

COUNCIL OF THE COUNTY OF MAUI

BUDGET AND FINANCE COMMITTEE

April 6, 2018

**Committee
Report No.** _____

Honorable Chair and Members
of the County Council
County of Maui
Wailuku, Maui, Hawaii

Chair and Members:

Your Budget and Finance Committee, having met on March 14, 2018, makes reference to County Communication 18-45, from the Director of Housing and Human Concerns, transmitting a proposed bill entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION."

The purpose of the proposed bill is to authorize the Mayor to enter into an intergovernmental agreement with the State Hawaii Housing Finance and Development Corporation ("HHFDC"), granting to the County of Maui funding for the HOME Investment Partnerships Program ("HOME Program") in the amount of \$2,883,961. The funds will be used for the following activities: 1) Kaiwahine Village Phase I, \$2,250,000; 2) Kahoma Residential Subdivision, \$483,113; and 3) Maui Administration, \$150,848.

Your Committee notes the Kaiwahine Village Phase I project in Kihei includes the construction of a 64-unit affordable rental housing complex for households earning at or below 60 percent of the area median income. The project includes 32 two-bedroom units, approximately 736 square feet per unit; and 32 three-bedroom units, approximately 1,104 square feet per unit. The developer for the project is Ikaika Ohana.

Your Committee further notes the Kahoma Residential Subdivision project in Lahaina, to be developed by Habitat for Humanity Maui Inc., includes the construction of ten single-family homes within the Kahoma Subdivision. The homes will be solely for families and individuals with household incomes below 80 percent of the area median income. Habitat for Humanity Maui Inc.'s recipients must undergo homeowner education

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classes and financial counseling to learn about the mortgage loan process, household budgeting, property taxes, insurance, safety practices in the home, basic construction skills, and problem solving. They must provide at least 500 hours of sweat equity to build their own homes.

Your Committee notes \$150,848 for administrative costs related to the HOME Program include approximately \$35,000 per year for office rent and \$4,500 for professional services.

The Director of Housing and Human Concerns said HOME Program funds are Federal funds disbursed by the State to the counties of Hawaii, Kauai, and Maui on a three-year rotational basis. She said in Fiscal Year 2014 the HOME Program allocation to the County of Maui was \$2,409,043 which was expended on the Kulamalu Affordable Housing project.

The Director said the County will receive FY 2017 HOME Program funds. In anticipation of receiving the funds, the Department published a Request For Proposals ("RFP") in the fall of 2016. She said the Housing Division followed the established procedures in the evaluation and underwriting process. She said funds were conditionally committed to two projects, the Kaiwahine Village Phase I project, and Habitat for Humanity Maui Inc.'s Kahoma Residential Subdivision.

Your Committee noted the RFP process that was done in 2016 yielded three applicants. The selection criteria set forth by the HOME Program included: 1) determining the housing need, and clearly describing the need for the type of housing being developed; 2) identifying specialized experience in the ability to conduct the project; and 3) determining project readiness, including site control and secured funding.

The Director said Habitat for Humanity Maui Inc. has obtained all necessary approvals and has been ready to break ground for several months. Your Committee notes the project has a 15-year affordability period.

She said the developers of the Kaiwahine Village Phase I project are currently addressing comments on the environmental assessment and

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awaiting Council approval of the funding. Your Committee notes the project will receive tax credits and the HHFDC will monitor the project.

Your Committee notes Resolution 18-25 approved modifications to the Kaiwahine Village Phase I project from for-sale units to rentals, and a time extension to start and complete the project.

The Director said the County expects to receive \$1,400,000 from the National Housing Trust Fund this fiscal year. She said these funds are also on a three-year rotation basis between Kauai and Hawaii County. She said the Department used the same RFP process as the HOME Program selection process to select a project to be funded by the National Housing Trust Fund. The funds have been conditionally committed to the Kaiwahine Village Phase II project.

A representative from the Department of Housing and Human Concerns informed your Committee that as a partner in the HOME Program, the County is required to contribute 25 percent of the construction costs. The Affordable Housing Fund ("AHF") is often used to supplement funding of projects that may receive HOME Program funds. The AHF contribution is then deemed as the County's match to the HOME Program funds. According to the representative, the HHFDC has recognized the County's accumulated match credit of \$13,828,923. If the County's matching amount exceeds the required match for a project, any excess matching funds would result in a match credit for future projects. The match credit does not have a cash value, but may be applied as the County's 25 percent match for future HOME Program projects.

The representative said in 2014, the County received \$2,409,043 of HOME Program funds and used the funds for the Kulamalu Affordable Housing project. The required match from the County for the HOME Program funds was \$600,000. The County also used \$11,000,000 from the AHF for the project. All County funds were deemed as matching funds for the HOME Program funds, which resulted in \$10,400,000 of excess matching funds that may be applied to future projects.

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The representative stated because of the excess matching funds, the County can provide HOME Program funds for the Kaiwahine Village Phase I project of \$2,200,000, without having to provide additional County or AHF cash for the project. A portion of the available match credit will be designated to fulfill the County's obligation of 25 percent.

According to the Department's representative, HOME Program funds are provided as a deferred payment loan. As long as the developer completes the affordability period of 20 years, the loan is forgiven at the end of the loan period. The goal is not to jeopardize the County with a longer 30- to 60-year affordability period. By setting a difficult or impossible condition on the project, the County may be at financial risk in the future. If the project fails or the affordability period is not met, the developer is responsible to repay the funds. The County then has the ability to reappropriate the funds to another project.

Your Committee noted the Department does not have a long-range housing plan to meet the needs of the community. Rather, the Director said the housing plan depends on the projects that are ready at the time the funds are available. The representative confirmed that if the County had a housing plan in place, the HOME funds could have been applied to a County housing plan project. She added the County is slated to receive HOME Program funds in 2020 and the Department may consider County projects at that time.

Your Committee voted 6-0 to recommend passage of the proposed bill on first reading and filing of the communication. Committee Chair Hokama and members Carroll, Cochran, Crivello, Guzman, and Sugimura voted "aye." Committee Vice-Chair White and members Atay and King were excused.

Your Budget and Finance Committee RECOMMENDS the following:

1. That Bill _____ (2018), attached hereto, entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE HAWAII

COUNCIL OF THE COUNTY OF MAUI
BUDGET AND FINANCE COMMITTEE

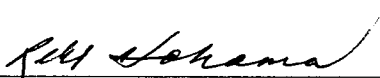
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HOUSING FINANCE AND DEVELOPMENT CORPORATION,”
be PASSED ON FIRST READING and be ORDERED TO PRINT;
and

2. That County Communication 18-45 be FILED.

This report is submitted in accordance with Rule 8 of the Rules of the Council.



RIKI HOKAMA, Chair

bf:cr:18128aa:mmmy

ORDINANCE NO. _____

BILL NO. _____ (2018)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR
OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT WITH THE HAWAII HOUSING FINANCE AND DEVELOPMENT
CORPORATION

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Purpose. The Hawaii Housing Finance and Development Corporation ("HHFDC"), has awarded to the County of Maui, as a State Recipient, \$2,883,961.00 of HOME Investment Partnerships Program ("HOME") funds. The HOME funds require the County to enter into a HOME Investment Partnerships Program State Recipient Agreement, attached hereto and incorporated herein as Exhibit "1". Said Agreement contains certain terms that may create a financial obligation upon the County.

Section 2.20.020, Maui County Code ("MCC"), provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the County or any department or agency thereof.

SECTION 2. Authorization. The Council hereby authorizes the Mayor or his authorized representative to execute the Agreement, and any further amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:



JEFFREY UEOKA
Deputy Corporation Counsel
County of Maui
2017-1253
2018-01-08 Ordinance IGA

**FY 2017
HOME INVESTMENT PARTNERSHIPS PROGRAM
STATE RECIPIENT AGREEMENT**

Federal Grant Details:

- i. Federal Award Identification (Federal Grant Name):
HOME INVESTMENT PARTNERSHIPS PROGRAM
- ii. State Recipient Name: COUNTY OF MAUI
- iii. State Recipient Unique Entity Identifier: (DUNS Number): 077680155
- iv. Federal Award Identification Number (FAIN) – M17-SG150100
- v. Date of Federal Award to Hawaii Housing Finance and Development Corporation (HHFDC) by the U.S. Department of Housing and Urban Development (HUD): August 28, 2017
- vi. Subaward Period of Performance:
 - a. Start Date: _____
 - b. End Date: September 9, 2025
- vii. Amount of Current Federal Funds Obligated and committed by this action by the HHFDC to the State Recipient: \$2,883,961.00
- viii. Total Amount of Federal Funds Obligated to the State Recipient by the HHFDC including the current obligation: \$2,883,961.00
- ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): HOME Program funds to be utilized for the following activities:

Project	FY2017 HOME FUNDS	HHFDC FY2016 PROGRAM INCOME	TOTAL
Kaiwahine Village Ph. I	\$2,250,000.00	\$0.00	\$2,250,000.00
Kahoma Residential Subdivision	\$465,274.00	\$17,839.00	\$483,113.00
Maui Administration	\$150,848.00		\$150,848.00
	\$2,866,122.00	\$17,839.00	\$2,883,961.00

- x. Name of:
 - a. Federal awarding agency: U.S. Department of Housing and Urban Development
 - b. Pass-through Entity: Hawaii Housing Finance and Development Corporation
 - c. Contact Information for Awarding Official of the Pass-through Entity:
 Craig K. Hirai, Executive Director
 677 Queen Street, Suite 300
 Honolulu, HI 96813
- xi. CFDA Number and Name (pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement:
 14.239 Home Investment Partnerships Program
- xii. Identification of whether the award is R&D: N/A
- xiii. Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged Indirect (F&A) costs): N/A

A. DATE OF THIS AGREEMENT: _____

B. PARTIES

Name: HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION
 ("HHFDC")

Address: 677 Queen Street, Suite 300
 Honolulu, Hawaii 96813

Name: COUNTY OF MAUI
 ("COUNTY")

Address: Housing Division
 Department of Housing and Human Concerns
 35 Lunalilo Street, Suite 102
 Wailuku, HI 96793

C. WORDS USED IN THIS AGREEMENT

1. "Agreement" means this State Recipient Agreement and any amendments or supplements hereto.
2. "CFR" means the Code of Federal Regulations.

