

## CHAPTER 6 – HOME CONTRACT

This section of the HOME Manual provides guidance on the steps that must be fulfilled before a funded project is implemented, and an overview of the requirements that a grantee must fulfill as a result of signing a HOME Contract.

### **Caution:**

- 1. Before seeking any professional services or contractors, a grantee must understand and follow the procurement processes required of HOME-funded projects. See Chapter 8 - Procurement.**
- 2. Before contracting for non-general administrative services, a grantee must receive a Notice of Release of Funds from the Department.**

### **Notice of Approval Letter**

A letter announcing the award is sent to each successful HOME program applicant. The letter specifies the amount of the award and the activity or activities funded. The amount of the award may be smaller than the requested amount. A grantee will also find in the Notice of Approval contact information for the program representative, the Department staff person assigned as the principal contact for all matters concerning the grant.

An approved applicant is required to designate an employee to have principal day-to-day responsibility for the administration of this grant. In addition, grantees may procure and contract for administrative services to assist in the implementation of the grant.

The award letter cautions the grantee about incurring costs. Non-general administrative costs incurred prior to receiving a Notice of Release of Funds cannot be reimbursed with HOME funds. Only a very limited number of costs may be incurred prior to receiving a Notice of Release of Funds. Only costs associated with the general administration of a grant are allowable such as contracting for administrative services or hiring staff to administer the grant. Administrative costs include those necessary for completing the Special Conditions requirements of the HOME Contract. Contracts for general administration services must be executed after the Notice of Approval date. All expenses incurred prior to the Notice of Approval cannot be reimbursed by HOME funds.

Note that each HOME award is unique. The Department provides funds for administrative costs in a variety of ways depending upon the nature of the project and the type of grantee. Grantees should understand the budget in the HOME Contract, including the line item to be used for administrative costs.

Grantees should confirm with their program representative as to the budget line item authorized for general administration of the award. This often will vary from the budget submitted with the original application.

## **HOME Contract**

The grantee will receive two copies of the HOME Contract (see Attachment 1 for a sample contract) after receiving the Notice of Approval. This is the contract between the Department and the grantee. The grantee should thoroughly review the terms and conditions of the contract with its attorney.

The Chief Elected Official of a local government and the Authorized Official of a non-profit or public housing agency are the only individuals recognized by the Department as authorized to sign and execute HOME contractual documents. This applies to any contract extensions and amendments involving changes in terms, conditions and amounts. At the time of application, the local government grantee should have passed a resolution authorizing the Chief Elected Official to sign such documents. Non-profit and public housing agencies should provide the Department with documentation as to whom the organization has designated as the Authorized Official to execute grant documents.

The grantee has one month to sign both copies of the HOME Contract and send both copies to the following address:

HOME  
Nebraska Department of Economic Development  
P.O. Box 94666  
301 Centennial Mall South  
Lincoln, NE 68509-4666

## **Terms**

The HOME Contract contains a project description, time of performance, sources and uses of funds, conditions governing the use of HOME funds and the special conditions for release of funds. In most cases, the special conditions of the contract must be satisfied within three months and the project completed within two years.

Each grantee is responsible for adhering to all the terms of their HOME Contract. A substantial number of regulations, acts and statutes apply to the grant. It is a good idea to understand all the requirements of the contract. The Department will hold the grantee responsible for any conditions of the contract not fulfilled and seek repayment if necessary.

### ***Special Conditions for Release of Funds***

Recipients of HOME funds are advised to carefully review their HOME Contract before implementing the funded project. Contained within the contract is a section entitled Special Conditions for Release of Funds. The section begins by stating "Funding of the amount stipulated in §1.01 will not be released to the Recipient by the Department until the following Special Conditions for Release of Funds are met." These Special Conditions must be satisfactorily completed by the identified date, or the Department reserves the right to cancel the contract if these special conditions are not met within this specified time frame.

**Project costs cannot be obligated or incurred prior to the Department issuing a written Notice of Release of Fund to the grantee.**

## Typical Special Conditions for Release of Funds

### **HOME Program Grantee Information Sheet**

Documentation that the grantee has completed and returned this form.

### **HOME Authorization to Request Funds**

Documentation that the grantee has completed and returned this form.

### **Environmental Review**

Documentation is required by the Department evidencing the grantee's completion of its responsibilities for environmental review and decision making pertaining to the HOME Project, and its compliance with the National Environmental Policy Act of 1969 (NEPA), and other provisions of Federal law as specified in 24 C.F.R. Part 58, which furthers the purposes of NEPA. (See Chapter 7 – Environmental Review)

### **Procurement Standards**

Documentation is required evidencing adoption of appropriate procurement standards.

### **Excessive Force Certification**

Required if the grantee is a unit of general local government. Documentation that the grantee has adopted a policy to prohibit the use of excessive force by law enforcement agencies against any individual engaged in nonviolent civil rights demonstrations.

### **Fair Housing**

Documentation that the grantee has specifically provided a description of the actions it will take during the course of the HOME Project to fulfill the requirements to affirmatively further fair housing. (See later in this chapter for more guidance on fair housing)

### **Implementation Schedule**

Completion and submission to the Department of this form.

### **Additional Special Conditions, as applicable**

**Program Guidelines**

**Program Income Reuse Plan**

**Rehabilitation Procedures**

Disclaimer: The above list represents a list of typical standard special conditions, however all HOME Contracts are tailored to a specific project with unique standard conditions. The Special Conditions for Release of Funds in the HOME Contract must be satisfied before the Notice of Release of Funds will be issued for that project.

**Forms and samples to assist in completing special condition requirements are available from the Department's website.**

### ***Affordability Requirements***

The time of performance of a HOME project, as stated in the contract, is generally one, two or three years. However, all HOME grants, with the exception of awards strictly funding organizational capacity, must comply with the requirements of 24 CFR Part 92 regarding periods of affordability. These periods vary by the type of activity and amount of assistance provided. Please read the chapters on homeowner, homebuyer and rental for more details on compliance with periods of affordability.

Affordability periods range up to twenty years. It is not until full compliance is met by the grantee at the end of the affordability period(s) that the contract is fulfilled. Failure to fulfill the contract through the end of the required affordability period(s) subjects the grantee to actions by the Department including possible repayment.

### ***Uniform Administrative Requirements***

The grantee is required, pursuant to 24 C.F.R. §92.505 and §92.506 and Department requirements, to comply with various uniform federal administrative requirements concerning: financial management standards including cost principles; procurement standards and property management standards; and audit requirements.

