

HOME INVESTMENT PARTNERSHIPS OPERATING CONTRACT

THIS HOME INVESTMENT PARTNERSHIPS OPERATING CONTRACT ("Contract"), made and entered in triplicate effective as of October 1, 2014 (the "Effective Date"), is by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision of the State of Florida (the "City"), and **METRO NORTH COMMUNITY DEVELOPMENT CORPORATION, INC.**, a Florida nonprofit corporation, which is a certified community housing development organization (the "CHDO").

RECITALS:

WHEREAS, the City has entered into an agreement with the U.S. Department of Housing and Urban Development ("HUD"), under Federal Grant Award No. M-14-UC-12-0209, and CFDA No. 14.239, for a grant to implement the HOME Investment Partnerships ("HOME") Program (the "Program") with a goal of expanding the supply of decent, safe, affordable housing for those of low and very low income;

WHEREAS, the Program provides that the City will contract with public or private for-profit or non-profit developers or non-profit community housing development organizations to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the City to enter into a special contract with the CHDO for the administration of a portion of said grant;

WHEREAS, pursuant to the authorization and appropriation set forth in **Ordinance 2014-674-E**, and the authority granted by HUD pursuant to 24 CFR Part 92 establishing the Program, the City hereby engages the services of the CHDO to administer and implement a portion of the Program as more particularly set forth in Attachment A (the "Project");

NOW, THEREFORE, in consideration of the mutual premises and covenants, and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 0

(Incorporation by Reference)

0.1 The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein.

0.2 Any exhibit or attachment to this Contract that is referenced in this Contract is, by this reference, made a part of this Contract and is incorporated herein.

ARTICLE I

(Supervision)

1.1 The CHDO agrees to perform the required services for the Project under the general coordination of the Planning and Development Department, Housing and Community Development Division of the City of Jacksonville. The City contact and address (for notices) is:

Housing and Community Development Division
214 North Hogan Street, 3RD Floor
Jacksonville, Florida 32202
Phone: (904) 255-8200 Fax: (904) 255-8265

ARTICLE II
(Scope of Services)

2.1 The CHDO agrees to perform the services necessary to complete the Project. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Project, then they are deemed implied by and included within the Project.

2.2 In addition to the requirements, limitations and restrictions set forth elsewhere in this Contract, the CHDO shall use the funds in a manner consistent with all federal, state and local laws, rules, regulations and policies, as amended from time to time, during the term of this Contract, including without limitation, all laws rules, regulations and policies governing HOME funds, the terms of which are incorporated herein by this reference. The CHDO acknowledges and agrees that it has reviewed, understands and is familiar with all applicable federal, state and local laws, rules, regulations and policies concerning this Contract, and it has not relied on the City as to the content or meaning of such laws, rules, regulations or policies. If any of the obligations of this Contract are to be performed by a subcontractor of the CHDO, the CHDO shall incorporate the provisions of this section into the subcontract. Additionally, the CHDO represents and warrants to the City that the CHDO has reviewed, understands, and is familiar with and will comply with the provisions of the Jacksonville Ethics Code, Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Procurement Code, Chapter 126, Jacksonville Ordinance Code.

ARTICLE III
(Funding)

3.1 The City agrees to pay the CHDO an **amount not to exceed \$31,400.60**, which amount is the maximum indebtedness of the City pursuant to this Contract and the only obligation of the City under this Contract. The City makes no warranty as to the sufficiency of the funds for the Project, and the CHDO understands and agrees that whether the City's funds are sufficient to complete the Project, the CHDO's duty under the provisions of this Contract is to complete the Project.

3.2 The City shall pay this amount over the period of this Contract commencing on the Effective Date and **ending September 30, 2015**, to the CHDO for services rendered herein on a reimbursement basis and in accordance with the provisions of this Contract and as set forth in **Attachment A**. In no event shall City be required to advance any of such funds. The CHDO shall expend the funds solely and exclusively for the expenses described in this Contract. The CHDO shall not expend or otherwise use any of the funds for any other purpose.

3.3 The method of payment shall be according to the Financial Procedures, as described in **Attachment "B"**. The City shall not be obligated or required to make any disbursements if the CHDO is in breach of this Contract.

3.4 Any unused or residual funds remaining at the termination of this Contract or after completion of the Project shall revert to and belong to the City (including any funds on hand at the time of expiration of funding and any accounts receivable attributable to the use of the funds); if any reimbursable funds were distributed to the CHDO then such funds are to be due and payable on the date of the termination and shall be returned by the CHDO to the City no later than thirty (30) days thereafter. If the CHDO receives or expends any portion of the funds in a manner inconsistent with the terms of this Contract (which shall include any funds reimbursed to the CHDO by the City in error) or any applicable federal, state or local law, rule, regulation or policy, then the CHDO shall upon written demand immediately refund and return all such funds to City. The

CHDO shall also reimburse the City for all costs, expenses and fees, including attorneys' fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due the City pursuant to this Contract. The City may immediately terminate this Contract if funds are improperly spent.

3.5 Funds may be transferred from line item to line item within the line items specified in **Attachment "B"** only with prior written approval of the City's Housing and Community Development Division, provided that no expenditure shall exceed the maximum indebtedness set forth in section 3.1 of this Contract.

3.6 The use of funds described in this Contract is subject to the written approval of HUD.

3.7 The CHDO acknowledges and agrees that it shall expend funds for the Project as specified in **Attachment A**.

3.8 To the extent applicable, the CHDO's financial management system and accounting procedures shall meet the requirements of 24 CFR 85.20, 24 CFR 570.506, and either: 1) OMB Circular A-21 "Cost Principles of Educational Institutions," 2) OMB Circular A-87 "Cost Principles for State, Local and Indian Tribe Governments," or 3) OMB Circular A-122 "Cost Principles for Non-Profit Organizations," and 24 CFR 92.508.