3. "24 CFR, Part 92" means part 92 of title 24 of the CFR containing the regulations for the HOME Program.
4. "2013 HOME Final Rule" means the HOME program regulations that were revised by the final rule effective August 23, 2013.
5. "CHDO" means a Community Housing Development Organization which is a specific type of non-profit organization created under the HOME Program pursuant to 24 CFR, Part 92.
6. "Commitment" means the PJ has executed a legally binding written agreement (that includes the date of the signature of each person signing the agreement) with a State recipient, a subrecipient, or a contractor to use a specific amount of HOME funds to produce affordable housing, provide downpayment assistance, or provide tenant-based rental assistance; or has met the requirements to "Commit to a Specific Local Project."
7. "Commit to a Specific Local Project" means if the project consists of rehabilitation or new construction (with or without acquisition) the State Recipient or subrecipient and project owner have executed a written legally binding agreement under which HOME assistance will be provided to the owner for an identifiable project for which all necessary financing has been secured, a budget and schedule have been established, and underwriting has been completed and under which construction is scheduled to start within twelve months of the agreement date. If the project is owned by the State Recipient, the project has been set up in the Integrated Disbursement and Information System established by HUD, and construction can reasonably be expected to start within twelve months of the project set-up date.
8. "HOME Program" means the HOME Investment Partnerships Program authorized under 24 CFR, Part 92.
9. "HUD" means the U.S. Department of Housing and Urban Development.
10. "HHFDC" means the Hawaii Housing Finance and Development Corporation, successor to the Housing and Community Development Corporation of Hawaii ("HCDCH") pursuant to Act 196, 2005 Session Laws of Hawaii and Act 180, 2006 Session Laws of Hawaii; HCDCH was successor to the Housing Finance and Development Corporation ("HFDC") pursuant to Act 350, 1997 Session Laws of Hawaii.
11. "IDIS" means the Integrated Disbursement and Information System which manages, disburses, collects, and reports information on the use of HOME Program funds in the United States Treasury Account.
12. "LHITA" means the Local HOME Investment Trust Account which serves as the repository of all HOME Program funds. Such funds include drawdowns from the

United States Treasury, Program Income, repayments or recaptured HOME funds and other deposits set forth in 24 CFR, Part 92. This account shall be interest bearing.

13. "Participating Jurisdiction" means a jurisdiction designated by HUD which is eligible to receive HOME Program funds. For purposes of this Agreement, the HHFDC is the Participating Jurisdiction for the State of Hawaii.
14. "Period of Affordability" means the period of time, beginning after project completion, during which HOME-assisted ownership and rental housing units must remain affordable to specified income groups.
15. "Program Income" means gross income received by the Participating Jurisdiction, State Recipient, or a Sub-Recipient directly generated from the use of HOME funds or matching contributions.
16. "Project Applicant" means the entity (i.e. public agency, non-profit agency, for-profit entity) which makes an application to a Participating Jurisdiction, State Recipient, or Sub-Recipient for HOME Program funds.
17. "Project completion" means that all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of this part (including the property standards under 24 CFR 92.251); the final drawdown of HOME funds has been disbursed for the project; and the project completion information has been entered into the Integrated Disbursement and Information System established by HUD, except that with respect to rental housing project completion, for the purposes of 24 CFR 92.502(d) of this part, project completion occurs upon completion of construction and before occupancy. For tenant-based rental assistance, project completion means the final drawdown has been disbursed for the project.
18. "State" means the State of Hawaii which is the Participating Jurisdiction under the HOME Program.
19. "State Recipient" means a unit of local government designated by the State to receive a conditional commitment of HOME Program funds from the State.
20. "State Recipient Program Description" means the description of the State Recipient HOME Program which details how the State Recipient will comply with 24 CFR, Part 92. The State Recipient Program Description shall include, but not be limited to, the types of eligible activities permitted; eligible applicants; the project selection and award process; the type of assistance to be provided; per unit funding limits; standards for rehabilitation (if appropriate); rent requirements; beneficiary income requirements; and procedures for complying with affirmative marketing, and minority- and women-owned business outreach requirements.

21. "Sub-Recipient" means a public agency or nonprofit organization selected by the Participating Jurisdiction or State Recipient to administer all or a portion of the Participating Jurisdiction's HOME Program.
22. "Contractor" means entities such as architects, engineers, appraisers, construction firms, lenders, loan servicers, or consultants with whom the Participating Jurisdiction, State Recipient, Project Applicant, project developer, or project owner enters into a contract for a specific scope of work.

D. RECITALS

1. The HOME Program is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625.
2. The purposes of the HOME Program are to expand the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing, to strengthen the abilities of State and local governments and non-profit organizations in designing and implementing affordable housing programs, to create and strengthen partnerships among all levels of government and the private sector, including non-profit and for-profit organizations in the production and management of affordable housing.
3. The HHFDC is responsible for administering the HOME Program for the State.
4. The HHFDC desires to engage the County to carry out the program functions, which are described in the State Recipient Program Description (Exhibit A). The Program Description shall include at minimum: the tasks to be performed, schedule for completion and a budget for each program.
5. The purpose of this Agreement is to ensure that HOME Program funds are used in accordance with all applicable HOME Program requirements set forth in the 2013 HOME Final Rule, 24 CFR, Part 92, which are the regulations governing the implementation of the HOME Program.

E. SCOPE OF SERVICES

The County shall perform and carry out in an expedient, satisfactory and proper manner, as determined by the HHFDC, the activities and administrative services described in the State Recipient Program Description (Exhibit A). The County further agrees to administer the HOME program as the State Recipient and that all activities and services performed under this Agreement shall comply with the requirements of the 24 CFR, Part 92.

F. ALLOCATION OF HOME PROGRAM FUNDS

1. Amount of HOME Program Funds to be Allocated to the County

The total amount of HOME Program funds to be allocated to the County under this Agreement shall be Two Million Eight Hundred Eighty-Three Thousand Nine Hundred Sixty-One Dollars (\$2,883,961.00).

The County must utilize no less than Four Hundred Fifty-Two Thousand Five Hundred Forty-Six Dollars (\$452,546.00) of the \$2,883,961.00 for CHDO activities under the HOME Program.

The County may utilize no more than One Hundred Fifty Thousand Eight Hundred Forty-Eight Dollars (\$150,848.00) of the \$2,883,961.00 for the administration of the HOME Program.

HHFDC FY2016 Program Income Funds - The County shall utilize Seventeen Thousand Eight Hundred Thirty-Nine Dollars (\$17,839.00) of the \$2,883,961.00 as Program Income funds for a HOME eligible project.

2. Designation as a State Recipient

The County has submitted a State Recipient Program Description as evidence of the County's interest and intent to administer HOME Program funds as a State Recipient, which is incorporated in the Agreement as "Exhibit A".

3. Local HOME Investment Trust Account ("LHITA")

The County shall establish a LHITA pursuant to 24 CFR §92.500 and the account shall be interest bearing. The County must remit interest earned after 15 days to the United States as provided for in 2 CFR 200.305(b)(9), except interest amounts up to \$500 per year may be retained for administrative expenses.

4. HHFDC Responsibilities

Upon the execution of this Agreement, the HHFDC shall sub-grant within the IDIS the amount of HOME Program funds allocated to the County. The allocated HOME Program funds shall be designated as project funds, CHDO funds, and/or administrative funds. Any change to the designated use of the funds can only be made with the approval of the HHFDC.

5. County's Disbursement from the IDIS

The County shall be responsible for setting up the activities in the IDIS as required in 24 CFR §92.502. Disbursement from the IDIS shall not be requested until needed for payment of eligible costs, and once received, shall be paid out within 15

days. The amount of each request must be limited to the amount needed. Program Income funds must be disbursed before requests are made for HOME funds in the United States Treasury account if both funds are committed to a project.

In order to obtain funds through the IDIS, the County shall create a drawdown voucher from the funded activity assigned to the project. One activity shall be permitted for each project set up in IDIS. The County shall subsequently submit to the HHFDC a written request for payment approval, together with copies of all supporting documentation (i.e. incurred bills, invoices and/or purchase orders) which substantiates the draw amount. All bills, invoices and/or purchase orders must:

- a. Be under the letterhead of the respective Contractor or other legal entity requesting payment;
- b. Bear the signature of the billing party, an authorized official of the County; and
- c. Identify the project, the nature of work or materials provided, and the specific phase of the project for which the work or materials were provided.

All bills, invoices and purchase orders shall be reviewed by the HHFDC. The HHFDC shall notify the County of discrepancies, if any, and recommend the appropriate action to correct any discrepancies found in the bills, invoices and purchase orders.

The County shall maintain in its files, at all times, documentation certifying that the work described in all bills, invoices, and purchase orders sent to the HHFDC are complete, correct, and in accordance with the terms of this Agreement.

6. Federal Funds

This Contract is payable in whole from federal funds. The County agrees that the County shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the HHFDC to receive anticipated federal funds shall not be considered a breach by the HHFDC.

G. TERMS AND CONDITIONS

The Agreement further renders the County responsible for compliance with applicable federal and State laws, executive orders, and regulations in administering funds provided under this Agreement. Such laws, executive orders, and regulations include, but are not limited to, the following:

1. The County shall conduct an underwriting review, assess developer capacity and fiscal soundness, and examine neighborhood market conditions prior to committing

funds to any applicable HOME activity. Pursuant to 24 CFR §92.250 (b), the County must:

- Evaluate the project in accordance with underwriting guidelines it has adopted to ensure funding of quality affordable housing that is financially viable for a minimum period of affordability cited in 24 CFR §92.252 or 24 CFR §92.254.
- Examine the sources and uses for each project and determine whether the costs are reasonable.
- Assess the market conditions of the neighborhood in which the project will be located.
- Assess the experience and financial capacity of the developer.
- Determine whether there are firm financial commitments for the project.

The County shall maintain the documentation of the analysis conducted in the project file.

2. The County shall enter into a written agreement with any Sub-Recipient or Project Applicant as set forth in 24 CFR §92.504 of the HOME Program regulations, before it disburses funds.
3. The County and its Sub-Recipients or Project Applicants are prohibited from charging servicing, origination, processing, inspection or other fees for the costs of administering a HOME program, except as permitted by 24 CFR §92.214(b)(1).
4. The County shall require all housing assisted with HOME Program funds to meet the affordability requirements of 24 CFR §92.252 or §92.254 of the HOME Program regulations, and must repay HOME Program funds to the HHFDC if the housing does not meet the affordability requirements for the specified time period. The County shall require the maintenance of all affordability requirements by executing deed restrictions and lien recordation or through the filing of restrictive covenants running with the land.
5. The County shall retain all Program Income, repayments and recaptured HOME Program funds (i.e. interest or other returns on investment) in the County's LHITA for redistribution to other HOME Program eligible activities pursuant to 24 CFR §92.503. The County may utilize a sum of 10% of the Program Income deposited in the County's LHITA and receipted in the HUD Integrated Disbursement and Information System (IDIS) for payment of reasonable administrative and planning costs pursuant to 24 CFR §92.207.
6. The County shall comply with the uniform administrative requirements contained within 24 CFR §92.505, including, but not limited to, the requirements in 2 CFR Part 200 except for the following provisions: §§ 200.306, 200.307, 200.308, 200.311 (except as provided in §92.257), 200.312, 200.329, 200.333, and 200.334. The provisions of 2 CFR 200.305 apply as modified by §92.502(c). The County further agrees that should the administrative requirements contained in §92.505 or 2 CFR Part 200 be amended and/or changed from time to time by HUD, the County

will comply with the terms and conditions of such changed or amended administrative requirements.

7. The County shall comply with 24 CFR, Part 92 Subpart F relating to project requirements, as applicable.
8. The County shall comply with the Site and Neighborhood Standards set forth in 24 CFR, §92.202.
9. The County shall adopt and follow an Affirmative Marketing Plan and requirements in accordance with 24 CFR §92.351 and shall maintain records to verify compliance with the applicable affirmative marketing procedures. The County shall require their subrecipients and owners to adhere to the County's adopted Affirmative Marketing Plan and assess the results.
- 10 a) The County shall ensure that no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the County will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) The County will require that the language of paragraphs G10 (a) and (b) above be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
11. The County shall comply with 24 CFR, Part 92 Subpart H relating to other federal requirements, except that the County does not assume the HHFDC's responsibilities for release of funds under 24 CFR §92.352 and the intergovernmental review process in 24 CFR §92.357 does not apply to the State recipient.
12. The Subgrantee shall ensure that each project assisted with HOME funds meets the Violence Against Womens Act (VAWA) requirements under 24 CFR §93.359, including notice obligations and obligations under the emergency transfer plan.