#### **Units of Local Government -**

- 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (only sections as identified in 24 CFR 92.505 – see attachment 3);
- OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments";
- OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations"; and

#### **Non-profit Organizations (including CHDOs undertaking non CHDO set-aside projects) –**

- 24 CFR Part 84 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations " (only sections as identified in 24 CFR 92.505 – see attachment 3);
- OMB Circular A-122, "Cost Principles for Non-profit Organizations";
- OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations"; and

#### **CHDOs acting as owners, sponsors or developers on a CHDO set-aside project –**

- 24 CFR 84.21 "Standards for Financial Management Systems";
- OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations"; and

### ***Federal and State Requirements***

In PART V: SPECIAL REQUIREMENTS AND ASSURANCES the grantee agrees to comply with the requirements of the HOME Program and 24 CFR Part 92. The grantee will also comply with other laws and regulations, both federal and state, as they are applicable to the Project, including but not limited to, the following (and then the contract lists a number of items).

The grantee must gain understanding of all the requirements that they are agreeing to comply with. The following is meant as a summary of some of the requirements and not a complete coverage of the responsibilities of HOME grantees.

### CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

#### **Title VI of the Civil Rights Act of 1964**

Provides that no person shall be excluded from participation in, denied program benefits of, or subject to discrimination based on race, color and/or national origin under any program or activity receiving federal financial assistance. (Regulations implementing the provisions for HUD programs may be found in 24 CFR Part 1)

#### **Section 109 of the Housing and Community Development Act of 1974**

Provides that no person shall be excluded from participation in (including employment), defined program benefits of, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

#### **Age Discrimination Act of 1975**

Provides that no person shall be excluded from participation in, denied program benefits of, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. (Regulations in 24 CFR Part 146)

#### **Section 504 of the Rehabilitation Act of 1973**

Prohibits discrimination in federally assisted programs on the basis of handicap. Section 504 imposes requirements to ensure that "qualified individuals with handicaps" have access to programs and activities that receive federal funds. Under Section 504, recipients and subrecipients are defined more broadly than under the HOME program. Section 504 recipients and subrecipients include any entity that receives federal funding (for example, a subrecipient or CHDO). The specific requirements under Section 504 are summarized in Attachment 2.

- ❑ For any recipient or subrecipient principally involved in housing or social services, ***all*** of the activities of the agency --not just those directly receiving federal assistance --are covered under Section 504.
- ❑ Contractors and vendors are subject to Section 504 requirements only in the work they do on behalf of a recipient or subrecipient.

- ❑ The ultimate beneficiary of the federal assistance is not subject to Section 504 requirements.
- ❑ Under Section 504, recipients and subrecipients are *not* required to take actions that create undue financial and administrative burdens or alter the fundamental nature of the program.

### **Architectural Barriers Act of 1968**

#### **Americans with Disability Act**

Compliance with all provisions of the Americans With Disabilities Act (ADA) with respect to hiring, training, and employment practices, including reasonable accommodation of persons with disabilities in hiring, training, and employment practices; and in assuring access by persons with disabilities to facilities and services provided by the grantee to the general public.

Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. The Act, also referred to as the ADA, also states that discrimination includes the failure to design and construct facilities (built for first occupancy after January 26, 1993) that are accessible to and usable by persons with disabilities. The ADA also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.

#### **Executive Order 11246**

Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. Provisions to effectuate this prohibition must be included in all construction contracts exceeding \$10,000. Implementing regulations may be found at 41 CFR Part 60.

The grantee, and subcontractors, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The grantee, and subcontractors, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. The grantee must post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

#### **Executive Orders 11625, 12432, and 12138**

These orders require recipients of federal funds to provide maximum opportunities to disadvantaged minority-owned business enterprises and to women-owned business enterprises to participate in the performance of contracts financed in whole or part with HOME funds.

## FAIR HOUSING STANDARDS AND PROVISIONS

### **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**

See Chapter 10 – URA for more information on compliance with this act.

### **Title VIII of the Civil Rights Act of 1968, As Amended by the Fair Housing Amendments Act of 1988**

This law, seeking fair housing practices throughout the United States, prohibits any person from discriminating in activities associated with housing, because of race, color, national origin, religion, sex, handicap, or familial status. The grantee must also administer programs and activities relating to housing and urban development in a manner that affirmatively promotes fair housing and furthers the purposes of Title VIII. Fair Housing Act implementing regulations may be found in 24 CFR Part 100-115.

### **Executive Order 11063, As amended by Executive Order 12259**

This order directs the grantee to take all action necessary and appropriate to prevent discrimination because of race, color, religion, sex, or national origin; in the sale, leasing, rental, and other disposition of residential property and related facilities (including land to be developed for residential use); or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions from the federal government. Equal Opportunity in Housing regulations may be found in 24 CFR Part 146.

## ENVIRONMENTAL STANDARDS AND PROVISIONS

(For more information on environmental requirements see Chapter 7 – Environmental)

### **National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58**

#### **Historic Preservation**

The grantee will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469 a-1, et. seq.) by:

- a. Consulting with the state Historical Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.0) by the proposed activity; and,
- b. Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.

### **Lead-Based Paint Poisoning Prevention Act of 1971 and regulations at 24 C.F.R. Part 35**

This law prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance of any kind, and requires the elimination of lead-based paint hazards.

### **Flood Insurance**

The grantee will comply with the flood insurance purchase requirement of §102(a) of the Flood Disaster Protection Act of 1973. §102(a) requires, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards.

### **LABOR STANDARDS AND PROVISIONS**

(For more information on labor standards requirements see Chapter 10 – Construction & Labor Standards) Note that not all projects are subject to all the following provisions.

### **Davis-Bacon Act**

Ensures that mechanics and laborers employed in construction work under federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance, and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs.

### **Section 2 of the June 13, 1934 Act Popularly Known as The Copeland Anti-Kickback Act**

Governs the deductions from paychecks that are allowable. Makes it a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which he/ she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.

### **Fair Labor Standards Act of 1938**

Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

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

Provides that mechanics and laborers employed on Federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and healthy working conditions.