ARTICLE IV (Reporting)

4.1 By the fifth (5th) of every month during the term of this Contract, the CHDO shall provide the City with a report in form and content acceptable to the City showing all activities, including a narrative summary of any progress and a financial statement showing all expenditures appurtenant to the Project. All expenditure of funds shall be made on a unit of service basis or as set forth in the Attachments. An acceptable form of report may be obtained from the City's Housing and Community Development Division.

4.2 The CHDO shall use the report that has been approved by the City, as described in **Attachment "C"**. The City shall be permitted to modify this form at any time during the term of this Contract.

4.3 The CHDO's failure to submit monthly reports is grounds either for the City to withhold further payments to the CHDO or terminate this Contract.

4.4 The CHDO shall provide the City with all additional Project information as may be requested by the City from time to time, in form and content acceptable to the City.

ARTICLE V (Indemnification; Insurance)

5.1 The CHDO is an independent contractor, and not an employee, agent, partner, joint venturer, representative or associate of the City, in conducting the Services set forth in this Contract. The CHDO shall be solely responsible for the means, methods, techniques, sequences and procedures used in its performance of this Contract.

5.2 The CHDO, and its subsidiaries, (collectively the "Indemnifying Parties") shall (and shall require all subcontractors of any tier) hold harmless, indemnify, and defend the City and its current and past officials, officers, directors, members, representatives, affiliates, agents, employees, successors and assigns (collectively the "Indemnified Parties") against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and cost and expense of whatsoever kind or nature (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, arising directly or indirectly out:

(i) any of the Indemnifying Parties operations, work or services performed in connection with this Contract including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties and its respective, employees, representatives, agents, affiliates or assigns, regardless of where the damage, injury or death occurred;

(ii) any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, regardless of whether such injury or damage is caused by negligence, errors and omissions, recklessness, or intentionally wrongful conduct. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the CHDO or those under its control shall, immediately, make every reasonable effort to secure for the City a license, authorizing the continued use of the Service or product. If the CHDO fails to secure such a license for the City, then the CHDO or those under its control shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City at no additional cost to the City, so that the Service or product is non-infringing;

(iii) any violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, by the CHDO or those under its control;

(iv) any breach of any covenant, obligation, representation or warranty made by the CHDO in this Contract or in any certificate, document, writing or other instrument delivered by the CHDO pursuant to this Contract;

(v) any actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Indemnifying Parties at any time on or prior to the day and year first above written, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the CHDO or those under its control relating to an environmental claim.

This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section shall survive the term of the Contract and any holdover and/or contract extensions thereto, whether such term expires

naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract. To the extent an Indemnified Party exercises its rights under this section, the Indemnified Party will (1) provide reasonable notice to the CHDO of the applicable claim or liability, and (2) allow the CHDO to participate in the litigation of such claim or liability (at CHDO's expense) to protect its interests. Each Indemnified Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Indemnified Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

5.3. **Insurance.** Without limiting its liability under this Contract, the CHDO shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and the CHDO shall require its subcontractors of any tier, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and in the amounts not less than stated below, and prior to work commencement provide a certificate (with applicable endorsements) on a form that is acceptable to the City's Division of Insurance and Risk Management evidencing the following required coverages to the City:

<u>Schedule</u>	<u>Limits</u>
Worker's Compensation/Employers Liability	
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Policy Limit
	\$ 1,000,000 Each Employee/Disease

This insurance shall cover the CHDO (and to the extent its subcontractors of any tier are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability - (Form CG0001)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those approved in writing by the City's Office of Insurance and Risk Management.

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Ops Aggregate
\$1,000,000	Personal/Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage
\$ 5,000	Medical Expenses

Automobile Liability

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

ISO Form CA0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability

(To the extent Professional services are being rendered)

\$1,000,000 per Claim
\$2,000,000 Aggregate

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.)

Sexual Molestation

\$1,000,000 per Claim
\$2,000,000 Aggregate

(To the extent program includes direct supervision of children, special needs, and/or senior citizens)

(Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis)

Additional Insurance Provisions:

A. Waiver of Subrogation. All insurance shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the City and members, officials, officers, employees and agents

B. Additional Insured: All insurance except Worker’s Compensation, Dismemberment, and Professional Liability shall be endorsed to name the City of Jacksonville and its members, officials, officers, employees and agents. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and Automobile Liability CA2048; endorsements will be provided to, reviewed, and approved by the City’s Division of Insurance and Risk Management prior to commencement of work.

C. CHDO’s Insurance Primary. The insurance provided by the Provider for shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. Except as authorized in this Contract, the insurance maintained by the CHDO shall apply on a first dollar basis without

application of a self-insurance, deductible or self-insured retention. Except as authorized specifically in this Contract, no self-insurance, deductible or self-insured retention for any required insurance provided by Receipting pursuant to this Contract will be allowed. If there is any self-insurance, deductible or self-insured retention for any required insurance, the Receipting shall be responsible for paying on behalf of the City (and any other person or organization CHDO has, in this Contract, agreed to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. The City will not be responsible for any self-insurance, deductibles, or self-insured retentions under this Contract.

E. CHDO's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the CHDO or its subcontractors or of any tier, employees, or agent to the City or others. Any remedy provided to the City or its members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. No Waiver by City Approval/Disapproval. Neither approval by City nor failure to disapprove the insurance furnished by CHDO shall relieve CHDO of CHDO's full responsibility to provide insurance as required under this Contract.

G. Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The CHDO shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event the CHDO is unable to obtain such endorsement, the CHDO agrees to provide the City the notice directly. Until such time as the insurance is no longer required to be maintained by CHDO, CHDO shall provide the City with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

H. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the City's Division of Insurance and Risk Management, if requested to do so by the City, the CHDO shall, within thirty (30) days after receipt of a written request from the City, provide the City with a certified, complete copy of the policies of insurance providing the coverage required herein.

I. Anything to the contrary notwithstanding, the liabilities of the CHDO under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by the CHDO shall relieve the CHDO or its contractors, sub-contractors or sub-subcontractors of any tier from responsibility to provide insurance as required by the Contract.

J. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may, at its sole option require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

ARTICLE VI
(Contract Period and Termination)

6.1 This Contract shall be effective beginning on the Effective Date and **terminating on September 30, 2015**, unless terminated sooner with or without cause, by either party by giving thirty (30) days prior written notice of such cancellation.

6.2 The occurrence of any one or more of the following events prior to the expiration of the term of this Contract shall constitute an event of default hereunder: (a) failure to perform or observe any material term, agreement, covenant or condition of this Contract, which default continues for thirty (30) days after written notice thereof (unless a shorter period is set forth elsewhere in this Contract); (b) a violation of any applicable federal, state or local law, rule, regulation or policy with respect to the subject matter hereof; (c) if any representation or warranty contained in this Contract shall be false or misleading in any material respect; (d) the application by the CHDO for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets, or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or if any corporate action shall be taken by it for any purpose of effecting any of the foregoing, or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of any party hereto or of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days; or (e) an event of default of the CHDO under any other agreement or transaction between the CHDO and the City.

6.3 If the City terminates this Contract due to an event of default by the CHDO, then the City may exercise all rights and remedies it may have at law or in equity. Failure or delay on the part of the City to notify the CHDO of a default shall not be deemed to be a waiver by the City of said default or of any future default of the CHDO.

6.4 Termination shall be effective at the close of business on the 30th day after notice without the necessity of any further notice to the CHDO if the breach has not been corrected within the thirty (30) day period. Notice shall be delivered by certified mail, return receipt requested, or by any other means of delivery with proof of delivery. Upon receipt of a notice of termination and, except as otherwise directed, the CHDO shall:

- i. Cease working under this Contract;
- ii. Place no further orders or subcontracts related to the performance of the Service, which was terminated;
- iii. Terminate all orders and subcontracts related to the performance of the Service that was terminated; and
- iv. Prepare all necessary reports and documents required under the terms of this Contract up to the date of termination, including the final report, without reimbursement for the services rendered in completing said reports beyond the termination date.

6.5 If the CHDO should materially fail to comply with any term of this Contract, suspension or termination may occur in accordance with 24 CFR 84.62, which provisions are incorporated herein by this reference. If funds should fail to be or cease to be provided to the City

or appropriated by the City Council, then the City may terminate this Contract and shall reimburse the CHDO for necessary and reasonable payments made by CHDO up to the date of the termination only.

ARTICLE VII
Uniform Administrative Requirements

7.1 The CHDO shall comply with the requirements and standards of Circular No. A-122, "Cost Principles for Non-Profit Organizations", and with Title 24 Housing and Urban Development, CFR Part 84, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations."

7.2 The CHDO shall maintain project records (including records of the CHDO's general contractors, subcontractors, material men, laborers and other persons engaged in connection with this Contract) a minimum of five (5) years after the termination or expiration of this Contract with the exception of any requirement of any litigation or claim set forth below. The CHDO shall make available to City, the City's agents, and HUD, and permit said parties to examine, inspect and have access to, at all reasonable times such Project records.

7.3 The CHDO shall maintain records sufficient to meet the requirements of 24 CFR 92.508(a)(3). All records and reports required herein shall be retained and made accessible to the City as provided in 24 CFR 92.508(c) and (d).

7.4 All original records pertinent to this Contract shall be retained by the CHDO for five (5) years following the date of termination of this Contract or of submission of the final close-out report, whichever is later, with the following exceptions:

- a. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved;
- b. records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for five (5) years after final disposition;
- c. records relating to real property acquisition shall be retained for the Affordability Period defined in **Attachment A**.

ARTICLE VIII
(General Provisions)

8.1 The CHDO shall hire an independent certified public accountant to audit the program in accordance with OMB Circular A-133 or any successor OMB Circular as available from time to time; provided, however, the cost and expense of such audit and any other reporting required in this Contract shall *not* be funded from the grant funds provided herein. If a grant specific audit is conducted, it must be submitted to the City no later than 120 days after termination of this Contract. If included in the CHDO's overall organizational audit(s), then the audit must be submitted no later than 120 days following the end of each fiscal year of the CHDO during which grant funds were expended by the CHDO.

8.2 The CHDO shall abide by the provisions of Section 112.3135, Florida Statutes, as from time to time amended, pertaining to nepotism in its performance under this Contract.

8.3 The CHDO shall abide by Chapter 119, Florida Statutes, and related laws, concerning the Public Records laws as from time to time amended.

8.4 The CHDO accepts the funds appropriated pursuant to this Contract in accordance with the terms of this Contract and shall abide by the audit requirements of this Contract or such other audit requirements as may be required by the City.

8.5 The CHDO shall adhere to the following City procurement requirements in its purchase of labor, materials, supplies, and equipment, and will maintain written documentation in its records:

- Any purchase up to \$2,500 requires 1 written quotation;
- Any purchase over \$2,500 to \$15,000 requires 2 written quotations;
- Any purchase over \$15,000 to \$30,000 requires 3 written quotations;
- Any purchase over \$30,000 to \$65,000 requires 4 written quotations;
- Any purchase over \$65,000 requires a formal bid procedure (advertising and sealed bids); and any professional design services exceeding \$25,000 require a formal bid procedure (advertising and sealed bids).