13. The County shall comply with State and local codes and ordinances and other applicable laws.
14. The County agrees that not less than annually, the HHFDC shall have the right to review the performance of the County.
15. The County agrees to retain all records at least five years after the end of the period of affordability.
16. The County agrees to comply with all applicable HOME Program requirements described by HHFDC, and the HOME Program regulations 24 CFR, Part 92 as applicable, and any amendments hereafter to the HOME regulations and/or HHFDC program guidelines.
17. The County agrees it must repay any HOME funds invested in projects that terminated before completion in accordance with 24 CFR §92.503 (b).
18. The County agrees to convert homebuyer units that have not been sold to an eligible homebuyer within nine months of completion to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such rental units. A homebuyer unit will be considered "sold" if a sales contract for the unit has been ratified within nine months of completing project construction.
19. The County agrees to establish its own requirements to comply with the HOME Program rules and requirements for income determinations, underwriting guidelines, rehabilitation standards, refinancing guidelines, homebuyer program policies and affordability, as applicable.
20. Should the County cause a substantial amendment to the annual action plan, the County shall be responsible to pay all costs associated with processing by HHFDC of such amendment. These costs may include, but are not limited to: advertising, allocable staff compensation, travel, etc. Generally, substantial amendments are required whenever a decision is made to:
 1. make a change in allocation priorities or a change in the method of distribution of funds;
 2. carry out an activity, using funds from any program covered by the Consolidated Plan (including program income), not previously described in the annual action plan; or
 3. change the purpose, scope, location, or beneficiaries of an activity.

H. NONCOMPLIANCE, SUSPENSION AND TERMINATION

In the performance of this Agreement, the County shall comply with all applicable County, State of Hawaii and Federal laws, rules and regulations, including without limitation, those mandated by HUD regarding the HOME Program. In cases where County, State of Hawaii

and/or Federal laws, rules or regulations address similar issues, the County shall comply with the most stringent law, rule or regulation.

The County's failure to perform any part of this Agreement shall constitute noncompliance, and the HHFDC, at its sole discretion, may take any one or more of the following actions:

1. Withhold cash payments pending correction of any deficiency by the County;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate the current award of this Agreement with the County.
4. Withhold future award(s) to the County; and
5. Terminate this Agreement without service or notice or legal process and without prejudice to any other remedy or right or action for breach of contract. Upon expiration or termination of this Agreement, the County shall transfer to the HHFDC any HOME Program funds on hand at the time of expiration or termination and any accounts receivable attributable to the HOME Program funds. Failure to terminate the Agreement upon one or more breaches shall not constitute a waiver of the HHFDC's right to thereafter terminate the Agreement upon a subsequent breach or breaches.

Use of any one remedy should not be construed as a waiver of other remedies available under this section or of any legal, equitable, or statutory remedies available under applicable Hawaii or federal law.

Upon termination of this Agreement, all finished or unfinished documents, data, studies, and reports purchased or prepared by the County for the project shall be transferred and assigned to the HHFDC and become the property of the HHFDC.

I. TERMINATION FOR CONVENIENCE

Except as provided in Section H, Noncompliance, Suspension and Termination, this Agreement may also be terminated in whole or in part under the following conditions:

1. By the HHFDC with the consent of the County in which case the parties shall agree upon termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or
2. By the County upon written notification to the HHFDC, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

J. TIME OF PERFORMANCE

The County shall not enter into any agreements for use of HOME Program funds with Sub-Recipients or Project Applicants prior to the execution of this Agreement.

This Agreement shall begin upon execution. However, if the HOME Program funds allocated to the County are not committed to a specific local project(s) by February 28, 2019, the HHFDC reserves the right to terminate this Agreement and recapture all uncommitted HOME Program funds.

All HOME projects must be completed no later than 4 years from initial activity funding and all funds disbursed by February 28, 2023 or the project funds may be recaptured by the HHFDC.

By execution of this Agreement, the County certifies that the proposed activities will be substantially in compliance with the time schedule contained in the Time of Performance Deadlines (Exhibit B). Failure to do so, may affect the County's continuing capacity in future funding decisions by the HHFDC.

The HHFDC retains the right to rescind all or any part of funds conditionally committed by this Agreement. Such right may be exercised if action, or the lack of action, by the County indicates that the proposed activities are not being implemented in accordance with the terms or schedule provided in the State Recipient Program Description or the provisions of this Agreement.

K. THIRD PARTY AGREEMENTS

Any agreements between the County and a Sub-Recipient, Project Applicant, or contractor must be in writing and must include appropriate provisions requiring compliance with all applicable federal requirements of the HOME Program. The County shall enter into a written agreement that complies with the provisions of 24 CFR §92.504 (c) with any other entity or individual to which it disburses HOME funds. The agreement must be in place before the HOME funds are provided and must prohibit charging servicing, origination, processing, inspection, or other fees for the costs of administering a HOME program, except as permitted by 24 CFR §92.214. In addition, the agreement must prohibit project owners from charging fees that are not customarily charged in rental housing pursuant to 24 CFR §92.214 (b)(3).

Pursuant to 24 CFR §92.206(d)(1), the County may allow for the use of HOME funds to pay architectural and engineering and other professional services costs that are incurred before the commitment of HOME funds. The costs may be paid if they were incurred not more than 24 months before the date that HOME funds are committed to the project and the County expressly permits HOME funds to be used to pay the costs in the written agreement committing the funds. In addition, these costs are subject to compliance with 24 CFR Part 58. The County shall limit the reimbursement for these costs to no more than 20% of the HOME funds committed for each activity.

The County shall be fully responsible to the HHFDC for the acts and omissions of the parties to such written agreements. The County shall maintain copies of executed third party agreements and contracts before the project will be set up in the IDIS.

L. ENVIRONMENTAL REVIEW

Pursuant to 24 CFR, Parts 50 and 58, no funds may be committed and no costs may be incurred for HOME Program projects funded by the County until the County has obtained the appropriate level of environmental clearance from the HHFDC through written notification. The County shall be responsible for conducting an assessment of all projects to be funded with HOME Program funds to determine the environmental impacts; the review of the assessment; the publication of appropriate notices; and the submittal of the required documentation to HHFDC.

Notwithstanding any provision of this Agreement, the County and the HHFDC agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review under 24 CFR, Part 58. The parties further agree that the provision of any funds to the project is conditioned on the HHFDC's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

The County, a subrecipient, project applicant or contractor may not undertake or commit any funds for physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Any violation of this provision may result in the denial of any funds under this Agreement. The County shall, therefore, provide the HHFDC with the assessment of environmental impacts; the review of the assessment; the publication of appropriate notices; the environmental review records of exempt or categorically excluded activities and submit the required documentation to HHFDC for acknowledgement or approval, before the project will be set up in the IDIS.

M. INTEREST OF CURRENT OR FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the work is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to this Agreement, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section may, at the option of the HHFDC, result in unilateral and immediate termination of this Agreement by the HHFDC. Further, the County agrees to comply with all of the Conflict of Interest provisions contained in 24 CFR §92.356.

N. ASSIGNABILITY

The County shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement whether by assignment or novation.

O. INDEMNIFICATION

The County shall indemnify, defend and hold harmless the HHFDC, and the State of Hawaii and their respective officers, agents and employees from any liability, actions, claims, suits, damages, or costs arising out of or resulting from the acts or omissions of the County, and the County's officers, employees and agents in connection with the activities that may be funded, in whole or in part, from HOME Program funds provided to the County under this Agreement, including actions by HUD against the HHFDC resulting from the County's breach of any agreement, laws, or rules and regulations relating to the HOME Program.

The County shall require its contractors, if any, to indemnify, defend and hold harmless the HHFDC, the State of Hawaii, the County and their respective officers, employees and agents from any liability, actions, claims, suits, damages or costs arising out of or resulting from the acts or omissions of the contractor, and its officers, employees and agents in connection with the activities that may be funded, in whole or in part, from HOME Program funds provided to the County under this Agreement.

It is the purpose of the HHFDC under this Agreement to provide to the County federal assistance in the form of a conditional commitment of HOME Program funds to enable the County to provide certain assistance and services as described in this Agreement and in the State Recipient Program Description (Exhibit A).

It shall be the responsibility of the County to perform all of the services described in this Agreement in a satisfactory manner and in accordance with all federal, State, and local laws.

The HHFDC and the State of Hawaii shall not be liable for the failure on the part of the County or any contractor or subcontractor on the project to perform all work in accordance with all applicable laws and regulations.

P. AUDIT REQUIREMENTS

The County shall provide for an annual audit at the conclusion of each County fiscal year. The audit report must meet the criteria established in 2 CFR Part 200, Subpart F, Audit Requirements. The County shall submit a copy of the audit report to the HHFDC within the earlier of thirty (30) calendar days after the receipt of the auditor's report(s), or nine months after the end of the audit period.

Q. REPORTING REQUIREMENTS

Required reports are to be submitted to HHFDC or its designee by the applicable deadline. (Exhibit C)

1. Program Reporting Requirements

a. Reporting Requirements During Project Implementation

The County will be required to provide quarterly program reports on the progress of the County's HOME Program to the HHFDC by the following due dates each fiscal year: July 15th, October 15th, January 15th and April 15th.

The program reports shall include a brief narrative description of the status of such project to which HOME Program funds have been awarded including the major tasks completed for the project (i.e. signing of loan/grant agreement, advertisement for bid, construction start, construction completion, etc.) during the reporting period. Each report shall also include the following information:

- (1) Date of loan or grant agreement between the County and the Project Applicant;
- (2) Total development cost and description of layering review. The County will also be required to provide a subsidy-layering analysis before being set up in the IDIS;
- (3) Funds expended to date; the anticipated date of expenditure of HOME Program funds; or the schedule of anticipated drawdowns of HOME Program funds, to ensure that the HOME requirement to perform a initial drawdown of funds within twelve (12) months from the commitment of funds;
- (4) Anticipated completion date; and
- (5) Anticipated date of lease-up, transfer to homeowners, or provision of tenant assistance activities.

If funds are not yet committed to a project at the time program reports are required, the program report shall describe the status of the project selection process and anticipated dates for bids and Contractor selection and the funding commitment.

b. Reporting Requirements During the Period of Affordability

HOME Program assisted units are required to remain affordable for different periods depending upon the level of HOME Program investment pursuant to 24 CFR, Subpart F and type of activity performed. During the appropriate period of affordability, the HHFDC shall require the County to provide reports which includes the following information for each HOME Program assisted project:

- (1) Number of HOME Program assisted units;
- (2) Income of the current occupants of HOME Program assisted units;
- (3) Current rents for HOME Program assisted rental units;
- (4) Results of project completion inspections of HOME Program assisted units;
- (5) Information on resale, if any, of HOME Program assisted units for first-time homebuyers;
- (6) Loan repayments or other forms of HOME Program Income;
- (7) Summary of the annual project monitoring visits conducted by the County;
- (8) Description of any cases of noncompliance with HOME Program requirements and what measures have been taken or will be taken to achieve compliance; and
- (9) Homebuyer activities that have been converted to rental units after nine months from the completion of work due to the inability to sell the unit.

