

**MISSISSIPPI HOME CORPORATION
HOMEOWNER REHABILITATION SIGNATURE SHEET**

735 Riverside Drive, Jackson, Mississippi 39202

1. Recipient's Name, Address, and Telephone Number

City of Vicksburg
Post Office Box 150
Vicksburg, Mississippi 39181

601-631-3718

CCR Number: 077906725
Cage Number: 1LNL9

3. Effective Date:

April 25, 2017

4. Recipient Number:

1228-M16-SG-280-374

5. Grant Identifier: (Funding Source and Year):

HOME 2016 CFDA 14.239

6. Beginning and Ending Dates:

April 25, 2017 – April 25, 2019

2. Type of Contract: **Homeowner Rehabilitation**

The City of Vicksburg seeks to expand the supply of safe, sanitary, and decent housing to low and very low income homeowners within the target area identified in Phase I of the application process. This project is expected to rehabilitate and/or reconstruct at least eight (8) owner-occupied units.

7. Payment Method:

Current Needs

8. Page 1 of 26

9. The following funds are obligated:

HOME	\$ 500,000.00
APPL PREP	5,000.00
OTHER	0.00
TOTAL	\$ 505,000.00

10. The Recipient agrees to operate the program outlined in this contract in accordance with all provisions. The following sections are attached and incorporated into this agreement:

☒ General Terms and Conditions ☒ Budget ☒ Administration Contract
☒ Special Conditions ☒ Assurances

11. Approved for MHC:

Signature

Date

Name: Ben Mokry, PhD

Title: Executive VP and Chief Strategy Officer
Research and Development Division

12. Approved by Recipient:

Signature

Date

Name: George Flaggs, Jr.

Title: Mayor

GENERAL TERMS AND CONDITIONS

The City of Vicksburg is awarded a HOME Investment Partnerships Program ("HOME") grant (the "Grant") for the time period and amount shown on the Grantee Signature Sheet. The Recipient shall implement the HOME Grant, administered by the Mississippi Home Corporation, Research and Development Division ("MHC"), in compliance with its application and attached revisions, budget, and/or Special Conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by MHC's HOME Program Description, as well as the U.S. Department of Housing and Urban Development ("HUD"), HOME regulations including, without limitation, (24 CFR Part 92), and each and every Federal and State statute and guideline affecting the application for the receipt and expenditure of HOME grant funds. This contract is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 101-625, as amended.

This grant shall become effective on the beginning date of the grant period provided that this contract shall have been fully completed, executed by the Recipient, and received in the office of the Research and Development Division of MHC.

STATE OF MISSISSIPPI
HOME INVESTMENT PARTNERSHIP PROGRAM
ASSURANCES

Homeowner Rehabilitation/Reconstruction

1. Assurances and Certifications

The Recipient hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and functional project upon close-out of the grant. **The Recipient further agrees that in the event the cost of the project exceeds the funds awarded under this contract, such costs will be the responsibility of the Recipient.**

The Recipient hereby assures and certifies that:

- A. It possesses legal authority to receive the Grant, and to execute the proposed program.
- B. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action which authorized the filing of the application.
- C. Its program has been developed so as to give maximum feasible priority to activities, which will benefit low and very-low income persons in accordance with applicable federal and state requirements.
- D. The Recipient will ensure that all parties, including administrators, associated with carrying out this project, assume all responsibilities of the Recipient under this contract, as applicable (but will in no way relieve Recipient of its obligations hereunder.
- E. The Recipient will comply with applicable uniform administrative requirements, as described in 24 CFR §92.505.

Regulatory Requirements

1. Environmental

The Recipient will:

- A. Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 "NEPA" and other provisions of law which further the purposes of NEPA. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
- B. Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of HUD pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.
- C. In connection with its performance of environmental assessments under the NEPA, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq.) by:
 - 1. Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities;

2. Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.
- D. The Recipient will insure that any subcontractor comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S. C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- E. The Recipient will comply with 24 CFR Part 35, Requirements of Notification, Evaluation and Reduction of Lead-Based Paint Hazards in federally owned residential property and housing receiving federal assistance, which ensures that housing receiving federal assistance does not pose lead-based paint hazards to young children.

2. **Procurement**

The Recipient will comply with the regulations, policies, guidelines, and requirements of 24 CFR Part 85 relative to procurement.

A. Code of Standards of Conduct

The Recipient will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR § 85.36(b)(3), which states that the Recipient must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of this contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in the person or entity selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

B. Conflict of Interest

(a) *Conflicts prohibited.* In addition to the conflict of interest standards prescribed by federal regulations, no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family relationships. Immediate family relationships include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

(b) *Persons covered.* The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Recipient.

(c) *Exceptions. Threshold requirements.* Upon the written request of the Recipient, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program. An exception may be considered only after the Recipient provides the following:

- (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the Recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(d) *Effect of Failure to Disclose Conflict of Interest.* It is the responsibility of the Recipient to properly disclose that a conflict of interest has occurred. The Recipient may be required to repay program funds, using non-federal funds. Failure to repay may impact further participation in the HOME Program.