8.6 Upon a recommendation by the City, based on a written justification from the CHDO that a purchase can only be efficiently and effectively made from one proprietary or sole-source, the City may approve the purchase in accordance with the procedures set forth herein without competition or advertisement, but only: (i) after posting prior notice of said purchase on City's website or newspaper for no fewer than seven (7) calendar days; and (ii) if it is specifically found by the City from all of the relevant facts that a proprietary or sole-source purchase is proper under the circumstances. As a prerequisite to obtaining a purchase from a proprietary or sole-source, the CHDO shall be required to provide a memorandum from its Executive Director or President to the City that:

1. Provides a summary of the scope of goods or services to be provided, identifying each item, component or service being procured and the price being proposed for the same;
2. Provides a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended proprietary or sole-source provider. For purposes of this section: (i) a "Proprietary Source" procurement shall apply to follow-up goods or services, such as replacement parts or warranty-related or required maintenance services for products and equipment previously purchased by the CHDO, or follow-up or related study services by the same professional that performed the original service that may only be efficiently and effectively provided from one justifiable source; and (ii) a "Sole-Source" procurement shall apply when there is only one justifiable source, such patented and manufactured products and services offered for sale in noncompetitive market or solely by a manufacturer's authorized dealer;
3. Asserts that the CHDO, prior to justifying the proprietary or sole-source, has researched the availability of the requested goods or services from other sources in applicable markets and has discussed and evaluated the same with the Housing and Community Development Division's appropriate project manager.
4. Attaches (i) a Scope of Goods and/or Services; (ii) a Fee and/or Cost Summary; and (iii) a copy of a proposal letter from the proprietary or sole-source provider regarding the scope of goods and/or services and other proposed contract terms and conditions, i.e. price, duration, etc.

ARTICLE IX
(Conflict of Interest)

9.1 In the procurement of labor, supplies, equipment, construction and services by the CHDO or by any contractor or subcontractor of the CHDO, the conflict of interest provisions in 24 CFR 84.42, as may be amended from time to time, shall be adhered to, as applicable.

9.2 No person who is an employee, agent, consultant, officer, or elected official or appointed official of the CHDO, or of any designated public agencies, or any contractor or subcontractor of the CHDO and who is receiving HOME funds or who exercises or has exercised any functions or responsibilities with respect to HOME activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

9.3 Upon the written request of the CHDO, the U.S. Department of HUD may grant an exception to the provisions of this Article IX on a case-by-case basis when it determines that such an exception will serve to further the purposes of the HUD program regulations and the effective and efficient administration of the CHDO's program or the Project.

ARTICLE X
(HOME Program Administration Requirements)

10.1 The CHDO agrees to operate the Project in accordance with the provisions of 24 CFR part 92 and other applicable HUD regulations.

10.2 The expenditures will consist of eligible CHDO operating expenses which are incurred by the CHDO in its efforts to provide quality, safe and decent housing to persons at or below 80% of the Median Family Income for Jacksonville, Florida, based on need, as measured by the most current income limits for Jacksonville, Florida, as amended from time to time. The current income limits are attached hereto as **Attachment D**. The income limits are subject to change and eligibility will be determined on the income limits in effect at the time of purchase of any dwelling unit.

10.3 The CHDO shall ensure that the Project meets the requirements of 24 CFR 92.251 relating to property standards and all applicable local housing code requirements for the duration of this Contract and any modifications, amendments or successor agreements hereto.

10.4 The CHDO agrees to comply with such other terms and conditions, including record keeping and reports for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

ARTICLE XI
(Other Federal Program Requirements)

11.1 The CHDO shall carry out each activity in compliance with all applicable federal laws and regulations, which are incorporated into the Contract by this reference, including, but not limited to:

- Pub. L 88-352 - Title VI of the Civil Rights Act of 1964
- Pub. L. 90-284 - Title VIII of the Civil Rights Act of 1968
- Executive Order 11063 (as amended by Executive Order 12259)
- Section 109 of Title I of the Housing and Community Development Act of 1974 (as amended by 42 U.S.C. 5301-5320)
- Davis-Bacon Act (as amended by 40 U.S.C. 276a to a-7)
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)
- National Flood Insurance Program (as set forth in the Florida Disaster Protection Act of 1973)
- Displacement, Relocation Assistance and Real Property Acquisition (as set forth in 49 CFR Part 24 and 24 CFR Part 42)
- Employment and Contracting Opportunities:
 - Executive Order 11246 (as amended by E.O. 11375 and supplemented by 41 CFR Part 60)
 - Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- Lead Based Paint Poisoning Prevention (as set forth in 24 CFR Part 35)
- Use of Debarred, Suspended or Ineligible Contractors or Sub-Contractors [in accordance with E.O.s 12549 and 12689, and as set forth in 24 CFR Part 29 and 29 CFR 5.12(a)(1)]
- Nondiscrimination Based on Age or Handicap (as set forth in the Age Discrimination Act of 1975, as amended, and 24 CFR Part 146)
- Section 504 of the Rehabilitation Act of 1973
- Environmental Protection Agency Regulations National Environmental Policy of 1969
- Title 24, Code of Federal Regulations, Volume 1, Part 135

11.2 This Contract is also governed by the following:

A. If the CHDO is or was created by a religious organization, the CHDO agrees that all funds disbursed under this Contract shall be subject to the conditions, restrictions, and limitations of 24 CFR 5.109 and 24 CFR 92.257.

B. The CHDO shall comply with the Federal Funding Accountability and Transparency Act, P.L. 109-282 (the "Act"), including all reporting requirements contained therein. In accordance with the requirements of the Act, the CHDO shall provide the City with the following information contemporaneously with the CHDO's execution of this Contract:

i. Provide the City with the names and total compensation of the CHDO's five most highly compensated officers if the CHDO in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and \$25,000,000.00 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of the CHDO through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986, as provided in § 2(b)(1) of the Act; and

ii. Provide the City with the CHDO's entity information, Data Universal Numbering System ("DUNS") number, and Parent DUNS number, if applicable; and

iii. Register in the United States Government's Central Contractor Registration System ("CCR") pursuant to the provisions of the Act and provide the

City with documentation verifying the same at the time of CHDO's execution of this Contract. The CHDO must ensure that such registration remain current and in good standing throughout the term of this Contract.

The CHDO further agrees to provide the City with additional information and documentation throughout the term of this Contract as may be requested by the City to ensure alignment of the CHDO's system and processes to meet the reporting requirements and other requirements of the Act. Notwithstanding any provision in this Contract to the contrary, a CHDO's violation of this section shall be cause for immediate suspension of payment to the CHDO of the grant funds provided herein by the City and unilateral cancellation of this Contract by City upon thirty (30) days prior written notice to the CHDO of such cancellation.