2. IDIS Reporting Requirements

The County shall have access to the IDIS and shall print, at the minimum, monthly HOME Program reports. The County shall reconcile bank records for the LHITA with the applicable monthly IDIS report.

The County will provide to the HHFDC any and all agreements; a subsidy-layering analysis; and the necessary level of environmental review, with the request for release of funds from the HHFDC before a project will be set up in the IDIS.

3. Certification of Project Cost

The HHFDC shall rely on 24 CFR Part 200, Subpart D, as applicable, in its use on project close-outs. However, the HHFDC shall retain the right to require the

County to provide for a separate certification and review of the total project cost by an independent third party as may be deemed necessary by the HHFDC. The audit reports shall be prepared in accordance with generally accepted government accounting standards.

R. RECORD KEEPING

1. HOME Program Record Keeping Responsibilities

The County shall establish and maintain HOME Program records pursuant to 24 CFR §92.508. At a minimum, the County is required to keep records pursuant to §92.508 (a)(2) Program records, (a)(3) Project records, (a)(6) Program administration records and (a)(7) Records concerning other Federal requirements. These records shall be retained for at least five years after all oversight responsibilities of any HOME Program funds and projects have been fulfilled.

Records shall be maintained regarding the receipt of all HOME Program Income, the deposit of said income into the LHITA, and the use of said income. Once the Program Income is invested into additional eligible activities, the records required for the new activity shall be maintained in accordance with the time periods in the previous paragraphs of this section.

2. Other Federal Requirements Record Keeping Responsibilities

All additional records as required under the Terms and Conditions of this Agreement shall be maintained by the County.

S. MONITORING

1. HHFDC Monitoring Responsibilities

Pursuant to 24 CFR, Subpart E, §92.201, HHFDC shall conduct monitoring reviews and audits of the State Recipients under the State's HOME Program as may be necessary or appropriate, to determine whether the State Recipients have complied with HOME regulations, as well as the requirements contained in the State Recipient Agreement.

The HHFDC shall be conducting "HOME Program-Wide" and "Project Specific" reviews as follows:

- a. "HOME Program-Wide" reviews shall be conducted by the HHFDC upon completion of the County's first HOME-assisted project/program. This review may include, but not be limited to; an evaluation of the County's HOME Program policies and procedures, layering review criteria and affirmative marketing plan. From the initial monitoring review, the

HHFDC may conduct periodic "HOME Program-Wide" reviews if deemed appropriate and necessary by the HHFDC.

- b. "Project Specific" reviews shall be conducted by the HHFDC upon completion of each HOME-assisted project and throughout the period of affordability. "Program Specific" reviews may be conducted by the HHFDC subsequent to HOME funds being made available to the ultimate program beneficiaries and throughout the time period in which funds continue to be invested. The "Project Specific" monitoring reviews may include, but not be limited to, an evaluation of the written agreements between the County and other entities, cash management records, match obligations and credits, and affordability requirements.

The HHFDC shall conduct site visits of the County's HOME Program assisted projects in accordance with 24 CFR, §92.504. The visits may include, but not be limited to, a physical inspection of each HOME-assisted project, interviews with property managers to determine compliance with HOME Program property standards, tenant income requirements, and affirmative marketing requirements.

2. County Monitoring Responsibilities

The County shall be responsible for monitoring the County HOME-assisted projects during project development and implementation, as well as during the appropriate period of affordability. The visits may include, but not be limited to, required physical inspections of HOME-assisted projects, interviews with property managers to determine compliance with HOME Program property standards, tenant income requirements, and affirmative marketing requirements. The County shall conduct property inspections for their activities in accordance with 24 CFR §92.251. In addition, the County must examine the financial condition of HOME assisted rental projects with 10 or more HOME-assisted units to determine the continued financial viability of the project. The County shall maintain documentation of its annual project monitoring for review by the HHFDC.

T. DURATION OF AGREEMENT

1. Term of Agreement

Unless this Agreement is terminated, this Agreement shall begin on the date of execution, and shall remain in force for the period(s) of affordability applicable to the project(s) for which HOME Program funds are invested, unless the HHFDC determines that a breach of contract has occurred, at which time the HHFDC may exercise any and all of its rights and remedies under the HOME Program Regulations, 24 CFR, Part 92 and 2 CFR Part 200.338, including the right to terminate this Agreement and recapture any HOME Program funds allocated to the County.

2. Extension of Term

The parties hereto may extend the term of this Agreement through written consensus by the HHFDC and the County.

3. Compliance with Federal Regulations for HOME Agreements

Notwithstanding the provisions of T.1. above, it is the intent of the County and the HHFDC that this Agreement shall comply with the term requirements of 24 CFR, Part 92, as amended from time to time. The parties, therefore, agree to execute all documents as shall be necessary to conform this Agreement to the term requirements whenever necessary.

U. EQUAL EMPLOYMENT OPPORTUNITY

The County agrees to comply with Executive Order 11246, as amended, to ensure nondiscrimination in employment by contractors and subcontractors for federally assisted construction contracts.

1. The County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, or on any other basis prohibited by State law. The County will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, and without regard to any other basis prohibited by State law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The County will, in all solicitations or advertisements for employees placed by or on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, and without regard to any other basis prohibited by State law.
3. The County will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice regarding the Contractor's commitments under Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The County will comply with all provisions of Executive Order 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor (hereafter, collectively "Executive Order 11246").

5. The County will furnish all information and reports required by Executive Order 11246, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.
6. In the event the County is found to be in noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the County may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or as otherwise provided by law.
7. The County will include the provisions of paragraphs (1) through (6) of this Paragraph in every subcontract or purchase order unless exempted pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The County will take such action with respect to any subcontract or purchase order as the HHFDC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the County becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the HHFDC the County may request the United States to enter into such litigation to protect the interest of the United States.

V. LABOR STANDARDS

1. Contracts for construction funded in whole or in part with Federal funds are generally subject to the requirements of the Davis-Bacon and Related Acts (DBRA). The Davis-Bacon Act provides that contracts in excess of \$2,000, involving construction, rehabilitation, alteration and/or repairs including painting and decorating of public buildings or public works, which involve the employment of laborers and/or mechanics shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions. The County shall provide certification of compliance with labor provisions before the HHFDC makes any payment under this Contract. Projects involving construction of fewer than 12 HOME assisted units are not subject to the foregoing requirements.
2. The County acknowledges that this Contract and any subcontract awarded under this Contract is also subject to the Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333, the Copeland (Anti-Kickback) Act (40 USC 276c), and the Fair Labor Standards Act of 1938. The County agrees to comply with the provisions thereof.

W. LABOR, TRAINING & BUSINESS OPPORTUNITY

The County agrees to comply with the federal and State regulations governing training, employment and business opportunities. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitment under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeships and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

X. FAIR HOUSING

Any housing or housing services offered by the County must be made available without discrimination based on race, color, national origin, age, sex, religion, familial status, or disability, or on any basis prohibited by State law, in accordance with fair housing laws. In providing rental housing the County shall not discriminate against a rental applicant based on the fact that he or she receives a direct rental subsidy, such as a Section 8 voucher or HOME tenant-based rental assistance (TBRA), in accordance with 24 CFR § 92.252(d). In addition, County acknowledges that the following fair housing and nondiscrimination laws apply to its provision of housing or housing services: Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended and implementing regulations at 24 CFR, Part 100; Title VI of the Civil Rights Act of 1964; The Age Discrimination Act of 1975, as amended and implementing regulations at 24 CFR, Part 146; Executive Orders 11063 and 12259- Equal Opportunity in Housing, and implementing regulations at 24 CFR, Part 107; Section 504 of the Rehabilitation Act of 1973 (Section 504) and implementing regulations at 24 CFR, Part 8; and Title II of the Americans with Disabilities Act (ADA). County agrees to comply with all applicable provisions of these statutes and rules.

Y. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 – 1387). The County further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$150,000. The County also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Z. DEBARMENT AND SUSPENSION

The County shall not use HOME funds directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of Executive Orders 12549 and 12689

AA. NO WAIVER

A waiver of any breach of this Agreement by any Party shall not be deemed to be a waiver by any Party of any other breach of this Agreement.

BB. CAPTIONS & HEADINGS

The captions and headings or paragraphs in this Agreement are inserted for convenience, reference, and identification purposes only, and shall neither control, define, limit, nor affect any provisions of this Agreement.

CC. INTERPRETATION

The terms of this Agreement have been negotiated at arms length among knowledgeable Parties represented by experienced counsel. As a result, the rule of "interpretation against the drafter" shall not apply in any dispute over interpretation of the terms of this Agreement.

DD. AMENDMENTS

This Agreement, which constitutes the entire agreement between the Parties, may be changed, amended, or modified only by a written instrument signed by the Parties.

EE. COUNTERPARTS

This Agreement may be signed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile and Portable Document Format (PDF) signatures shall be deemed valid, original signatures.

FF. ENTIRE AGREEMENT

This Agreement contains all of the terms and agreements between the Parties and supersedes and cancels each and every other prior conflicting agreement, promise, and negotiation between them.

GG. AUTHORITY

The Parties represent and warrant to each other that they have full power and authority to enter into this Agreement, and to perform in accordance with its provisions, and that any representative executing this Agreement on behalf of any Party is duly authorized by his, her, or its principal to execute and deliver this Agreement.

HH. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

APPROVED AS TO FORM:

HAWAII HOUSING FINANCE AND
DEVELOPMENT CORPORATION

Deputy Attorney General
State of Hawaii


By:

Craig K. Hirai
Executive Director

Date: _____

Date: _____

Approval Recommended:



Carol Reimann
Director, Department of Housing and Human Concerns
County of Maui

APPROVED AS TO FORM AND
LEGALITY:

COUNTY OF MAUI

Deputy Corporation Counsel
County of Maui

By:

Alan M. Arakawa
Mayor

Date: _____

Date: _____

STATE OF HAWAII)
) SS
CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, 2018, before me appeared
Craig K. Hirai, personally known to me, who being by me duly sworn,
did say that he is the Executive Director of the HAWAII HOUSING FINANCE AND
DEVELOPMENT CORPORATION, a public body and body corporate and politic of the State of
Hawaii, that the seal affixed to the foregoing instrument is the corporate seal of the corporation,
and that the instrument was signed and sealed on behalf of the corporation by authority of its Board
of Directors, and the said officer acknowledged the instrument to be the free act and deed of the
corporation.

(Notary Stamp or Seal)

(Signature)
Jocelyn K. Iwamasa

(Print Name)
Notary Public, State of Hawaii
My commission expires: September 3, 2018

Doc. Date: _____ # Pages: _____

Notary Name: Jocelyn K. Iwamasa 1st Circuit

Doc. Description: _____

Notary Signature Date:

NOTARY CERTIFICATION

EXHIBIT A

COUNTY OF MAUI
HOME PROGRAM DESCRIPTION
Kaiwahine Village, Phase I
December 2017

In accordance with the HOME Program Description requirements of the Hawai'i Housing Finance and Development Corporation (HHFDC), this Program Description is provided for Kaiwahine Village, Phase I.