### **Section 3 of the Housing and Urban Development Act of 1968**

Requires that, to the greatest extent feasible, opportunities for training and employment arising from HOME will be provided to low-income persons residing in the program service area. Also, to the greatest extent feasible, contracts for work (all types) to be performed in connection with HOME will be awarded to business concerns that are located in or owned by persons residing in the program service area.

### **Debarred, Suspended, or Ineligible Contractors under 24 CFR Part 24**

Under this regulation, HOME funds may not be used, directly or indirectly, to employ, award contracts to, otherwise engage the service of, or fund, any contractor or subrecipient during any period of debarment, suspension, or placement on ineligible status, under the provisions of 24 C.F.R. Part 24.

### **Affirmatively Furthering Fair Housing**

Grantees must certify that they will take affirmative action to further fair housing (Title VIII of the Civil Rights Act of 1968). This requirement dictates some form of new action be undertaken by the grantee, not just passive compliance with existing laws and ordinances. Fair housing is generally thought of as the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, creed, sex, or national origin.

Grantees as a Special Conditions requirement must inform the Department of actions they will undertake to further fair housing. Some suggested actions are:

- Adopt a fair housing ordinance with means of enforcement.
- Undertake a review of existing fair housing ordinances, zoning and land use practices for discriminatory policies or practices.
- Support and participate in educational programs coordinated with local realtors, home builders, and mortgage lenders designed to provide information on fair housing rights.
- Provide housing referral and counseling services, which assist minorities, women, and the handicapped seeking housing within the grantee's jurisdiction. Encourage local employers to cooperate in efforts to find housing for their employees and to promote equal housing choices within the community.
- Request assistance from the Nebraska Equal Opportunity Commission or other advocacy groups in undertaking fair housing informational or technical assistance seminars in your community or region.
- Use the Equal Housing Opportunity logo on official letterhead and prominently display posters, logo and informational material on fair housing and periodically print a notice in local newspaper that the grantee is an active supporter of fair housing laws
- Host a Fair Housing Month (April) event.

### **Release of Funds**

Upon receiving the "Notice of Release of Funds" letter, the grantee may obligate non-general administrative costs, set-up activities and draw down funds for eligible costs incurred. A Release of Funds will not be approved if there are any unresolved audit findings relating to a past grant and remains unresolved beyond the normal period or is deemed to be extreme misconduct.

## **Setting Up Funds**

After the Department issues a Notice of Release of Funds and prior to requesting HOME funds for non-general administrative uses, a grantee must complete a HOME Activity Set-Up Report to “set-up” HOME funds per address (activity). Upon approval by the Department of a Set-Up Report a number will be provided to the grantee for that activity (address). More information on set-ups is available in Chapter 13 - Financial.

## **Requesting HOME Funds**

The grantee must complete and send to the Department a Request for HOME funds only as funds are needed for the project. Funds can only be requested for those activities that are set-up. HOME funds will be disbursed electronically to the grantee’s bank. The grantee has only 15 working days to spend HOME funds following receipt. More information on requesting funds is available in Chapter 13 - Financial.

## **Amendments/Extensions**

Grantees must request approval from the Department for any of the following four changes:

1. Changes to the budget
2. Extensions of the contract end date
3. Decreases in proposed accomplishments
4. Amendments to housing program guidelines

The Department will review amendment requests using the following factors:

- (a) The effect the amendment will have on the points earned in the selection process.
- (b) Grantee’s performance and capacity. An on-site visit may be required before a determination can be made.

A HOME Contract Amendment Request Form that details the required documentation to include in a contract change request is available at the Department’s website.

Request requirements for the four changes are:

### **1. Changes to the budget**

- Original Contract Budget Approved
- Proposed Budget After Amendment

Attachment 1: Letter from the Chief Elected Official or the Authorized Official including:

1. Certification that the governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
  - a. Changes to the nature of the project requiring the amendment
  - b. Steps being taken to avoid any future amendment requests for the same reasons
3. If additional local matching funds are required as a result of this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective

Attachment 2: Minutes from the public hearing (for local governments) or board meeting (for non-profits and local housing authorities) held on the proposed amendment.

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in Chapter 7 – Environmental Review)

### 2. Extensions of the contract end date

- Original Contract End Date
- Current Contract End Date including any previously approved extensions
- Proposed Contract End Date

Attachment 1: A letter from the Chief Elected Official or the Authorized Official stating the following

1. Certification that the governing body has approved the extension;
2. Identification and reasons for the proposed amendment; including
  - a. Changes to the nature of the project requiring the amendment;
  - b. Steps being taken to avoid any future amendment requests for the same reasons
3. If additional local matching funds are required as a result of this extension, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity

### 3. Decreases in proposed accomplishments

- Original Proposed Accomplishments
- Current Proposed Accomplishments

Attachment 1: A letter from the Chief Elected Official or the Authorized Official stating the following

1. Certification that the governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
  - a. Changes to the nature of the project requiring the amendment;
  - b. Steps being taken to avoid any future amendment requests for the same reasons
3. If additional local matching funds are required as a result of this decrease, certification that such funds are available.

Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity

4. Amendments to housing program guidelines

Attachment 1: Letter from the Chief Elected Official or the Authorized Official stating the following:

1. Certification that the governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required as a result of this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity

Attachment 3: A complete copy of the proposed revised housing program guidelines

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT  
HOME PROGRAM CONTRACT 11-XXHO-0000  
(regarding homeownership project [generally known as [project name]])  
CFDA#14.239**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department"), and [name, status, address] ("Recipient"), upon the date of signature by both parties.

**RECITALS:**

**A.** Pursuant to the provisions of the Cranston-Gonzalez National Affordable Housing Act of 1990, the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states through the HOME Investment Partnership Program ("HOME" or "HOME Program") and has made available a grant to the Department.

**B.** The Department has been designated and empowered to receive, administer, and disburse HOME funds so as to achieve an adequate supply of affordable housing for low-income Nebraskans.

**C.** The Recipient has submitted an application ("Application") to the Department, which Application the Department has approved, which Application is incorporated herein by this reference, setting forth a project to provide affordable housing for low-to-moderate income Nebraskans, using HOME Program funds ("HOME Funds"). The project consists of housing units located, or to be located, in [Anytown], Nebraska, as such units are described, and as the project requirements are prescribed, in this paragraph and in the *Table of Project Requirements* found on the next page of this contract, which *Table* is incorporated within this paragraph by this reference, (the "Project"). The HOME Funds assistance will provide funds for [providing assistance in owner-occupied home rehabilitation, other].

