [24 CFR Part 5.612](#).

**Net Proceeds** -The sales price of the home minus superior loan repayment (other than HOME funds) and any closing costs.

**Program Funds** - Funds that have been duly appropriated or allocated to the Developer Program.

**Program Income** - Gross revenue received by a subrecipient generated from activities supported by HOME funds or matching contributions.

**Project** – A site or sites together with any building (including manufactured housing unit) or buildings located on the site(s) under common ownership, management and financing, to be assisted with HOME funds as a single undertaking. The “project” includes all of the activities associated with the site and building.

**Project Funding** - Any governmental and private funds, used to pay for hard and soft costs to carry out the construction or rehabilitation of housing under the Developer Program as described in [24 CFR §92.206](#).

**Property Owner** – Refers to the responsible individual that owns HOME-assisted housing and must meet HOME requirements and affordability period for the unit. This includes both owners of rental units and homebuyers.

**Recapture** - The mechanism for JPDCD to collect all or a portion of the direct HOME subsidy if the HOME recipient decides to sell the property within the affordability period at whatever price the market will bear.

**Soft Costs** - Expenses related to the development of affordable housing that are not direct construction. For additional details see [24 CFR Part 92.206](#).

**Special Flood Hazard Area (SFHA)** – A National Flood Insurance Program (NFIP) area where NFIP floodplain management regulations must be enforced due to high risk of localized flooding and for which mandatory purchase of flood insurance applies.



# JEFFERSON PARISH DEPT OF COMMUNITY DEVELOPMENT

## HOME Developer Application

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**Subsidy layering** - A financial review to ensure the project has long-term viability based on its investments, revenue sources, expenditures, and expected rate of return. A subsidy layering review calculates the gap of funds needed for the project to be completed, which is used as part of the determination for a HOME funding award.

**Uniform Physical Condition Standards (UPCS):** HUD adopted property standards for acquisition and rehabilitation of existing housing and ongoing standards for rental projects separate from local code standards.