ADMINISTRATIVE OVERVIEW

The County of Maui, through its Housing Division, issued a HOME Request for Proposal in December 2017, seeking private developers to submit affordable housing applications for use of FY2017 HOME Program funds. Applications were received, reviewed and evaluated. Kaiwahine Village, Phase I, to be developed by Ikaika Ohana, has been conditionally selected as the PY2017 HOME Program recipient.

A. DESCRIPTION OF THE PROPOSED PROJECT

Kaiwahine Village, Phase I is new construction 64-unit affordable rental housing complex for households at or below 60 percent of AMI. The project is located on a site in Kihei, Maui and identified as Tax Map Key (2) 3-8-004: 28 (lot 134-A). Kaiwahine Village, Phase I, will have 64 rental units comprised of 32 two-bedroom and 32 three-bedroom dwelling units. Unit sizes will be approximately 736 square feet for a two-bedroom unit and 1,104 square feet for a three-bedroom unit. One two-bedroom unit will be reserved for the manager. Twelve (12) of the units shall be designated as floating HOME-assisted units as defined in the HOME regulations at 24 CFR § 92.252(j).

B. HOME-ASSISTED UNITS

The project will consist of twelve (12) HOME-assisted units and that these units will be "floating". Final determination on the number of HOME-assisted units will be made once all financing commitments are confirmed. The HOME investment is expected to run approximately \$187,500 per unit, below HOME maximum per unit subsidy limits for 2017. The remaining fifty-one (51) non-HOME assisted units will be rented to individuals or families at or below 60% AMI for the County of Maui. One (1) unit will be reserved for an on-site residential manager.

Total proposed development cost is \$31,840,000. Based on proposed pro-rata share of development cost, a HOME investment of \$2,250,000 will require a minimum of twelve (12) HOME-assisted units.

Determination of Number of HOME Units:

\$ 2,250,000 HOME Funds
\$31,840,000 Total Development Budget
= .070, 7% of Development Budget

Fair Share Test:

7% x 64 units= 4.48 or 5 units, minimum.

Subsidy Limit Test:

2-bedroom: 6 x \$196,672= \$1,180,032

3-bedroom: 6 x \$245,431= \$1,472,586

Totalling \$2,652,618, above the \$2,250,000 HOME funding

To meet the Subsidy Limit Test, the project requires a minimum of twelve (12) HOME-assisted units.

C. FINANCING

The County plans to provide \$2,250,000.00 in total HOME funds. A Sources and Uses Budget, attached as Exhibit A, was prepared by Ikaika Ohana as part of their application to the County. The total development costs is estimated at \$31,840,000. The County finds the use of HOME funds to be reasonable and necessary project costs.

D. FORM OF HOME INVESTMENT

The HOME assistance will be in the form of a forgivable deferred payment loan. This loan will not be required to be paid back and forgiven if the project meets all of the requirements during the twenty (20) year affordability period.

E. HOMEMATCH

The 25% HOME match obligation will be satisfied using the County's banked contributions. Based on the HOME match log verification last conducted by HHFDC on in June 2017, Maui County has a match credit of \$13,828,923.26. This verifies that the current banked match credit is sufficient to offset the 25% match liability of \$562,500.00 needed for this project.

F. TERM OF AFFORD ABILITY

The minimum HOME affordability period is twenty (20) years. Because of other funding sources, a longer affordability period for the entire project will be in place. A deed restriction will be recorded to ensure that the minimum HOME twenty (20) year affordability period is met and enforceable.

G. ELIGIBLE FAMILIES/SELECTION PROCEDURES

The County requires an affirmative marketing plan to be implemented. Applications received by the submittal deadline will be placed in an application lottery. Ikaika Ohana and their selected property management company is required to conduct income verifications to certify household income at or below Low and High HOME AMI percentages for the County of Maui, as established by HUD. The County also reviews income verifications and source documents to ensure that participants are income eligible at the time each household begins tenancy.

H. CONSOLIDATED PLAN CONSISTENCY

The State of Hawaii Consolidated Plan (2015-2020) identifies the shortage of rental housing for low-income families as a housing goal. The State has identified HOME funds as a source to construct affordable rental housing. Based on these identified needs, Maui County believes that the proposed HOME activity is consistent with the State's Consolidated Plan housing objectives and priorities.

I. PROPOSED TIMEFRAME

Major project milestones include the following:

Environmental Assessment Completion - Spring 2018

Project Closing - Spring 2018

Construction Start Date - Early Summer 2018

First Building Completion - Fall 2018

Project Completion - Fall 2019

Certificate of Occupancy - Winter 2019

Initial Occupancy Begins - Winter 2019

J. RELOCATION

The project site is vacant. Kaiwahine Villages, Phase I, will not cause temporary or permanent displacement of any individual or business to require payment of relocation costs pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970.

Kaiwahine Village I

**ATTACHMENT "A" - USES AND SOURCES BUDGET
(CONSTRUCTION)**

<u>USE OF FUNDS</u>	<u>ACTUAL COST</u>	<u>HOME SOURCE</u>	<u>OTHER SOURCES</u>	<u>SOURCES OF OTHERS</u>
1. ACQUISITION				
1.1 LAND	<u>1.00</u>		<u>1.00</u>	<u>TAX CREDIT EQUITY</u>
1.2 EXISTING STRUCTURES				
1.3 OTHER(Legal)	<u>15,000</u>		<u>15,000</u>	<u>TAX CREDIT EQUITY</u>
2. PREDEVELOPMENT				
2.1 ARCHITECT FEE DESIGN	<u>960,000</u>	<u>369,000</u>	<u>591,000</u>	<u>R.H.R.F LOAN</u>
2.2 ARCHITECT FEE SUPERVISE	<u>24,000</u>		<u>24,000</u>	<u>R.H.R.F LOAN</u>
2.3 ENGINEERING FEES	<u>390,000</u>	<u>150,000</u>	<u>240,000</u>	<u>R.H.R.F LOAN</u>
2.4 COST ESTIMATES				
2.5 OTHER				
3. SITE WORK				
3.1 DEMOLITION				
3.2 SITE WORK	<u>3,733,000</u>	<u>1,556,000</u>	<u>2,177,000</u>	<u>R.H.R.F LOAN</u>
4. CONSTRUCTION/REHAB.				
4.1 NEW BUILDING	<u>17,547,000</u>		<u>17,547,000</u>	<u>CONST. LN/R.H.R.F</u>
4.2 HARD COST CONTINGENCY	<u>1,112,600</u>		<u>1,112,600</u>	<u>R.H.R.F LOAN</u>
4.3 REHABILITATION				
5. OTHER RELATED COSTS				
5.1 BLDG. PERMITS & FEES	<u>384,000</u>		<u>384,000</u>	<u>R.H.R.F LOAN</u>
5.2 APPRAISAL/MARKET STUDY	<u>60,000</u>		<u>60,000</u>	<u>R.H.R.F LOAN</u>
5.3 MARKETING/START UP	<u>25,000</u>		<u>25,000</u>	<u>R.H.R.F LOAN</u>
5.4 ENV. CONS./SOIL & OTHERS	<u>75,000</u>	<u>50,000</u>	<u>25,000</u>	<u>R.H. R.F LOAN</u>
5.5 PROFESSIONAL SERVICES	<u>384,000</u>	<u>125,000</u>	<u>259,000</u>	<u>R.H.R.F LOAN</u>
5.6 ATTORNEYS FEES	<u>244,000</u>		<u>244,000</u>	<u>TAX CREDIT EQUITY</u>
5.7 TAX CREDIT & COMP. FEES	<u>133,000</u>		<u>133,000</u>	<u>R.H.R.F LOAN</u>
5.8 ACCOUNTING & REIMBUR.	<u>1,200,000</u>		<u>1,200,000</u>	<u>R.H.R.F LOAN</u>
5.9 SOFT COST CONTINGENCY	<u>274,316</u>		<u>274,316</u>	<u>R.H.R.F LOAN</u>
5.10 OWNER'S CONTINGENCY	<u>638,400</u>		<u>638,400</u>	<u>R.H.R.F LOAN</u>
6. DEVELOPER'S FEES	<u>1,403,375</u>		<u>1,403,375</u>	<u>(Deferred during const.)</u>
7. INTERIM COSTS				
7.1 BOND ISSUANCE	<u>295,000</u>		<u>295,000</u>	<u>CONST. LOAN</u>
7.2 CONST./BRIDGE LOAN INT	<u>1,426,000</u>		<u>1,426,000</u>	<u>CONST LN/R.H.R.F</u>
7.3 CONST. LOAN ORIG. FEE	<u>380,000</u>		<u>380,000</u>	<u>R.H.R.F LOAN</u>
7.4 CONST. GUARANTEE FEE	<u>487,000</u>		<u>487,000</u>	<u>TAX CREDIT EQUITY</u>
7.5 CONST. MGMT/ TITLE/LEGAL	<u>134,067</u>		<u>134,067</u>	<u>R.H.R.F LOAN</u>
8. PERMANENT FINANCING FEES				
8.1 PERM.LOAN RATE LOCK.	<u>53,000</u>		<u>53,000</u>	<u>TAX CREDIT EQUITY</u>
8.2 PERM. LOAN ORIG. FEE	<u>34,667</u>		<u>34,667</u>	<u>TAX CREDIT EQUITY</u>
8.3 TITLE & RECORDING	<u>25,000</u>		<u>25,000</u>	<u>TAX CREDIT EQUITY</u>

8.4 PERM. LOAN LEGAL	<u>49,067</u>	<u> </u>	<u>49,067</u>	<u>TAX CREDIT EQUITY</u>
8.5 INSURANCE/OTHER	<u>62,507</u>	<u> </u>	<u>62,507</u>	<u>TAX CREDIT EQUITY</u>
9. TENANT RELOCATION	<u> </u>	<u> </u>	<u> </u>	<u> </u>
10. PROJECT RESERVES	<u> </u>	<u> </u>	<u> </u>	<u> </u>
10.1 LEASE-UP RESERVE	<u> </u>	<u> </u>	<u> </u>	<u> </u>
10.2 OPERATING RESERVE	<u>291,000</u>	<u> </u>	<u>291,000</u>	<u>Deferred during const</u>
11. PROJECT ADMIN/MGMT.	<u> </u>	<u> </u>	<u> </u>	<u> </u>
11.1 AFFIRMATIVE MKT.	<u> </u>	<u> </u>	<u> </u>	<u> </u>
11.2 MANAGEMENT	<u> </u>	<u> </u>	<u> </u>	<u> </u>
11.3 TAXES	<u> </u>	<u> </u>	<u> </u>	<u> </u>
11.4 INSURANCE	<u> </u>	<u> </u>	<u> </u>	<u> </u>
12. TOTAL USES (DEVELOPMENT)	<u>\$31,840,000</u>			
13. TOTAL SOURCES	<u>\$31,840,000</u>	<u>\$2,250,000</u>	<u>\$29,590,000</u>	
14. DIFFERENCE	<u>\$ 0.00</u>			

THE CONSTRUCTION LOAN WILL BE PAID OFF UPON COMPLETION OF THE PROJECT AND THE SOURCES OF FUNDS AT THE PERMANENT PHASE WILL BE AS FOLLOWS:

1) PERMANENT LOAN	\$ 2,650,000
2) FED. 4% TAX CREDIT EQUITY	\$12,241,655
3) STATE 4% TAX CREDIT EQUITY	\$ 3,907,302
4) RENTAL HOUSING REV. FUND	\$ 10,240,000
5) HOME FUNDS LOAN	\$ 2,250,000
6) DEFERRED DEV. NOTE	<u>\$ 551,043</u>
7) TOTAL DEVELOPMENT	\$ 31,840,000

COUNTY OF MAUI
HOME PROGRAM DESCRIPTION
Kahoma Residential Subdivision Project
December 2017

In accordance with the HOME Program Description requirements of the Hawai'i Housing Finance and Development Corporation (HHFDC), this Program Description is provided for Kahoma Residential Subdivision Project.