**D.** The Project housing units are to be owned by homebuyers or owner-occupiers (as the case may be) who qualify as eligible for assistance under the HOME Program and as eligible under the terms of the Project approved in the Application.

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All percentage references in this table, e.g., 60%, include the implied phrase "at or below" prior to the % and the implied phrase "of the area median income per the most recent HUD income limits" after the %.

Table of Project Requirements (for homebuyer assistance, or owner-occupied rehabilitation, project)						
Requirement Descriptions			Data/Comment			
Total number of units in the Project→			00			
Total number of HOME-assisted units→			00			
Number of HOME units <b>80%</b> for HOME Low-Income Limits→			00			
Number of HOME units <b>60%</b> for HOME 60% Income Limits→			00			
Number of HOME units <b>50%</b> for HOME Very Low-Income Limits→			00			
Total number of NAHTF-assisted units→			00			
Number of NAHTF units <b>100%</b> for HOME Very Low-Income Limits x 2			00			
Number of NAHTF units <b>80%</b> for HOME Low-Income Limits			00			
Number of NAHTF units <b>60%</b> for HOME 60% Income Limits			00			
Number of NAHTF units <b>50%</b> for HOME Very-Low Income Limits			00			
Total number of CDBG-assisted units→			00			
Number of CDBG units <b>80%</b> for HOME Low-Income Limits			00			
Number of CDBG units <b>60%</b> for HOME 60% Income Limits x 2			00			
Number of CDBG units <b>50%</b> for HOME Very Low-Income Limits			00			
Affordability period, if any (source and duration)→			<input type="checkbox"/> HUD-imposed affordability period, specified in Part III of this contract		<input type="checkbox"/> Nebraska-imposed affordability period, specified in Part III of this contract	
Project is subject to: resale restrictions; or to recapture provisions; or to other affordability ensuring provisions—as checkbox marked here and as described in §3.03 of this contract. If no checkbox is marked here, the omission was inadvertent in the preparation of this contract, and the invocation of <u>recapture</u> provisions will be deemed to apply to this contract.						
<input type="checkbox"/> Resale restrictions <input checked="" type="checkbox"/> Recapture provisions will be invoked <input type="checkbox"/> Other						
Categories of homebuyers/homeowners to be served→	<input checked="" type="checkbox"/> No restrictions	<input type="checkbox"/> Elderly aged <b>62</b> and older	<input type="checkbox"/> Elderly aged <b>55</b> and older	<input type="checkbox"/> Persons w/ disabilities (particulars below*)	<input type="checkbox"/> 'Other' (particulars below)	[Reserved]
Particulars as to persons w/disabilities or as to 'Other' category→Not applicable.						

**AGREEMENT:**

Premised on the Recitals above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

**PART I: TERMS AND CONDITIONS.**

**§1.01 Conditional Nature of, and Amount of, the Award of HOME Funds; and Manner of Disbursement to Recipient.**

The Department will disburse HOME Funds to the Recipient, for the Project, as a **conditional grant**, in a total amount not to exceed \$000. The HOME Funds will in turn be used by the Recipient to carry out the Project.

The conditions making the grant a conditional grant include compliance with all the terms and conditions of this contract, most particularly including monitoring and enforcing: (a) the eligibility requirements (including the income eligibility, ownership of the property eligibility, and the occupancy as the principal residence of the homebuyer/homeowner requirement); and (b) the affordability period requirements through the imposition of liens, recapture requirements, or resale restrictions; as required under the HOME Program. The HOME Program requirements are published in the final HOME Rule at 24 C.F.R. Part 92. The requirements and restrictions particularly applicable to affordability requirements in homeownership projects are noted at 24 C.F.R. §92.254. If all conditions are satisfied, then the grant will be declared unconditional.

The Recipient will be held responsible for full repayment of the conditional grant to the Department unless and until unconditional grant status is achieved. If the Recipient is required to repay all or any portion of the conditional grant to the Department, the Recipient may, of course, pursue reimbursement of such funds (the funds the Recipient pays to the Department) from the homeowner through enforcement of whatever contractual arrangements for repayment from the homeowner the Recipient may have. This may include: promissory notes, or attendant collateral lien instruments, or land use restriction agreements, or deed restrictions, or a combination of one or more of such; as the Recipient may have as part of its arrangements with the homeowner. The Recipient is responsible for securing its position with respect to the homeowner and the real estate involved in the Project.

Disbursements will be made to the Recipient upon the request of the Recipient, in the form and manner prescribed by the Department and as prescribed by the HOME Program, and must be supported by documentation as required by the Department and as required by the HOME Program. All administrative and fiscal requirements for drawing HOME Funds will be the responsibility of the Recipient.

Disbursements may not be requested until the HOME Funds are needed for payment of eligible costs. The amount of disbursement requests must be limited to the amount needed. Program income available to the Recipient must be disbursed before requesting HOME Funds from the Department.

### **§1.02 Use of HOME Funds.**

The HOME Funds will be used for the HOME Project, as more particularly described in Paragraph C of the Recitals above. The HOME Funds will be used solely for the stated and approved purposes set forth in the Application and this contract.

### **§1.03 Time of Performance.**

The period covered under this contract will be [24][36] months from [date]. The termination date of this contract will be [date]. All of the required activities and services, except for administration and audit, will be completed by or before this date.

#### **§1.04 Incorporation of RECITALS Paragraphs as Agreed Terms of Contract.**

All provisions of paragraphs A, B, C, and D of the Recitals above are incorporated as agreed provisions of the contract.

### **PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.**

Funding of the amount stipulated in §1.01, will not be released to the Recipient by the Department until the following Special Conditions for Release of Funds are met. These special conditions must be satisfactorily completed no later than [date]. The Department reserves the right to cancel the contract if these special conditions are not met within this specified time frame.

#### **§2.01 HOME Program Grantee (Recipient) Information Sheet.**

Documentation that the Recipient has completed and returned a HOME Program Grantee (Recipient) Information Sheet as prescribed by the Department.

#### **§2.02 HOME Authorization to Request Funds.**

Documentation that the Recipient has completed and returned a HOME Authorization to Request Funds form as prescribed by the Department.

#### **§2.03 Environmental Review.**

Documentation is required by the Department evidencing the Recipient's completion of its responsibilities for environmental review and decision making pertaining to the HOME Project, and its compliance with the National Environmental Policy Act of 1969 (NEPA), and other provisions of Federal law as specified in 24 C.F.R. Part 58, which furthers the purposes of NEPA.