C. The CHDO shall comply with the Federal Immigration and Naturalization Act. The City shall consider the employment by the CHDO of unauthorized aliens a violation of Section 274A(e) of the Federal Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this Contract upon thirty (30) days prior written notice of such cancellation.

ARTICLE XII

Representations and Warranties by CHDO

12.0 Without limiting the representations, warranties and covenants of the CHDO set forth elsewhere in this Contract, as a material inducement for City to enter into this Contract, the CHDO represents and warrants to the City (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the term of this Contract as if continuously reiterated) that:

12.1 The CHDO is a Florida non-profit corporation duly incorporated and validly existing under the laws of the State of Florida. The CHDO is authorized to conduct business and is in good standing in the State of Florida. The CHDO has full power and authority (including the CHDO obtaining any and all required third party consents) to execute and deliver this Contract and all documents contemplated hereby, to perform its obligations arising hereunder and thereunder, and that the CHDO's entering into this Contract will not conflict with or result in a breach of any other agreement to which the CHDO is a party. The individuals signing on behalf of the CHDO have full power and authority to do so and the CHDO shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence such authority.

12.2 The CHDO has tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code.

12.3 The making, execution and delivery of this Contract and performance of all obligations hereunder by the CHDO have been duly authorized and approved by the shareholders, members, partners, or Board of Directors (as the case may be) of the CHDO.

12.4 This Contract and all documents contemplated hereby each constitute a legal, valid and binding obligation of the CHDO, enforceable in accordance with their respective terms, assuming execution of the same by the City.

12.5 This Contract and all documents contemplated hereby do not and will not contravene any provision of the governing documents of the CHDO, any judgment, order, decree, writ or injunction to which the CHDO is bound, or any provision of any applicable law or regulation to which the CHDO is bound. The execution and delivery of this Contract and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result

in a breach of or constitute a default under any agreement or require the consent from any third party.

12.6 The CHDO and each of its general contractors, subcontractors, materialmen, laborers and other persons performing services relating to the Project hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Project. The CHDO shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence such licenses, permits and authorizations.

12.7 The CHDO has not employed or retained any third party having a relationship with the City to solicit or secure this Contract and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Contract.

12.8 The CHDO has not engaged a broker, finder or other similar third party in connection with this Contract that would obligate the City to pay any cost, expense, fee to such broker, finder or other similar third party.

ARTICLE XIII Miscellaneous

13.1 This Contract shall not be amended or modified in any way except by an instrument in writing executed by both parties hereto.

13.2 Any notices permitted or required in this Contract, shall be in writing and shall be duly delivered when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated herein. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any party may change its address as designated herein by giving notice thereof to the other. The address for the City is set forth in Article 1 above, and the address for the CHDO is set forth below its signature.

13.3 TIME IS OF THE ESSENCE in the performance by any party of its obligations hereunder. If the time for performance falls upon a Saturday, Sunday, or legal holiday defined so by Florida law, time for performance shall be the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business days.

13.4 No waiver of any term of or obligation pursuant to this Contract may occur or be enforced unless it is signed by both parties hereto. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.

13.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, if any, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.6 Except as expressly provided to the contrary herein, each section, part, term or provision of this Contract shall be considered severable, and, if for any reason, any section, part,

term or provision herein is determined to be invalid, contrary to or in conflict with any existing law, rule or regulation by a court or governmental agency having competent jurisdiction, and the enforceability of the invalid provision does not adversely affect the purpose and intent of this Contract, in the City's sole discretion, the remaining sections, parts, terms or provisions of this Contract, which shall continue to be given full force and effect.

13.7 This Contract and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Contract is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

13.8 The CHDO acknowledges, consents and agrees that all legal actions or proceedings arising out of or related to this Contract shall lie exclusively in a state or federal court in Duval County, Florida. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

13.9 In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the CHDO represents and warrants to the City that the CHDO has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the term of this Contract. The CHDO agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, that the CHDO shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. The CHDO agrees that, if any of the obligations of this Contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

13.10 The CHDO shall, on request of the City, (a) promptly correct any defect, error or omission in this Contract and any related documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Contract; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect its rights against the rights or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Contract.

13.11 Unless otherwise expressly provided herein, in the event of a conflict between any provisions of this Contract and any attachment or exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. All parties acknowledge and agree that they have had meaningful input into the terms and conditions contained in this Contract. The CHDO acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice. Should any provision of this Contract require judicial interpretation, there shall be no presumption that the terms hereof shall be more strictly construed against either party.

13.12 Captions and headings in this Contract are for convenience of reference only and shall not affect the construction of this Contract.

13.13 The parties hereto shall follow the provisions of Section 126.110, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies, or contractor or subcontractors which are receiving

funds or who exercise or have exercised any functions or responsibilities with respect to the Project or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have a interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one (1) year thereafter. In addition, in the procurement of labor, supplies, equipment, construction and services by the CHDO or by any general contractor, subcontractor, materialmen, laborer or other persons working on the Project, the conflict of interest provisions of any applicable federal, state or local law, rule, regulation or policy shall be adhered to by the same.