ADMINISTRATIVE OVERVIEW

The County of Maui, through its Housing Division, issued a HOME Request for Proposal in December 2016, seeking private developers to submit affordable housing applications for use of FY2017 HOME Program funds. Applications were received, reviewed and evaluated. Kahoma Residential Subdivision, to be developed by Habitat for Humanity Maui Inc. (Habitat), has been conditionally selected as the PY2017 Community Housing Development Organization (CHDO) HOME Program recipient.

A. DESCRIPTION OF THE PROPOSED PROJECT

The Kahoma Residential Subdivision Project is located in Lahaina, Maui, Hawaii [Tax Map Key: (2) 4-5-037: 001, 002, 003, 004, 026, 027, 028, 029, 030, 031]. Habitat is partnering with West Maui Land Company (WMLC) to build 10 single family homes within the larger Kahoma Subdivision Project in Lahaina. The Kahoma Residential Subdivision Project will be solely for families and individuals with incomes below 80% of the median income for Maui County. Four (4) of the homes shall be designated as HOME-assisted dwellings as defined in the HOME regulations at 24 CFR § 92.252(j).

Kahoma Residential Subdivision targets low-income households (below 80% of AMI) needing affordable housing and who are seeking first-time homeownership to improve their lives and the community they live in. Habitat participants undergo homeowner education classes and financial counseling to learn the mortgage loan process, budgeting, property taxes, insurance, safety practices in the home, basic construction skills, and problem solving. Each participant must provide at least 500 hours of sweat equity to build their own homes.

B. HOME-ASSISTED UNITS

The project will consist of four (4) HOME-assisted units. Final determination on the number of HOME-assisted homes will be made once all financing commitments are confirmed. The HOME investment is expected to run approximately \$120,778.25 per home, below HOME maximum per unit subsidy limits for 2017. The remaining six (6) non-HOME assisted dwellings will be sold to individuals or families at or below 80% AMI for the County of Maui. HOME-assisted units in the project are designated as fixed HOME units. HOME units are comparable to non-HOME assisted units in terms of size, materials, interior features, and bedroom sizes.

Total proposed development cost is \$2,926,910. Based on proposed pro-rata share of development cost, a HOME investment of \$483,113 will require a minimum of two (2) HOME-assisted units.

Determination of Number of HOME Units:

<u>\$ 483,113</u>	HOME Funds
\$2,926,910	Total Development Budget
= .165, 17% of Development Budget	

Fair Share Test:

17% x 10 homes= 1.7 or 2 units, minimum.

Subsidy Limit Test:

3-bedroom: 4 x \$245,431= \$981,724 (homes will range from 2 to 4 bedrooms depending on family size, 3 bedroom subsidy limit was used in the calculation as an average estimate)

Totaling \$981,724, greater than the \$483,113 HOME funding.

To meet the Fair Share or Subsidy Limit Tests, the project requires a minimum of two (2) HOME-assisted units.

C. FINANCING

The County plans to provide \$483,113 in total HOME funds. A Sources and Uses Budget, attached as Exhibit A, was prepared by Habitat as part of their application to the County. The total development cost is estimated at \$2,926,910. The County finds the use of HOME funds to be reasonable and necessary project costs.

Based on the preliminary development budget, Habitat estimates that participants will be able to finance a house and lot package for approximately \$292,691.00. HUD's current purchase value limit for a 1-family unit (\$475,000.00) within the County of Maui is substantially higher.

D. FORM OF HOME INVESTMENT

The HOME assistance will be in the form of a forgivable deferred payment loan. This loan will not be required to be paid back and forgiven if the project meets all of the requirements during the fifteen (15) year affordability period.

E. HOMEMATCH

The 25% HOME match obligation will be satisfied using the County's banked contributions. Based on the HOME match log verification last conducted by HHFDC on in June 2017, Maui County has a match credit of \$13,828,923.26. This verifies that the current banked match credit is sufficient to offset the 25% match liability of \$120,778.25 needed for this project.

F. TERM OF AFFORD ABILITY

The minimum HOME affordability period for investments over \$40,000 is fifteen (15) years. Because of other funding sources, a longer affordability period for the entire project will be in place. A deed restriction will be recorded to ensure that the minimum HOME fifteen (15) year affordability period is met and enforceable.

G. RECAPTURE/RESALE PROVISION

If a home subject to recapture is sold during the affordability period, the County of Maui requires a recapture of the HOME direct subsidy for the unit, less the subsidy amount prorated for the length of time the homeowner owned and occupied the unit. The homeowner is allowed to recover the

homeowner's entire investment (down payment and capital improvements made since purchase) before any of the direct subsidy is recaptured.

The recapture amount is limited to net proceeds. Net proceeds are the sales price less the superior loan repayment (other than the direct subsidy) and any closing costs. The County's recapture provision allows for the assumption of recapture obligations by a subsequent homebuyer, provided the subsequent homebuyer is HOME eligible and no additional HOME assistance is provided to the subsequent homebuyer. If the subsequent homebuyer does not assume the HOME recapture obligations, the homeowner must repay the prorated HOME investment from any net proceeds as described.

The direct HOME subsidy provided to the homebuyer is calculated using the difference, at the time of purchase, between the sales/purchase price of the home and the appraised value of the home.

G. ELIGIBLE FAMILIES/SELECTION PROCEDURES

The County requires an affirmative marketing plan to be implemented. Habitat is required to conduct income verifications to verify household income below 80% of median for Maui, as established by HUD. The County also reviews income verifications and source documents to ensure that participants are income eligible at the time each household closes their permanent take-out financing. Recruitment of prospective homeowners is done with public notices, community outreach, and information meetings. Selecting new homeowners is done by Habitat's staff and board, and involves organizing their application paperwork, conducting credit checks, and holding interviews to evaluate a prospective participant for the self-help building program. As necessary, Habitat will use a lottery system to keep the selection process fair.

H. CONSOLIDATED PLAN CONSISTENCY

The State of Hawaii Consolidated Plan (2015-2020) provides strategies to increase homeownership opportunities to first-time low-income homebuyers. The State has identified HOME funds as a source to develop affordable homeownership opportunities. Based on these identified needs, Maui County believes that the proposed HOME activity is consistent with the State's Consolidated Plan housing objectives and priorities.

I. PROPOSED TIMEFRAME

Major project milestones include the following:

Begin project construction- Summer 2018

Completion of all HOME funded homes- Summer 2019

All ten homes occupied- Summer 2019

J. RELOCATION

The project site is vacant. Kahoma Residential Subdivision will not cause temporary or permanent displacement of any individual or business to require payment of relocation costs pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970.

ATTACHMENT "A" - USES AND SOURCES BUDGET

<u>USE OF FUNDS</u>	<u>ACTUAL COST</u>	<u>HOME SOURCE</u>	<u>OTHER SOURCE</u>	<u>SOURCE OF OTHER</u>
1. ACQUISITION				
1.1 LAND	<u>\$962,140</u>		<u>\$962,140</u>	<u>AHF</u>
1.2 EXISTING STRUCTURES				
1.3 OTHER				
2. PREDEVELOPMENT				
2.1 ARCHITECT FEE DESIGN				
2.2 ARCHITECT FEE SUPERVISE				
2.3 ENGINEERING FEES				
2.4 COST ESTIMATES				
2.5 OTHER (Archeologist)	<u>\$20,000</u>		<u>\$20,000</u>	<u>HHM</u>
3. SITE WORK				
3.1 DEMOLITION				
3.2 SITE CLEARANCE				
4. CONSTRUCTION/REHAB.				
4.1 SITE INFRASTRUCTURE	<u>\$170,600</u>	<u>\$ 170,600</u>		
4.2 NEW BUILDING*	<u>\$1,217,670</u>	<u>\$ 200,000</u>	<u>\$1,017,670</u>	<u>AHF/HHM</u>
4.3 REHABILITATION				
5. OTHER RELATED COSTS				
5.1 BLDG. PERMITS & FEES	<u>\$10,000</u>		<u>\$10,000</u>	<u>HHM</u>
5.2 APPRAISAL				
5.3 GEOTECHNICAL				
5.4 ENV. CONSULTANT				
5.5 RECORDATION FEES				
5.6 ATTORNEYS FEES	<u>\$10,000</u>		<u>\$10,000</u>	<u>HHM</u>
5.7 IMPACT FEES				
5.8 PROJECT AUDIT				
5.9 OTHER				
6. DEVELOPER'S FEES	<u>\$300,000</u>		<u>\$300,000</u>	<u>AHF/FUNDRAISING</u>
7. INTERIM COSTS				
7.1 CONST. INSURANCE	<u>\$36,000</u>		<u>\$36,000</u>	<u>HHM</u>
7.2 CONST. INTEREST				
7.3 CONST. LOAN ORIG. FEE				
8. PERMANENT FINANCING FEES				
8.1 CREDIT REPORT				

8.2 PERM. LOAN ORIG. FEE	_____	_____	_____	_____
8.3 TITLE & RECORDING	_____	_____	_____	_____
9. TENANT RELOCATION	_____	_____	_____	_____
10. PROJECT RESERVES	_____	_____	_____	_____
10.1 LEASE-UP RESERVE	_____	_____	_____	_____
10.2 OPERATING RESERVE	_____	_____	_____	_____
11. PROJECT ADMIN/MGMT.	_____	_____	_____	_____
11.1 AFFIRMATIVE MKT.	_____	_____	_____	_____
11.2 MANAGEMENT	<u>\$200,500</u>	<u>\$112,513</u>	<u>\$87,987</u>	<u>HHM</u>
11.3 TAXES	_____	_____	_____	_____
11.4 INSURANCE	_____	_____	_____	_____
12. TOTAL USES (DEVELOPMENT)	<u>\$2,926,910</u>			
13. TOTAL SOURCES	<u>\$2,926,910</u>	<u>\$483,113</u>	<u>\$2,443,797</u>	
14. DIFFERENCE	\$ _____			

Totals For All Funding Sources:

AHF = Affordable Housing Funds = \$1,500,000
HOME = HOME Funds = \$483,113
HHM = Habitat for Humanity Maui = \$943,797
(\$777,670 through sale of 5 mortgages through Krambo)
(\$166,127 through donations and fundraising)
TOTAL = \$2,926,910