#### **§2.04 Procurement Standards.**

Documentation is required by the Department evidencing adoption of appropriate procurement standards as specified in §4.01 below as applicable to the Recipient.

#### **§2.05 Excessive Force Certification.**

If the Recipient is a unit of general local government, then it must provide documentation that it has adopted a policy to prohibit the use of excessive force by local law enforcement agencies against any individual engaged in nonviolent civil rights demonstrations.

## §2.06 Fair Housing.

Documentation identifying the Recipient's fair housing representative, including the representative's name and contact information. The Recipient must also submit a description of the actions they will take during the course of the HOME Project to fulfill the requirements to affirmatively further fair housing, and submit documentation demonstrating the actions that were actually taken. The requirement to submit documentation demonstrating the actions that were actually taken need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the HOME Project.

## §2.07 Other Special Conditions.

None.

All of the following must be approved, in writing, as acceptable to the Department, by the Department's Program Representative for Recipient's program:

- (a) Recipient's program guidelines for the Project which is subject of this award of HOME funds.
- (b) Documentation reflecting consideration and approval of Recipient's program guidelines by Recipient's elected council.
- (c) Recipient's plan for reuse of program income, and of recaptured funds, derived from Recipient's program. The Department's approval of such plan will allow the Recipient to retain such funds for use in additional eligible activities.
- (d) If applicable to Recipient's program, Recipient's rehabilitation procedures incorporating HUD's lead-based paint regulation requirements.

## PART III: SOURCES AND USES OF FUNDS; HOME PROJECT DESCRIPTION; AND OTHER REQUIRED CONDITIONS GOVERNING USE OF HOME FUNDS.

### §3.01 Sources and Uses of Funds.

Sources and Uses of Funds for the HOME Project are shown in the table below.

<b>SOURCES→</b>	<b>HOME</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>USES (Activities)↓</b>			
<b>HOME 0000 [description]</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>HOME 0580 Housing management</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>HOME 0181 General administration</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### §3.02 HOME Project Description.

The HOME Project is particularly described in Paragraph C of the Recitals above.

### **§3.03 Other Required Conditions Governing Use of HOME Funds.**

**The HOME Project and the HOME-assisted housing must comply with all the requirements of 24 C.F.R. Part 92, including all Subparts of such Part 92.**

Particularly note the Recipient's responsibility to comply with all the project requirements set forth in 24 C.F.R. Part 92, Subpart F, *Project Requirements*, which include:

- 24 C.F.R. §92.250, *Maximum Per-Unit Subsidy Amount and Subsidy Layering*
- 24 C.F.R. §92.251, *Property Standards*
- 24 C.F.R. §92.252, *Qualification as Affordable Housing: Rental Housing*
- 24 C.F.R. §92.253, *Tenant and Participant Protections*
- 24 C.F.R. §92.254, *Qualification as Affordable Housing: Homeownership*
- 24 C.F.R. §92.255, *Converting Rental Units to Homeownership Units for Existing Tenants*

Particularly note the Recipient's responsibility to carry out each activity in compliance with all federal laws and regulations set forth in 24 C.F.R. Part 92, Subpart H, *Other Federal Requirements*, which include:

- 24 C.F.R. §92.350, *Other Federal Requirements*
- 24 C.F.R. §92.351, *Affirmative Marketing; Minority Outreach Program*
- 24 C.F.R. §92.352, *Environmental Review*
- 24 C.F.R. §92.353, *Displacement, Relocation, and Acquisition*
- 24 C.F.R. §92.354, *Labor*
- 24 C.F.R. §92.355, *Lead-Based Paint*
- 24 C.F.R. §92.356, *Conflict of Interest*
- 24 C.F.R. §92.357, *Executive Order 12372*
- 24 C.F.R. §92.358, *Consultant Activities*

Particularly note the Recipient's affirmative marketing responsibilities set forth in 24 C.F.R. §92.351, which include:

- Adoption of affirmative marketing procedures and requirements for projects containing 5 or more HOME-assisted housing units. 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. These steps must include methods for informing the public, owners, and potential tenants about federal fair housing laws, and marketing procedures to be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach. The Recipient must keep records of affirmative marketing actions taken by the Recipient, and of such actions taken by the Project owner if different from the Recipient.

The conditional grant awarded by this contract must be repaid by the Recipient if the HOME-assisted housing does not meet the affordability requirements of 24 C.F.R. §92.254 throughout the entire appropriate period of affordability.

The affordability requirements relate to the eligibility requirements (including the income eligibility, ownership of the property eligibility, and the occupancy as the principal residence of the homebuyer/homeowner requirement) which must be enforced throughout the affordability period by the Recipient.

The Recipient must enforce the eligibility requirements and the affordability requirements through the imposition of liens (such as mortgages or deeds of trust), deed restrictions, recapture requirements, resale restrictions, or a combination of such as applicable to the situation; as required under the HOME Program.

The Department may require from the Recipient, at any time during the time of performance of this contract and during the period of affordability, documentation verifying the existence of, and proper recordation of, the necessary and appropriate liens, deed restrictions, and land use restriction agreements for enforcement of the affordability and eligibility requirements and restrictions. The liens, deed restrictions and restrictive covenants must, in legal terms of art, "touch and concern" the land, "burden and benefit" the respective parties, and "run with the land" so as to be binding upon the homeowner and any successors in title to the applicable Project real estate, and upon heirs, legal representatives, successors or assigns.

HOME-assisted units will remain affordable, beginning after HOME Project completion, for the affordability period established in Recipient's own program guidelines as reflected in the Application, or for the affordability period reflected in the following tables (whichever is more stringent, i.e., longer):

<b>HOME Funds invested per HOME-assisted unit:</b>	<b>HUD imposed length of period of affordability:</b>
Under \$15,000	None 5 years
\$15,000 to \$40,000	None 10 years
Over \$40,000	None 15 years

<b>HOME Funds invested per HOME-assisted unit:</b>	<b>State imposed length of period of affordability:</b>
Under \$15,000	None 5 years
\$15,000 to \$40,000	None 10 years
Over \$40,000	None 15 years

Monitoring and Documentation Duties of the Recipient During the Period of Affordability.