C. Minority and Women-Owned Business Participant

The Recipient is required to follow State and Federal policy requirement pertaining to the promotion of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). The Recipient is required to provide the maximum opportunity for increased participation by minority and women-owned businesses in the procurement of goods and services.

3. Standards for Financial Management Systems

(a) The Recipient will comply with the regulations, policies, guidelines, and requirements of 24 CFR Part 92. HOME fund drawdowns must be expended for eligible costs within 15 days of the receipt from MHC.

(b) The financial management system of the Recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 24 CFR §200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. The Recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand.

(3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to implement the requirements of 24 CFR §200.305 Payment.

(7) Written procedures for determining the allow ability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award.

4. Lobbying

(a) The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans is an unallowable cost. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Government-wide Guidance for New Restrictions on Lobbying" and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

(b) Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the executive branch of the Federal Government to give consideration or to act regarding a Federal award or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

(c) In addition to the above, the following restrictions are applicable to nonprofit organizations and institutions of higher education:

(1) Costs associated with the following activities are unallowable:

(i) Attempts to influence the outcomes of any Federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;

(ii) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections in the United States;

(iii) Any attempt to influence:

(A) The introduction of Federal or state legislation;

(B) The enactment or modification of any pending Federal or state legislation through communication with any member or employee of the Congress or state legislature (including efforts to influence state or local officials to engage in similar lobbying activity);

(C) The enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign; or

(D) Any government official or employee in connection with a decision to sign or veto enrolled legislation; and

(iv) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

(2) The following activities are excepted from the coverage of paragraph (c) (1) of this section:

(i) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a state legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the non-Federal entity's member of congress, legislative body or a subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings;

(ii) Any lobbying made unallowable by paragraph (c)(1)(iii) of this section to influence state legislation in order to directly reduce the cost, or to avoid material impairment of the non-Federal entity's authority to perform the grant, contract, or other agreement; or

(iii) Any activity specifically authorized by statute to be undertaken with funds from the Federal award.

(iv) Any activity excepted from the definitions of "lobbying" or "influencing legislation" by the Internal Revenue Code provisions that require nonprofit organizations to limit their participation in direct and "grass roots" lobbying activities in order to retain their charitable deduction status and avoid punitive excise taxes, I.R.C. §§501(c)(3), 501(h), 4911(a), including:

(A) Nonpartisan analysis, study, or research reports;

(B) Examinations and discussions of broad social, economic, and similar problems; and

(C) Information provided upon request by a legislator for technical advice and assistance, as defined by I.R.C. §4911(d)(2) and 26 CFR 56.4911-2(c)(1)-(c)(3).

(v) When a non-Federal entity seeks reimbursement for indirect (F&A) costs, total lobbying costs must be separately identified in the indirect (F&A) cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of §200.413 Direct costs.

(vi) The non-Federal entity must submit as part of its annual indirect (F&A) cost rate proposal a certification that the requirements and standards of this section have been complied with. (See also §200.415 required certifications.)

1. If any funds other than federally appropriated funds have been paid or will be paid to any employee or independent contractor of the Recipient 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 grant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5. Required certifications

Required certifications include:

(a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under this contract must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

(b) Each cost allocation plan or indirect (F&A) cost rate proposal must comply with the following:

(1) A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the Recipient, must be certified by the Recipient using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the non-

Federal entity by an individual at a level no lower than vice president or chief financial officer of the Recipient.

(2) Unless the Recipient has elected the option under §200.414 Indirect (F&A) costs, paragraph (f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

(c) Time logs, calendars, or similar records are not required to be created for purposes of complying with the record keeping requirements in 24 CFR §200.302 with respect to lobbying costs during any particular calendar month when:

(1) The employee engages in lobbying (as defined in applicable federal regulations) 25 percent or less of the employee's compensated hours of employment during that calendar month; and

(2) Within the preceding five-year period, the Recipient has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs.

When the above conditions are met, the Recipient is not required to establish records to support the allow ability of claimed costs in addition to records already required or maintained. Also, when conditions in the above sections are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

6. Audit Requirements

The Recipient will comply with the regulations, policies, guidelines, and requirements in 2 CFR Part 200, including the following:

(a) *Audit required.* If the Recipient expends \$750,000 or more its fiscal year in Federal awards, it must have a single or program-specific audit conducted for that year.

(b) *Single audit.* If the Recipient expends \$750,000 or more during its fiscal year in Federal awards, it must have a single audit conducted in accordance with §200.514 except when it elects to have a program-specific audit conducted in compliance with applicable regulations.

(c) *Program-specific audit election.* If the Recipient expends Federal awards under only one Federal program, excluding research and development, as defined in applicable regulations ("R&D") and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the Recipient may elect to have a program-specific audit conducted in accordance with 2 CFR §200.507. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* If the Recipient expends less than \$750,000 during its fiscal year in Federal awards, it is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD agency, MHC, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC)*. If the Recipient owns or operates a FFRDC, it may be treated as a separate entity for purposes of auditing requirements.