**** For Line "4.2 New Building" Construction, "OTHER SOURCES" funding is broken down as follows:**

\$240,000 = Affordable Housing Funds
\$777,670 = Habitat Maui (sale of 5 mortgages through Krambo)
= \$1,017,670

EXHIBIT B

TIME OF PERFORMANCE DEADLINES

Accomplishment	Deadline
Commit to a Specific Local Project	February 28, 2019
Expenditure of funds and Completion of activities	February 28, 2023
Rental Projects - Initial occupancy by eligible households	Within 6 months of project completion
Homebuyer Projects - Ratified sales contract with an eligible homebuyer	Within 9 months of project completion

EXHIBIT C

HOME QUARTERLY STATUS REPORT

COUNTY OF _____

REPORTING REQUIREMENTS FOR QUARTER ENDING: _____

PROJECT NAME & LOCATION:

PROJECT DESCRIPTION:

IDIS ACTIVITY #:

APPLICANT FOR HOME FUNDS:

HOME TOTAL:

TOTAL PROJECT FUNDING: List all sources

SOURCE OF FUNDS:	TOTAL AMT	EXPENDED	BALANCE
TOTAL			

SCHEDULE:

TASK	SCHEDULE	ACTUAL COMP DATE	% COMPLETED

PROJECTED DRAW DOWNS:

HOME FUNDS	MO/YR:	MO/YR:	MO/YR:
PROGRAM FUNDS			
PROGRAM INCOME			

STATUS:

Agency Name:	Agency Type: <small>(e.g., CDBG, PHA, TDHE/IHA)</small>	State:	LR2000 Agency ID #: <small>(HUD Use Only)</small>
Period Covered: Check One and Enter Year(s)			
<input type="checkbox"/> Period 1: October 1, _____ to March 31, _____		<input type="checkbox"/> Period 2: April 1, _____ to September 30, _____	
Agency Contact Person:		Agency Contact Phone/E-mail:	

PART I - CONTRACTING ACTIVITY*
Pertains ONLY to projects awarded during the reporting period.

1. Number of prime contracts subject to the Davis-Bacon and Related Acts (DBRA) and/or the Contract Work Hours and Safety Standards Act (CWHSSA) awarded this period
Note: Do not include contracts included in previous semi-annual reports

2. Total dollar amount of prime contracts reported in item 1 above \$

3. List for each contract awarded this period:

Project Name/Number	Contract Amount	Wage Decision Number	Wage Decision Lock-In Date
EXAMPLE: "Boy's Club Renovation # CD54005-65"	"\$0,000,000.00"	"FL040001/Mod 3, 6/25/04, Building"	"07/02/04 bid open date" ◀ Lock

*Use additional pages if necessary

WHAT IS THE LOCK-IN DATE? For contracts entered into pursuant to competitive bidding procedures, the bid opening date "locks-in" the wage decision provided that the contract is awarded within 90 days. If the contract is awarded more than 90 days after bid opening, the contract award date 'locks-in' the wage decision. For contracts, purchase orders or other agreements for which there is no bid opening or award date, use the construction start date as the lock-in date. However, for projects receiving assistance under Section 8 of the U.S. Housing Act of 1937 or contracts involving a *project* wage determination, the lock-in rules may vary from above. See Department of Labor Regulations, 29 CFR, Part 1, Section 1.6 and/or HUD Handbook 1344.1, or consult the HUD Labor Relations staff.

WHAT IT ISN'T: Do not use the wage decision publication date, unless that happens to correspond to one of the trigger events described above. If you are not sure about any of this, please feel free to contact the Labor Relations staff in your state or region.

Agency Name:	Agency Type: (e.g., CDBG, PHA, TDHE/IHA)	State:	LR2000 Agency ID #: (HUD Use Only)
Period Covered: Check One and Enter Year(s)			
<input type="checkbox"/> Period 1: October 1, _____ to March 31, _____		<input type="checkbox"/> Period 2: April 1, _____ to September 30, _____	
Agency Contact Person:		Agency Contact Phone/E-mail:	

PART II - ENFORCEMENT ACTIVITY*

Pertains to all projects, not just contract(s) awarded during the reporting period.

4. Number of employers against whom **complaints** were received (list employers and projects involved below):

Employer	Project(s)
-----------------	-------------------

5. (a) Number of cases (employers) referred to HUD Labor Relations for investigation or §5.11 hearing (list referrals below):

(b) Number of cases (employers) referred to the Department of Labor (DOL) for investigation or §5.11 hearing (list referrals below):

Employer	Project	HUD or DOL	Invest. Or Hearing
-----------------	----------------	-------------------	---------------------------

6. (a) **Number of workers for whom wage restitution was collected/dispursed:**

Report only once; if you previously reported workers for whom restitution was collected, do not report the same workers when funds are dispursed. Include workers to whom restitution was paid directly by the employer.

(b) **Total amount of straight time wage restitution collected/dispursed during this period:**

Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

\$

(c) **Total amount of CWHHSA overtime wage restitution collected/dispursed during this period:**

Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

\$

(d) **Total amount of liquidated damages collected:**

\$

* Use additional pages if necessary

HOME ANNUAL REPORT & OWNER'S CERTIFICATION

Project Name: _____
 Project Owner: _____
 Managing Agent: _____

County: _____

Period Report Covers: _____ to June 30, _____
 Report Prepared By: _____
 Date Prepared: _____

Date of Annual Rent Approval: _____
 Approval Granted by: _____

HOME Requirements
 Total Number of HOME Units: _____
 Low HOME (LH) Units: _____
 High HOME (HH) Units: _____
 Fixed / Floating: _____
 TOTAL UNITS: _____

Project Status as of End of Report Period (June 30)
 Total Number of HOME Units: _____
 Low HOME (LH) Units: _____
 High HOME (HH) Units: _____
 Over Income (OI) Units: _____
 Fixed / Floating: _____
 Vacant Units: _____
 Utility Allowance Method used: _____

**Provide a copy of the approval and rent schedule with this report.*

Code	Race/Ethnicity of Head of Household
11	White (non-hispanic)
12	Black/African American
13	Asian
14	American Indian/Alaskan Native
15	Native Hawaiian/Other Pacific Islander
16	American Indian/Alaskan Native & White
17	Asian & White
18	Black/African American & White
19	American Indian/Alaskan Native/African Am
20	Other Multi-Racial
21	Asian/Pacific Islander
22	Hispanic

Unit #	# BR	Tenant's Last, First Name	Move-In Date	HSLD Size	Initial/Receiv Effective Date	Annual (Gross) Income	Low/High HOME	Unit Set-Aside %	Current Rent Information					Move-out Date	Female HH (Y/N)	HH Ethnicity/Race (Code)	
									Current Tenant Rent	Utility Allowance	Subsidy Amount	Project Based Subsidy Y/N	Gross Rent				Current HOME Program Rent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
													0				
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Owner Certification:
 I certify that each building and all HOME-assisted units in the project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the County to meet the requirements of 24 CFR 92.251.

By: _____ Date: _____

Annual Performance Report HOME Program

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2506-0177
(exp. 8/31/2009)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

This form is intended to collect numeric data to be aggregated nationally as a complement to data collected through the Cash and Management Information (C/MI) System. Participants should enter the reporting period in the first block. The reporting period is October 1 to September 30. Instructions are included for each section if further explanation is needed.

Submit this form on or before December 31.	This report is for period (mm/dd/yyyy)		Date Submitted (mm/dd/yyyy)
Send one copy to the appropriate HUD Field Office and one copy to: HOME Program, Rm 7176, 451 7th Street, S.W., Washington D.C. 20410	Starting	Ending	

Part I Participant Identification

1. Participant Number	2. Participant Name		
3. Name of Person completing this report		4. Phone Number (Include Area Code)	
5. Address	6. City	7. State	8. Zip Code

Part II Program Income

Enter the following program income amounts for the reporting period: in block 1, enter the balance on hand at the beginning; in block 2, enter the amount generated; in block 3, enter the amount expended; and in block 4, enter the amount for Tenant-Based rental Assistance.

1. Balance on hand at Beginning of Reporting Period	2. Amount received during Reporting Period	3. Total amount expended during Reporting Period	4. Amount expended for Tenant-Based Rental Assistance	5. Balance on hand at end of Reporting Period (1 + 2 - 3) = 5
---	--	--	---	---

Part III Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

In the table below, indicate the number and dollar value of contracts for HOME projects completed during the reporting period.

	a. Total	Minority Business Enterprises (MBE)			f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	
i. Contracts					
1. Number					
2. Dollar Amount					
ii. Sub-Contracts					
1. Number					
2. Dollar Amount					
iii. Women Business Enterprises (WBE)					
	a. Total	b. Women Business Enterprises (WBE)	c. Male		
1. Contracts					
1. Number					
2. Dollar Amount					
2. Sub-Contracts					
1. Number					
2. Dollar Amounts					

Part IV Minority Owners of Rental Property

In the table below, indicate the number of HOME assisted rental property owners and the total dollar amount of HOME funds in these rental properties assisted during the reporting period.

	a. Total	Minority Property Owners				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
1. Number						
2. Dollar Amount						

Part V Relocation and Real Property Acquisition

Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition. The data provided should reflect only displacements and acquisitions occurring during the reporting period.

	a. Number	b. Cost
1. Parcels Acquired		
2. Businesses Displaced		
3. Nonprofit Organizations Displaced		
4. Households Temporarily Relocated, not Displaced		

Households Displaced	a. Total	Minority Business Enterprises (MBE)				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
5. Households Displaced - Number						
6. Households Displaced - Cost						

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any *public and Indian Housing programs* that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to *recipients of housing and community development assistance in excess of \$200,000* expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to *contracts and subcontracts in excess of \$100,000* awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to *employment and training*, where the recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section covered project (columns B, C and F). Part II of the form relates to *contracting*, and Part III summarizes recipients' *efforts* to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

Recipient: Enter the name and address of the recipient submitting this report.

Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.

Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.

5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.

Reporting Period: Indicate the time period (months and year) this report covers.

Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8. PHAs/HAs are to report all contracts/subcontracts.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for

8. **Program Code:** Enter the appropriate program code as listed at the bottom of the page.

9. **Program Name:** Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in Column A in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

HOME Match Report

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(exp. 12/31/2012)

Part I Participant Identification

1. Participant No. (assigned by HUD)	2. Name of the Participating Jurisdiction	Match Contributions for Federal Fiscal Year (yyyy)
5. Street Address of the Participating Jurisdiction		3. Name of Contact (person completing this report)
6. City	7. State	4. Contact's Phone Number (include area code)
		8. Zip Code

Part II Fiscal Year Summary

1. Excess match from prior Federal fiscal year	\$	
2. Match contributed during current Federal fiscal year (see Part III.9.)	\$	
3. Total match available for current Federal fiscal year (line 1 + line 2)		\$
4. Match liability for current Federal fiscal year		\$
5. Excess match carried over to next Federal fiscal year (line 3 minus line 4)		\$

Part III Match Contribution for the Federal Fiscal Year

1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-Federal sources)	4. Foregone Taxes, Fees, Charges	5. Appraised Land / Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials, Donated labor	8. Bond Financing	9. Total Match

1. Project No. or Other ID	2. Date of Contribution (mm/dd/yyyy)	3. Cash (non-Federal sources)	4. Foregone Taxes, Fees, Charges	5. Appraised Land / Real Property	6. Required Infrastructure	7. Site Preparation, Construction Materials, Donated labor	8. Bond Financing	9. Total Match

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for the HOME Match Report

Applicability:

The HOME Match Report is part of the HOME APR and must be filled out by every participating jurisdiction that incurred a match liability. Match liability occurs when FY 1993 funds (or subsequent year funds) are drawn down from the U.S. Treasury for HOME projects. A Participating Jurisdiction (PJ) may start counting match contributions as of the beginning of Federal Fiscal Year 1993 (October 1, 1992). A jurisdiction not required to submit this report, either because it did not incur any match or because it had a full match reduction, may submit a HOME Match Report if it wishes. The match would count as excess match that is carried over to subsequent years. The match reported on this form must have been contributed during the reporting period (between October 1 and September 30).