During the period of affordability, the Recipient will undertake, be responsible for, and complete, the following monitoring activities; and will maintain documentation of such monitoring activities, on a current basis and continuing through five years after the period of affordability: Review any and all transfers of Project property to ensure that it is

affordable to purchasers subsequent to the original homeowner and that subsequent purchasers are eligible, or, if such is not the case, ensure that recapture requirements are met, all pursuant to the requirements of 24 C.F.R. §92.254.

If the housing does not continue to be the principal residence of the original homeowner for the duration of the period of affordability, then:

Resale restrictions will apply. Resale restrictions must ensure that the housing is made available for subsequent sale only to a HOME Program eligible buyer and that such buyer will use the property as their principal residence.

or

Recapture provisions will be invoked to ensure recouping of HOME Funds. Several recapture options are available under 24 C.F.R. §92.254, two of the most commonly used being mentioned below. The Recipient will be required to reuse any recaptured funds in accordance with the approved plan for reuse of program income.

The entire amount of HOME subsidy, or the "net proceeds" from sale if such net proceeds are less than the entire amount of the HOME subsidy, will be recaptured. Net proceeds in this context means the sales price of the home minus loan repayments (other than repayment of HOME funds) and minus normal closing costs.

or

The HOME subsidy to be recaptured may be reduced on a pro rata basis comparing the years (rounded down to the nearest whole year) the homeowner has owned and occupied the housing, measured against the required affordability period. To illustrate application of this formula, if a homeowner has owned the housing for four years as against a 10-year period of affordability associated with a \$20,000 HOME-assistance amount, the calculation of the pro rata required recapture is:

$4/10 \times \$20,000 = \$8,000$  reduction. \$20,000 total  
HOME-assistance minus \$8,000 pro rata reduction =  
\$12,000 to be recaptured.

The applicability of resale restrictions, or recapture provisions, for this contract is determined by the checkbox markings in the *Table of Project Requirements* referred to and found in the Recitals to this contract beginning on the first page of this contract.

Termination/Revival of affordability restrictions. Affordability restrictions may terminate upon the occurrence of events such as foreclosure or a transfer in lieu of foreclosure. Affordability restrictions shall be revived according to their original terms if, during the original affordability period, the owner of record before the termination event, or any newly formed entity that includes the former owner or those with whom the former has or had family or business ties, obtains an ownership interest in the housing.

## **PART IV: OTHER CONTRACT CONDITIONS.**

### **§4.01 Uniform Administrative Requirements.**

The Recipient is required, pursuant to 24 C.F.R. §92.505 and §92.506, to comply with various uniform federal administrative requirements concerning: financial management standards including cost principles; procurement standards and property management standards; and audit requirements.

If the Recipient is a unit of general local government, it must comply with the requirements of OMB Circular A-87 and applicable provisions of 24 C.F.R. Part 85.

If the Recipient is not a governmental entity, but rather is a non-profit organization, it agrees to comply with the requirements of OMB Circular A-122 and applicable provisions of 24 C.F.R. Part 84. Certain provisions of 24 C.F.R. Part 84 implement OMB Circular A-110 (dealing with procurement standards and property management standards). If the Recipient is a CHDO acting as an owner, developer, or sponsor of HOME-assisted housing, the specific requirements of 24 C.F.R. §84.21 ("*Standards for Financial Management Systems*") will apply.

Audits of this conditional grant will be in accordance with the Single Audit Act of 1984, as amended, and the Office of Management and Budget (OMB) Circular A-133.

### **§4.02 Accounting for HOME Funds.**

The HOME Funds will be accounted for separately upon the books and records of the Recipient, in such manner as to allow funds tracing and a current status review of the HOME Funds at all times. A separate bank account for the HOME Funds is not required. The Recipient will keep all records concerning the HOME Funds in a manner which is consistent with generally accepted accounting principles. Payments from such HOME Funds will be obligations incurred in the performance of this contract; and will be supported by contracts, invoices, brochures, and other data, as appropriate, evidencing the necessity for such expenditures.

Requirements regarding disbursements from the Department to the Recipient are addressed in §1.01 of this contract.

#### **§4.03 Designation of Officials to Execute Contract and Amendments.**

The Director of the Department (or their designee) is the official authorized to execute this contract and any amendments to this contract, on behalf of the Department.

The Chief Elected Official (in the case of a unit of general local government as Recipient); or the Executive Officer (in the case of a Recipient which is not a government entity); of the Recipient is the official authorized to execute this contract and any amendments to this contract, on behalf of the Recipient.

The Recipient or the Department may request amendments to this contract. Amendments will not take effect until mutually agreed to in writing by both parties.

By signing this contract, the Recipient certifies that it possesses legal authority to: accept HOME Funds under the HOME Program; and to carry out the HOME Project.

#### **§4.04 Waiver in Writing.**

No conditions or provisions of this contract can be waived unless approved by the Department in writing.

#### **§4.05 Assignment of Interest.**

The Recipient will not assign or transfer any interest in this contract without the written consent of the Department.

#### **§4.06 Records and Record Keeping Duration.**

The records that must be maintained by the Recipient, and information and reports that must be maintained by the Recipient (and submitted to the Department, if requested), in order to assist the Department in meeting the Department's record keeping and reporting requirements include, at a minimum, the records specified at 24 C.F.R. §92.508(a).

Those records, include, but are not limited to, the project records specified in 24 C.F.R. §92.508(a)(3), which are:

- A full description of the project, including the location, the form of HOME assistance utilized, and the units assisted with the HOME Funds.
- The source of, and use of, funds for the project, including supporting documentation in accordance with 24 C.F.R. §85.20.
- Records demonstrating that each rental housing or homeownership project meets the minimum per-unit subsidy amount of 24 C.F.R. §92.205(c), the maximum per-unit subsidy amount per 24 C.F.R. §92.250(a), and the subsidy layering guidelines adopted in accordance with 24 C.F.R. §92.250(b).
- Records demonstrating that the project meets the property standard of 24 C.F.R. §92.251 and the lead-based paint requirements of 24 C.F.R. §92.355.

- Records demonstrating that each family is income eligible in accordance with 24 C.F.R. §92.203.
- Records demonstrating that each rental housing project meets the affordability and income targeting requirements of 24 C.F.R. §92.252 for the required period. Records must be kept for each family assisted.
- Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with 24 C.F.R. §92.206(b).
- Records demonstrating that each lease for an assisted rental housing unit complies with the tenant and participant protections of 24 C.F.R. §92.253. Records must be kept for each family.
- Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase price for the area in accordance with 24 C.F.R. §92.254(a)(2). The records must demonstrate how the estimated value was determined.
- Records demonstrating that each homeownership project meets the affordability requirements of 24 C.F.R. §92.254 for the required period.