13.14 All of the CHDO's representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the termination of this Contract.

13.15 Except for contracts awarded pursuant to 40 USC section 3141, *et seq.*, the parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity in excess of \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

13.16 This Contract and the rights and obligations herein may not be assigned.

13.17 Prompt Payment to Subcontractors and Suppliers.

(a) Nothing herein shall prohibit the CHDO from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, the CHDO may withhold the disputed portion of any such payment only after the CHDO has provided notice to the City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and said subcontractor or supplier within (ten) 10 calendar days after the CHDO's receipt of payment from the City. The CHDO shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Notwithstanding Chapter 126, Part 6, Jacksonville Ordinance Code, the CHDO shall pay all contracts awarded with certified Jacksonville Small and Emerging Business ("JSEB") JSEBs and Minority Business Enterprise ("MBE") MBEs as defined therein their pro-rata share of their earned portion of the progress payments made by the City under the applicable contract within seven (7) business days after the CHDO's receipt of payment from the City (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to the CHDO, the CHDO shall provide to the City, with its requisition for payment, documentation that sufficiently demonstrates that the CHDO has made proper payments to its certified JSEB's or MBEs from all prior payments that the CHDO has received from the City. The CHDO shall not unreasonably withhold payments to certified JSEBs if such payments have been made to the CHDO. If the CHDO withholds payment to its certified JSEB's or MBEs, which payment has been made by the City to the CHDO, the CHDO shall return said payment to the City. The CHDO shall provide notice to City and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in

writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and said subcontractor or supplier within five (5) calendar days after the CHDO's receipt of payment from the City. The CHDO shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within seven (7) business days shall be deemed a breach of contract, compensable at one percent (1%) of the outstanding invoice being withheld by the City. Continued failure to adhere to this clause may be cause for termination.

(c) The prompt payment requirements hereunder shall, in no way, create any contractual relationship or obligation between the City and any subcontractor, supplier, JSEB, or any third-party or create any City liability for the CHDO's failure to make timely payments hereunder. However, the CHDO's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to the City. As a result of said breach, the City, without waiving any other available remedy it may have against the CHDO, may: (i) issue joint checks; and (ii) charge the CHDO a two tenths percent (0.2%) daily late payment interest charge or other charges specified in Chapter 126 of the Code for JSEB's or MBEs and Chapter 218, Florida Statutes, for non-JSEB's or MBEs, whichever greater.

13.18 The CHDO shall annually attend all training workshops relating to the subject matter hereof as reasonably required by the City.

13.19. In the provision of the services to be performed by the CHDO hereunder, the CHDO must comply with any and all applicable Federal, State and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). Such laws, rules, regulations and ordinances must also include, but are not limited to obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Contract, in the City of Jacksonville, State of Florida. If any of the obligations of this Contract are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

13.20. In conformity with Section 126.305, *Ordinance Code*: the CHDO understands and agrees that execution of this Contract by the CHDO shall be deemed to be simultaneous execution of truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Contract, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over fifty thousand dollars. Pursuant to such certificate, the CHDO hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, the CHDO agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Contract.

13.21. To the extent that this Contract meets or exceeds the statutory price threshold, of \$1,000,000.00, the CHDO by execution of this Contract certifies to the City that CHDO is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes §215.473. Pursuant to Florida Statutes §287.135, the CHDO agrees that the City may terminate this Contract immediately, without penalty, if the CHDO is found to have submitted a false certification or if the CHDO is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

13.22. The CHDO and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under this Contract for inspection, copying or audit by the City.

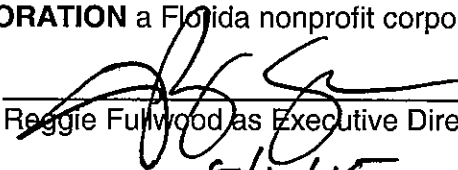
13.23 This Contract may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

13.24 This Contract constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements and understandings, oral or written, between them with respect to such subject matter.

**[The remainder of this page was left blank intentionally by the parties.
Signature pages to follow.]**

IN WITNESS WHEREOF, the parties hereto duly execute this Contract as of the day and year first written above.

METRO NORTH COMMUNITY DEVELOPMENT CORPORATION a Florida nonprofit corporation

By: 
Reggie Fullwood as Executive Director

Dated: 8/6/15

CHDO INFORMATION

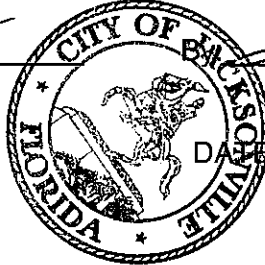
Name: Metro North Community Development Corporation, Inc.
Contact: Reggie Fullwood, Executive Director
Address: 3105 North Main Street
Jacksonville, Florida 32206
Telephone: (904) 358-1224 Fax: (904) 358-1225
E-Mail: rfullwood@metronorthcdc.org
Federal Tax Identification Number: 31-1761439
Data Universal Numbering System (DUNS Number): 796289135
Central Contractor Registration (CCR Number): 57MG5

[Signature page of the City of Jacksonville to immediately follow this page.]

ATTEST:

CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision of the State of Florida

By: James R. McCain, Jr.
James R. McCain, Jr.
As Corporation Secretary



Lenny Curry
Lenny Curry, as Mayor
DATED: 8/18/15

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

In compliance with Section 24.103(e) of the *Ordinance Code* of City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

[Signature]
As Director of Finance
Contract # 8463-56
ms

Account #: PDCD1N5
Project #: 005340
Grant #: PDC010 Grant Detail #:15
Sub-Object: 08301
Amount: \$31,400.60
Project Detail: (Not applicable)

FORM APPROVED:

By: [Signature]
Office of General Counsel

G:\Finance & Compliance\Legal\Contracts\Boilerplates\2014-2015\Drafts\HOME Operating Metro North (Project #05340).doc
G:\Gov't Operations\LHodges\Housing and Community Development Division\HCDD Contracts\2014-2015 Forms\Contracts\HOME Operating Metro North (Project #005340)-8-6-15.doc

LIST OF ATTACHMENTS

Attachment A	The Project/Scope of Services
Attachment A-1	Operating Expense Budget
Attachment B	Payment Request Form
Attachment B-1	Line Item Budget Change Form
Attachment C	Monthly Status Report Form
Attachment D	Program Income Limits

This Contract provides operating expenses to the CHDO for its conduct of business as follows: The CHDO shall construct or rehabilitate dwelling units pursuant to HOME regulations, which dwelling units shall remain affordable for a minimum term (the "Affordability Period") as defined below, and the CHDO shall record a Declaration of Restrictive Covenants to effectuate the same:

TYPE OF ACTIVITY	AMOUNT OF HOME FUNDS	AFFORDABILITY PERIOD (YEARS)
All rental and home ownership activities	Less than \$15,000	5 years
All rental and home ownership activities	\$15,000 to \$40,000	10 years
Home ownership or rental rehabilitation involving financing	Over \$40,000	15 years
New construction of rental properties or acquisition of newly constructed housing	Any \$ Amount	20 years

ATTACHMENT A-1
Operating Expense Budget

(See Attached)

**UNIVERSAL FUNDING APPLICATION
FISCAL YEAR 2014-2015
BUDGET SUMMARY FORM**

Agency Name: Metro North Community Development Corp.