Timing:

This form is to be submitted as part of the HOME APR on or before December 31. The original is sent to the HUD Field Office. One copy is sent to the

Office of Affordable Housing Programs, CGHF
Room 7176, HUD, 451 7th Street, S.W.
Washington, D.C. 20410.

The participating jurisdiction also keeps a copy.

Instructions for Part II:

1. **Excess match from prior Federal fiscal year:** Excess match carried over from prior Federal fiscal year.
2. **Match contributed during current Federal fiscal year:** The total amount of match contributions for all projects listed under Part III in column 9 for the Federal fiscal year.

3. **Total match available for current Federal fiscal year:** The sum of excess match carried over from the prior Federal fiscal year (Part II, line 1) and the total match contribution for the current Federal fiscal year (Part II, line 2). This sum is the total match available for the Federal fiscal year.

4. **Match liability for current Federal fiscal year:** The amount of match liability is available from HUD and is provided periodically to PJs. The match must be provided in the current year. The amount of match that must be provided is based on the amount of HOME funds drawn from the U.S. Treasury for HOME projects. The amount of match required equals 25% of the amount drawn down for HOME projects during the Federal fiscal year. Excess match may be carried over and used to meet match liability for subsequent years (see Part II line 5). Funds drawn down for administrative costs, CHDO operating expenses, and CHDO capacity building do not have to be matched. Funds drawn down for CHDO seed money and/or technical assistance loans do not have to be matched if the project does not go forward. A jurisdiction is allowed to get a partial reduction (50%) of match if it meets one of two statutory distress criteria, indicating "fiscal distress," or else a full reduction (100%) of match if it meets both criteria, indicating "severe fiscal distress." The two criteria are poverty rate (must be equal to or greater than 125% of the average national family poverty rate to qualify for a reduction) and per capita income (must be less than 75% of the national average per capita income to qualify for a reduction). In addition, a jurisdiction can get a full reduction if it is declared a disaster area under the Robert T. Stafford Disaster Relief and Emergency Act.

5. **Excess match carried over to next Federal fiscal year:** The total match available for the current Federal fiscal year (Part II, line 3) minus the match liability for the current Federal fiscal year (Part II, line 4). Excess match may be carried over and applied to future HOME project match liability.

Instructions for Part III:

1. **Project No. or Other ID:** "Project number" is assigned by the C/MI System when the PJ makes a project setup call. These projects involve at least some Treasury funds. If the HOME project does not involve Treasury funds, it must be identified with "other ID" as follows: the fiscal year (last two digits only), followed by a number (starting from "01" for the first non-Treasury-funded project of the fiscal year), and then at least one of the following abbreviations: "SF" for project using shortfall funds, "PI" for projects using program income, and "NON" for non-HOME-assisted affordable housing. Example: 93.01.SF, 93.02.PI, 93.03.NON, etc.

Shortfall funds are non-HOME funds used to make up the difference between the participation threshold and the amount of HOME funds allocated to the PJ; the participation threshold requirement applies only in the PJ's first year of eligibility. [§92.102]

Program income (also called "repayment income") is any return on the investment of HOME funds. This income must be deposited in the jurisdiction's HOME account to be used for HOME projects. [§92.503(b)]

Non-HOME-assisted affordable housing is investment in housing not assisted by HOME funds that would qualify as "affordable housing" under the HOME Program definitions. "NON" funds must be contributed to a specific project; it is not sufficient to make a contribution to an entity engaged in developing affordable housing. [§92.219(b)]

2. **Date of Contribution:** Enter the date of contribution. Multiple entries may be made on a single line as long as the contributions were made during the current fiscal year. In such cases, if the contributions were made at different dates during the year, enter the date of the last contribution.
3. **Cash:** Cash contributions from non-Federal resources. This means the funds are contributed permanently to the HOME Program regardless of the form of investment the jurisdiction provides to a project. Therefore all repayment, interest, or other return on investment of the contribution must be deposited in the PJ's HOME account to be used for HOME projects. The PJ, non-Federal public entities (State/local governments), private entities, and individuals can make contributions. The grant equivalent of a below-market interest rate loan to the project is eligible when the loan is not repayable to the PJ's HOME account. [§92.220(a)(1)] In addition, a cash contribution can count as match if it is used for eligible costs defined under §92.206 (except administrative costs and CHDO operating expenses) or under §92.209, or for the following non-eligible costs: the value of non-Federal funds used to remove and relocate ECHO units to accommodate eligible tenants, a project reserve account for replacements, a project reserve account for unanticipated increases in operating costs, operating subsidies, or costs relating to the portion of a mixed-income or mixed-use project not related to the affordable housing units. [§92.219(c)]
4. **Foregone Taxes, Fees, Charges:** Taxes, fees, and charges that are normally and customarily charged but have been waived, foregone, or deferred in a manner that achieves affordability of the HOME-assisted housing. This includes State tax credits for low-income housing development. The amount of real estate taxes may be based on the

post-improvement property value. For those taxes, fees, or charges given for future years, the value is the present discounted cash value. [§92.220(a)(2)]

5. **Appraised Land/Real Property:** The appraised value, before the HOME assistance is provided and minus any debt burden, lien, or other encumbrance, of land or other real property, not acquired with Federal resources. The appraisal must be made by an independent, certified appraiser. [§92.220(a)(3)]
6. **Required Infrastructure:** The cost of investment, not made with Federal resources, in on-site and off-site infrastructure directly required for HOME-assisted affordable housing. The infrastructure must have been completed no earlier than 12 months before HOME funds were committed. [§92.220(a)(4)]
7. **Site preparation, Construction materials, Donated labor:** The reasonable value of any site-preparation and construction materials, not acquired with Federal resources, and any donated or voluntary labor (see §92.354(b)) in connection with the site-preparation for, or construction or rehabilitation of, affordable housing. The value of site-preparation and construction materials is determined in accordance with the PJ's cost estimate procedures. The value of donated or voluntary labor is determined by a single rate ("labor rate") to be published annually in the Notice Of Funding Availability (NOFA) for the HOME Program. [§92.220(6)]
8. **Bond Financing:** Multifamily and single-family project bond financing must be validly issued by a State or local government (or an agency, instrumentality, or political subdivision thereof). 50% of a loan from bond proceeds made to a multifamily affordable housing project owner can count as match. 25% of a loan from bond proceeds made to a single-family affordable housing project owner can count as match. Loans from all bond proceeds, including excess bond match from prior years, may not exceed 25% of a PJ's total annual match contribution. [§92.220(a)(5)] The amount in excess of the 25% cap for bonds may carry over, and the excess will count as part of the statutory limit of up to 25% per year. Requirements regarding

bond financing as an eligible source of match will be available upon publication of the implementing regulation early in FY 1994.

9. **Total Match:** Total of items 3 through 8. This is the total match contribution for each project identified in item 1.

Ineligible forms of match include:

1. Contributions made with or derived from Federal resources e.g. CDBG funds [§92.220(b)(1)]
2. Interest rate subsidy attributable to the Federal tax-exemption on financing or the value attributable to Federal tax credits [§92.220(b)(2)]
3. Contributions from builders, contractors or investors including owner equity, involved with HOME-assisted projects. [§92.220(b)(3)]
4. Sweat equity [§92.220(b)(4)]
5. Contributions from applicants/recipients of HOME assistance [§92.220(b)(5)]
6. Fees/charges that are associated with the HOME Program only, rather than normally and customarily charged on all transactions or projects [§92.220(a)(2)]
7. Administrative costs

Contract and Subcontract Activity

Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Orders dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency
Check if: PH, IH, CPD, Housing
2. Location (City, State Zip) Code

3a. Name of Contact Person
3b. Phone Number (Including Area Code)
4. Reporting Period
5. Program Code (Not applicable for CPD programs.)
6. Date Submitted to Field Office

Table with columns: Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. (7a); Amount of Contract or Subcontract (7b); Type of Trade Code (See below) (7c); Contractor or Subcontractor Racial/Ethnic (See below) (7d); Women Owned Business (Yes or No) (7e); Prime Contractor Identification (ID) Number (7f); Subcontractor Identification (ID) Number (7h); Contractor/Subcontractor Name and Address (7j); Name; Street; City; State; Zip.

- 7c: Type of Trade Codes: Housing/Public Housing: 1 = New Construction, 2 = Substantial Rehab., 3 = Repair, 4 = Service, 5 = Project Managt., 6 = Professional, 7 = Tenant Services, 8 = Education/Training, 9 = Arch./Engng. Appraisal, 0 = Other
7d: Racial/Ethnic Codes: 1 = White Americans, 2 = Black Americans, 3 = Native Americans, 4 = Hispanic Americans, 5 = Asian/Pacific Americans, 6 = Hasidic Jews
5: Program Codes (Complete for Housing and Public and Indian Housing programs only): 1 = All Insured, including Section 8, 2 = Flexible Subsidy, 3 = Section 8 Noninsured, Non-HFDA, 4 = Insured (Management), 5 = Section 202, 6 = HUD-Held (Management), 7 = Public/Indian Housing, 8 = Section 811

Previous editions are obsolete.

project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be

0002 is to be completed by an owner HUD program receiving some assistance under the development programs covered under Section 3. A Section 3 Contractor/subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 person or more owned by low-income residents;

or provides subcontracting or business development opportunities to businesses owned by low or low-income residents. Low and very low-income residents; include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction

as determined by the Secretary with adjustments for smaller and larger families, except that the secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7h. Only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts expected during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

Community Development Programs

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business.

When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

Multifamily Housing Programs

1. Grantee/Project Owner: Enter the name of the unit of government, agency or mortgagor entity submitting this report.

3. Contact Person: Same as item 3 under CPD Programs.

4. Reporting Period: Check only one period.

5. Program Code: Enter the appropriate program code.

7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. Amount of Contract/Subcontract: Same as item 7b. under CPD Programs.

7c. Type of Trade: Same as item 7c. under CPD Programs.

7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Same as item 7f. under CPD Programs.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Same as item 7h. under CPD Programs.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Same as item 7j. under CPD Programs.

Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

1. Project Owner: Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box as appropriate.

3. Contact Person: Same as item 3 under CPD Programs.

4. Reporting Period: Check only one period.

5. Program Code: Enter the appropriate program code.

7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. Amount of Contract/Subcontract: Same as item 7b. under CPD Programs.

7c. Type of Trade: Same as item 7c. under CPD Programs.

7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Same as item 7f. under CPD Programs.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Same as item 7h. under CPD Programs.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Same as item 7j. under CPD Programs.