All records pertinent to the HOME Funds and the Project will be retained by the Recipient for a period of five years after final audit unless a longer retention period is required by the provisions of 24 C.F.R. §92.508. If any claim, litigation, or audit is started before the expiration of the five-year period, the records must be retained until all claims, litigation, or audit findings involving the records have been resolved (or until the end of the five-year period, whichever is later).

#### **§4.07 Access to, and Inspection of, Records.**

The Department and duly authorized officials of the state and the federal government will have full access to; and the right to examine, audit, excerpt, and transcribe; any of the Recipient's records pertaining to all matters covered by this contract.

#### **§4.08 Conflict of Interest.**

No officer, employee, or agent of the Recipient will participate in the selection, or in the award or administration, of a contract supported by HOME Funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (a) the officer, employee, or agent;
- (b) any member of the immediate family of the officer, employee, or agent;
- (c) any partner of the officer, employee, or agent; or,
- (d) any organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award.

The Recipient's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, during office tenure or for one year after the closeout of the HOME Project. This stipulation must be included in all other contracts and subcontracts related to this HOME Project.

Upon written request by the Recipient, exceptions may be granted, by the Department, on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the HOME Program.

#### **§4.09 Non-Waiver.**

The Department's failure to insist upon the strict performance of any provision of this contract, or to exercise any right based upon breach, will not constitute a waiver of any rights under this contract.

#### **§4.10 Entire Agreement, Binding Effect, and Counterparts.**

This contract, along with any attachments, the approved Project application, and those items incorporated by reference or statutes or regulations referenced herein, contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein will not be binding upon the parties.

This agreement will be binding upon, and will inure to the benefit of, the successors, assigns, and legal representatives of the parties.

This agreement, or any amendment of this agreement, may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement (or amendment, as the case may be).

#### **§4.11 Termination of Contract by Mutual Agreement.**

This contract may be terminated in whole or in part, prior to the completion of the Project, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Recipient will not incur new obligations for the terminated portion after the effective date, and will cancel as many outstanding obligations as possible. If a release of funds has been achieved, the Department will make funds available to the Recipient to pay for allowable expenses incurred before the effective date of termination.

#### **§4.12 Termination of Contract Due to Loss of Federal Funding to Department.**

This contract will terminate in full or in part, at the discretion of the Department, in the event the Department suffers a loss of funding or termination of the federal funds which permit it to fund the Recipient so that it is unable to make payment to the Recipient. In

the event the Department suffers such a loss of funding, the Department will give the Recipient written notice which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

#### **§4.13 Termination of Contract Due to Termination of HOME Project Before Completion.**

24 C.F.R. §92.205(e) mandates that if the HOME Project is terminated before completion, either voluntarily or otherwise, the Project becomes an ineligible activity and any HOME Funds invested in the Project must be repaid to the Department.

#### **§4.14 Suspension, or Termination, of Contract for Material Breach (Other Than Breach Arising from Termination of the HOME Project Before Completion).**

In the event of a material breach (other than a breach arising from termination of the HOME Project before completion, which is covered by §4.13) of the terms of this contract by the Recipient, the Department may take the following actions:

- (a) Suspend the contract, and withhold payments and prohibit the Recipient from incurring additional obligations, pending corrective action by the Recipient.
- (b) Terminate the contract in whole, or in part, at any time before Project completion. The Department will notify the Recipient in writing of the determination of, the reasons for, and the effective date of, the termination. Payments made to the Recipient, or recoveries by the Department, under contracts terminated for material breach under this contract section, will be in accord with the legal rights and liabilities of the parties. The Recipient will return to the Department all unencumbered funds. Any costs previously paid by the Department which are subsequently determined to be unallowable through audit and close-out procedures may be recovered from present HOME Funds or deducted from future awards to the Recipient, if any.

#### **§4.15 State Liability Non-Liability/Hold Harmless.**

The Recipient will hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Recipient or by its associates, employees, contractors, or subcontractors under this contract.

#### **§4.16 Governing Law.**

This agreement shall be governed by; construed according to the laws and regulations of; and subject to the jurisdiction of; the State of Nebraska.

#### **§4.17 Verification of Work Eligibility Status for New Employees.**

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with Recipient's subcontractors.

A failure by the Recipient to adhere to these requirements is violative of the statutory requirements in Neb. Rev. Stat. §4-114 and as such will be deemed a substantial breach of this contract which could result in the Department declaring Recipient to be in default on the contract.

#### **§4.18 Verification Of Lawful Presence For Public Benefits Eligibility (as required of applicants benefited by this contract).**

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States.

Public benefits are statutorily defined broadly (see Neb. Rev. Stat. §4-109), with some exemptions from the verification of lawful presence requirement set forth in Neb. Rev. Stat. §4-110. For the purposes of this contract, the Department has determined the Recipient is, in the performance of Recipient's contractual duties, providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Recipient shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form, available on the State of Nebraska Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us). The attestation form is also reproduced on a following page of this contract.

Such form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act, 8 U.S.C. 1101 et seq. (as such federal statute existed on January 1, 2009, or as it may be subsequently amended). If the applicant attests they are a qualified alien, Recipient shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Recipient shall:

1. retain the attestation form, and retain any additional verification documentation required because the applicant attested they were a qualified alien.
2. provide such attestation form and other documentation (or copies thereof) to the Department of Economic Development upon the request of such Department.
3. maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract; and, (b) the number of applicants rejected pursuant to the lawful presence requirement (which is the subject matter of the procedural, attestation, and verification requirements set forth in the Nebraska statutes and contractual provisions above).
4. provide a summary report to the Department of Economic Development, no later than December 31<sup>st</sup> each calendar year, reflecting data for such calendar year (or portion of such year when there is not a full, calendar year of activity under this contract), so as to allow the Department to fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements. The Department's annual report to the Nebraska Legislature is due January 31<sup>st</sup> each year.