Project Name: CHDO Operating

SOURCES OF REVENUES	PROPOSED FY 2014/2015
A. FUNDS REQUESTED	\$ 31,400.60
B. SOURCES OF MATCHING FUNDS (50% Minimum)	
1. (Name of Source)	\$ 31,250.00
2. (Name of Source)	\$ 18,000.00
3. (Name of Source)	\$ 275,659.75
C. IN-KIND MATCHING FUNDS (50% Minimum)	\$ -
TOTAL SOURCES OF REVENUE	\$ 356,310.35

EXPENDITURES	TOTAL PROJECT COST	A FUNDS REQUESTED	B SOURCES OF MATCHING FUNDS (50% Minimum)			C IN-KIND MATCHING FUNDS (50% Minimum)
			(Name of Source) LISC	(Name of Source) Donations	(Name of Source) Developer Fees	
I. ADMINISTRATIVE EXPENDITURES						
A. PERSONNEL SERVICES						
1. Salaries & Wages	\$ 213,500.00	\$ 30,000.00	\$ 31,250.00	\$ -	\$ 152,250.00	\$ -
2. Employee Benefits	\$ 21,810.75	\$ 1,400.60	\$ -	\$ -	\$ 20,409.75	\$ -
TOTAL PERSONNEL SERVICES	\$ 235,310.75	\$ 31,400.60	\$ 31,250.00	\$ -	\$ 172,659.75	\$ -
B. OPERATING EXPENDITURES						
1. Professional Services	\$ 16,000.00	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -
2. Travel & Per Diem	\$ 5,500.00	\$ -	\$ -	\$ -	\$ 5,500.00	\$ -
3. Communications Services	\$ 4,700.00	\$ -	\$ -	\$ -	\$ 4,700.00	\$ -
4. Utility Services	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00	\$ -
5. Rentals & Leases	\$ 17,400.00	\$ -	\$ -	\$ 5,000.00	\$ 12,400.00	\$ -
6. Insurance	\$ 11,500.00	\$ -	\$ -	\$ 5,000.00	\$ 6,500.00	\$ -
7. Repair & Maintenance Services	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -
8. Printing & Binding	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -
9. Promotional Activities	\$ 12,500.00	\$ -	\$ -	\$ -	\$ 12,500.00	\$ -
10. Other Current Charges & Obligations	\$ 26,600.00	\$ -	\$ -	\$ -	\$ 26,600.00	\$ -
11. Office Supplies	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -
12. Operating Supplies	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -
13. Dues, Subscriptions & Memberships	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -
14. Employee Training	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -
15. Depreciation	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -
16. Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENDITURES	\$ 116,300.00	\$ -	\$ -	\$ 18,000.00	\$ 98,300.00	\$ -
C. CAPITAL EXPENDITURES						
1. Computers	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -
2. Office Equipment	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -
3. Office Furnishings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Other	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -
TOTAL CAPITAL EXPENDITURES	\$ 4,700.00	\$ -	\$ -	\$ -	\$ 4,700.00	\$ -
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 356,310.75	\$ 31,400.60	\$ 31,250.00	\$ 18,000.00	\$ 275,659.75	\$ -
II. SERVICES TO CLIENTS EXPENDITURES						
A. PERSONNEL SERVICES						
1. Salaries & Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PERSONNEL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. OPERATING EXPENDITURES						
1. Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Travel & Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Communications Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Utility Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rentals & Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Repair & Maintenance Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Promotional Activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Other Current Charges & Obligations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Dues, Subscriptions & Memberships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Employee Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. CAPITAL EXPENDITURES						
1. Computers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Office Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Office Furnishings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Vehicle	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CAPITAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SERVICES TO CLIENTS EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT EXPENDITURES	\$ 356,310.75	\$ 31,400.60	\$ 31,250.00	\$ 18,000.00	\$ 275,659.75	\$ -
PERCENT OF BUDGET	100.1%	8.8%	8.8%	5.1%	77.4%	0.0%

EXPENDITURES

II. SERVICES TO CLIENTS EXPENDITURES

A. PERSONNEL SERVICES

1. Salaries & Wages

2. Employee Benefits

B. OPERATING EXPENDITURES

1. Professional Services

2. Travel & Per Diem

3. Communications Services

4. Utility Services

5. Rentals & Leases

6. Insurance

7. Repair & Maintenance Services

8. Printing & Binding

9. Promotional Activities

EXPENDITURES

10. Other Current Charges & Obligations

11. Office Supplies

12. Operating Supplies

13. Dues, Subscriptions & Memberships

14. Employee Training

15. Depreciation

C. CAPITAL EXPENDITURES

PAYMENT REQUEST FORM OPERATIONS BUDGET

CHDO Name: Metro North Community Development Corporation, Inc. Request # _____
 Address: 3105 North Main Street Contract# _____
 Jacksonville, Florida 32206 Project #: 005340
 Phone# (904) 358-1224 Date Submitted: _____
 Federal Tax ID #:31-1761439

1. Amount of this request: \$ _____
2. Contract funds received to date: \$ _____
3. Contract funds disbursed to date: \$ _____
4. Contract funds previously requested but not yet received: \$ _____

All contract funds must be disbursed within three (3) days of receipt. If line 2 does not equal line 1, please explain: _____

Line Item & Description	Budget	Amount Received to Date	Amount of this Request	Remaining Balance
TOTAL				

Comments: These funds are needed for: _____

I certify that the data reported above is correct and the amount of the payment requested does not exceed current needs.