## **PART V: SPECIAL REQUIREMENTS AND ASSURANCES.**

The Recipient has agreed in earlier provisions of this contract to comply with the requirements of the HOME Program and 24 C.F.R. Part 92. Recipient will also comply with other laws and regulations, both federal and state, as they are applicable to the Project, **including, but not limited to**, the following:

### **CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS.**

- **Title VI of the Civil Rights Act of 1964.**
- **Section 109 of the Housing and Community Development Act of 1974.**
- **Age Discrimination Act of 1975.**
- **Section 504 of the Rehabilitation Act of 1973.**
- **Architectural Barriers Act of 1968**
- **Americans with Disability Act.**

#### **FAIR HOUSING STANDARDS AND PROVISIONS.**

- **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.**
- **Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988.**

#### **ENVIRONMENTAL STANDARDS AND PROVISIONS.**

- **National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.**
- **Historic Preservation.**

The Recipient will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469 a-1, et. seq.) by:

- (a) Consulting with the state Historical Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.0) by the proposed activity; and,
  - (b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
- **Lead-Based Paint Poisoning Prevention Act of 1971 and regulations at 24 C.F.R. Part 35.**
  - **Flood Disaster Protection Act of 1973.**

#### **LABOR STANDARDS AND PROVISIONS.**

- **The Davis-Bacon Act (and related acts).**
- **Section 2 of the June 13, 1934 Act Popularly Known as The Copeland Anti-Kickback Act.**
- **Fair Labor Standards Act of 1938.**
- **Contract Work Hours and Safety Standards Act.**
- **Section 3 of the Housing and Urban Development Act of 1968.**
- **Debarred, Suspended, or Ineligible Contractors under 24 C.F.R. Part 24.**

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**ACCEPTANCE PROVISIONS.**

The parties acknowledge they have read and understand this contract and agree to its provisions, and that it will be effective on the date when both parties have signed.

<b>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</b>	<b>RECIPIENT</b> →[name]
By: _____ (Director or Designee)	By: _____ (Executive Officer)(Chief Elected Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)
	_____ (Federal Identification Number)

# United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows:  
\_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

**I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.**

<b>PRINT NAME</b>	<hr/> <u>(first, middle, last)</u>
<b>SIGNATURE</b>	<hr/>
<b>DATE</b>	<hr/>

## Section 504 Requirements

### Removal of Physical Barriers

- For **new construction** of multi-family projects, 5 percent of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2 percent of the units (but not less than one unit) must be accessible to individuals with sensory impairments.
- The Section 504 definition of **substantial rehabilitation** multi-family projects includes construction in a project with 15 or more units for which the rehabilitation costs will be 75 percent or more of the replacement cost. In such developments, 5 percent of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2 percent (but not less than one unit) must be accessible to individuals with sensory impairments.
- When **rehabilitation less extensive than substantial rehabilitation** is undertaken, alterations must, to the maximum extent feasible, make the unit accessible to and usable by individuals with handicaps, until 5 percent of the units are accessible to people with mobility impairments. Alterations to common spaces must, to the maximum extent feasible, make the project accessible.
- Accessible units must be, to the maximum extent feasible, distributed throughout projects and sites and must be available in a sufficient range of sizes and amenities so as to not limit choice.
- Owners and managers of projects with accessible units must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with handicaps. They also must take reasonable non-discriminatory steps to maximize use of such units by eligible individuals.
- When an accessible unit becomes vacant, before offering the unit to a non-handicapped individual, the owner/ manager should offer the unit: first, to a current occupant of the project requiring the accessibility feature; and second, to an eligible qualified applicant on the waiting list requiring the accessibility features.
- The usual standards for ensuring compliance with Section 504 are the Uniform Federal Accessibility Standards (UFAS), although deviations are permitted in specific circumstances.

### **Provide Program Accessibility**

- Individuals with handicaps must be able to find out about, apply for and participate in federally-assisted programs or activities.
- Special communication systems may be needed for outreach and ongoing communication (e. g., Telecommunications Devices for the Deaf (TDD), materials on tape or in Braille, accessible locations for activities and meetings).
- Policies and procedures must be non-discriminatory (e. g., housing providers may not ask people with handicaps questions not asked of all applicants, screen individuals with handicaps differently or assess an individual's ability to live independently).

### **Make Employment Accessible**

- Employers must not discriminate.
- Employers must remove physical and administrative barriers to employment.
- Employers must make reasonable accommodations for individuals with known handicaps (e. g., job restructuring, providing readers or sign interpreters, making facilities accessible).

### **Administrative Requirements**

- If recipients or subrecipients have 15 or more employees, they must:
  - designate a Section 504 Coordinator, and
  - notify program participants and employees of non-discrimination policies.
- All recipients and subrecipients must conduct self-evaluations of compliance with Section 504.

<b>Provisions of 24 CFR Part 85 Applicable to Units of General Local Government Receiving HOME Funds from the Department</b>
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- 85.6 Additions and exceptions
- 85.12 Special grant or subgrant conditions for "high risk" grantees
- 85.20 Standards for financial management systems
- 85.22 Allowable costs
- 85.26 Non-federal audit
- 85.32 Equipment
- 85.33 Supplies
- 85.34 Copyrights
- 85.36 Procurement
- 85.44 Termination for convenience
- 85.51 Later disallowances and adjustments
- 85.52 Collection of amounts due

<b>Provisions of 24 CFR Part 84 Applicable to Nonprofit Organizations (excluding CHDO's acting as owners, developers or sponsors) Receiving HOME Funds from the Department</b>
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- 84.2 Definitions
- 84.5 Subawards
- 84.13 Debarment and suspension; Drug-Free Workplace
- 84.16 Resource Conservation and Recovery Act
- 84.21 Standards for financial management systems
- 84.22 Payment
- 84.26 Non-Federal audits
- 84.27 Allowable costs
- 84.28 Period of availability of funds
- 84.30 Purpose of property standards
- 84.31 Insurance coverage
- 84.34 Equipment
- 84.35 Supplies and other expendable property
- 84.36 Intangible property
- 84.37 Property trust relationship
- 84.40 Purpose of procurement standards
- 84.41 Recipient responsibilities
- 84.42 Codes of conduct
- 84.43 Competition
- 84.44 Procurement procedures
- 84.45 Cost and price analysis
- 84.46 Procurement records
- 84.47 Contract administration
- 84.48 Contract provisions
- 84.51 Monitoring and reporting program performance
- 84.60 Purpose of termination and enforcement
- 84.61 Termination
- 84.62 Enforcement
- 84.72 Subsequent adjustments and continuing responsibilities
- 84.73 Collection of amounts due