Signed: _____ Date: _____
 Print Name: _____ Phone: _____
 Title: _____

*NOTE: Failure to include monthly report with or without pay request will constitute non-compliance and your payment request **will not** be processed.*

CONDITIONS PRECEDENT TO CITY'S DISBURSEMENT

I. METHOD OF PAYMENT

A. Reimbursement

Unless otherwise stated, all Contract funds will be released on a reimbursement basis. The payment request form set forth above may be submitted no more than monthly and the CHDO may not request disbursement until such time as there is a need for reimbursement of eligible costs. No disbursement shall be made until the operating expenses are incurred and reimbursement requests have been approved by the City Jacksonville. The time period for the City to process the payment request from submission of the request to availability of a check is **approximately ten to fifteen business days.**

B. Required Documentation

Payment requests must be accompanied by receipts, cancelled checks, bank statements corresponding with cancelled checks, invoices, written bids, phone quotes and any other reasonable and legible documents to support the expenditure and amount of payment requested as may be deemed appropriate by the City in the City's sole discretion.

Requests for reimbursement of wages, salaries and fringe benefits must include copies of employee time sheets, demonstrating the number of hours worked per day and per week. Each timesheet must be signed by the employee and his or her supervisor. If a full-time employee is paid partially with HOME funds, a time distribution sheet reporting the number of hours spent working on HOME projects and on other non-HOME projects, must be submitted. All requests for reimbursement of salary, wages and fringe benefits must be accompanied by a copy of the paycheck.

Payment requests for reimbursement of mileage must be accompanied by a log that identifies the employee, "from" where he or she traveled, "to" location, "number of miles," beginning and ending "odometer reading" and "purpose of trip." The mileage log must be signed by the employee and his or her supervisor.

Failure by the CHDO to turn in the monthly report attached hereto as **Attachment C**, as required, shall result in a denial of the CHDO's payment request.

Failure by the CHDO to provide the City with the above required documentation to receive payment under this Contract shall result in a denial of CHDO's payment request and shall constitute a material breach of this Contract.

C. Procurement

The requirements of Article VIII of this Contract outline the required procurement procedures and documentation for purchases. Items not specifically identified in this Contract will not be reimbursed with HOME funds.

LINE ITEM BUDGET CHANGE FORM

Date of Request: _____

CHDO Name: Metro North Community Development Corporation, Inc.

Contract Number: _____

CHDO's Signature: _____

Approved by: _____ Date: _____
(HCDD Staff)

Line Item	Approved Budget	Proposed Budget	Proposed Changes	Reason for Proposed Changes

MONTHLY REPORT

HOMEOWNERSHIP PRODUCTION REPORT											
ORGANIZATION:		PERSON COMPLETING REPORT:		DATE SUBMITTED:							
FISCAL YEAR:		CONTACT NUMBER:									
PRODUCTION GOAL:		NUMBER OF LOTS IN INVENTORY (site control):									

CONTRACT NUMBER	BUYER NAME (LAST, FIRST)	% OF MEDIAN INCOME	HOUSEHOLD DEMO-GRAPHICS	REAL ESTATE NUMBER	PROPERTY ADDRESS	ZIP	N.O.C DATE	DATE OF SALES CONTRACT	BEFORE CONSTRUCTION APPRAISED VALUE	TOTAL DEVELOPMENT COST	DEVELOPMENT SUBSIDY	C. O. DATE	CLOSING DATE	CURRENTLY UNDER CONSTRUCTION	PROPERTY ACQUIRED WITH NI FUNDS	AMOUNT OF NEIGHBORHOOD INITIATIVE FUNDS USED
1	Doc, Jeffrey	31.50%	Native American	1234-56-7890	125 Main Street	32202	12/1/2009		\$ 112,000.00	\$ 150,215.00	\$ 38,215.00	2/18/2010	2/28/2010	No	Yes	\$ 23,052.89
2																
3																
4																
5																
6																
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34																
35																
TOTALS									\$ 112,000.00	\$ 150,215.00	\$ 38,215.00					\$ 23,052.89

ATTACHMENT C
Page 2

	Number of Contracts Per				Dollar Value Per Contract										
	Total Number of Contracts	Alaskan Native or American Indian	Asian or Pacific Islander	Hispanic	White Non-Hispanic	Women Business Enterprises (WBE) Female	Women Business Enterprises (WBE) Male	Total Dollar Value	Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	White Non-Hispanic	Women Business Enterprises (WBE) Female	Women Business Enterprises (WBE) Male
1	0							\$ 38,215.00					\$ 38,215.00		
2															
3															
4															
5															
6															
7															
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35															
TOTALS:	0	0	0	0	0	0	0	\$ 38,215.00	\$	\$	\$	\$	\$ 38,215.00	\$	\$ 38,215.00

ATTACHMENT D
Program Income Limits
Effective January 9, 2014
(as updated from time-to-time)

PROGRAM INCOME LIMITS
(Effective January 9, 2014)

HOUSEHOLD SIZE	50% OF MEDIAN	60% OF MEDIAN	70% OF MEDIAN	80% OF MEDIAN	100% OF MEDIAN	120% OF MEDIAN
1 person	22,150	26,580	31,010	35,400	44,300	53,160
2 persons	25,300	30,360	35,420	40,450	50,600	60,720
3 persons	28,450	34,140	39,830	45,500	56,900	68,280
4 persons	31,600	37,920	44,240	50,550	63,200	75,840
5 persons	34,150	40,980	47,810	54,600	68,300	81,960
6 persons	36,700	44,040	51,380	58,650	73,400	88,080
7 persons	39,200	47,040	54,880	62,700	78,400	94,080
8 persons	41,750	50,100	58,450	66,750	83,500	100,200