(f) *Sub-recipients and Contractors*. If the Recipient may simultaneously be a recipient, a sub-recipient, and a contractor. Federal awards expended as a recipient or a sub-recipient are subject to audit under applicable federal regulations. The payments received for goods or services provided as a contractor are not Federal awards. Sub-recipient and contractor determinations set forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors*. The Recipient must ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards.

7. Fair Housing and Equal Opportunity

The Recipient will comply with:

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
2. The Recipient will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activities funded in whole or in part with HOME funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S. C. 794), shall also apply to any such program or activity.
3. The Recipient must display in public view English, Spanish, Vietnamese, or other language spoken in the populated area subject to inquiries/access to HOME funds affirming Equal Housing Opportunity as amended under the Fair Housing Amendments Act of 1988.

8. Section 3

The Recipient is required to make good faith efforts to provide "**to the greatest extent feasible**" opportunities to Section 3 area residents and Section 3 Businesses. As a Recipient, you are required to adhere to the Section 3 requirements set forth at 24 CFR 135. An adopted Section 3 Resolution and a Recipient Section 3 Action Plan must be submitted as a requirement to clear special conditions for the written agreement.

9. Remedies for noncompliance

If the Recipient fails to comply with Federal statutes, regulations or the terms and conditions of this contract, HUD or MHC may impose additional conditions, as described in 24 CFR §200.207. If HUD or MHC determines that noncompliance cannot be remedied by imposing additional conditions, the HUD or MHC may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by HUD or MHC.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Grant.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations (or recommend such a proceeding be initiated by HUD).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be available at law or in equity.

10. Debarment and Suspension of Sub-Recipient

The Mississippi Home Corporation (MHC) must ensure that Sub-Recipients of Federal assistance are not debarred or suspended, or otherwise excluded from or ineligible from participation in Federal programs under Executive Order 12549 and per OMB A-102. In the event that the Recipient is found to be suspended, debarred, ineligible, or voluntarily excluded from federal grant program participation at any time during the contract period, MHC may pursue available remedies, including suspension and/or debarment or termination of this contract.

11. Effects of suspension and termination

Costs to the Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of the Grant are not allowable unless MHC authorizes them in writing in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

(a) The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination; and

(b) The costs would be allowable if the Grant was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

12. Termination

(a) The Grant may be terminated in whole or in part as follows:

(1) By HUD or MHC, if the Recipient fails to comply with the terms and conditions of this contract;

(2) By HUD or MHC for cause;

(3) By HUD or MHC with the consent of the Recipient in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the Recipient sending to MHC written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if MHC determines in the case of partial termination that the reduced or modified portion of the Grant will not accomplish the purposes for which the Grant was made, MHC may terminate the Grant in its entirety.

MHC reserves the right to withhold HOME funds or to terminate this contract if the Recipient fails to fulfill the terms of this contract and programmatic requirements in a timely and proper manner. Should the Recipient violate any of the covenants, agreements, conditions, special conditions

or assurances of this contract or the written policies, procedures, and requirements of this program, written notice will be provided before the withholding of funds or termination of the contract.

The Recipient is prohibited from contracting with or making sub-awards to parties that are suspended, debarred, or otherwise ineligible to participate, or whose principals are suspended, debarred or otherwise ineligible to participate by any federal agency, MHC, or any other State agency. Suspension or debarment may apply to new and/or ongoing transactions.

13. Application of the Mississippi Employment Protection Act of 2008

The Recipient will ensure compliance with the Mississippi Employment Protection Act (Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature) and will register and participate in the status verification system of all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify program, or any other successor electronic verification system replacing the E-Verify Program. The Sub-recipient agrees to maintain such compliance and, upon request of MHC, to provide copy of such verification to MHC. The Recipient further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi.

If the Recipient violates this provision, it will be subject to the following: (a) termination of this contract and ineligibility for any state or public contract of Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Recipient by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Recipient would also be liable for any additional costs incurred by the MHC due to contract cancellation or loss of license or permit.

14. Reversion of Assets

Upon expiration of this contract, any HOME funds on hand and any accounts receivable attributable to the use of HOME funds must be transferred to MHC.

15. Fees

This contract prohibits the Recipient from charging servicing, origination, or other fees for the cost of administering the HOME Program, except as permitted by 92.214(b)(1).

16. Other Federal requirements and nondiscrimination

(a) The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.

(b) The nondiscrimination requirements at section 282 of the Act are applicable.

Program Requirements

1. Certification of Chief Executive Office

The Recipient's Chief Elected Official certifies, to the best of his or her knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any employee or independent contractor of the Recipient 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 federally appropriated funds have been paid or will be paid to any employee or independent contractor of the Recipient for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. Written Agreement

The Recipient must have a written agreement with each homeowner, and the Recipient must have provisions therein to assure compliance with the requirements as set forth in 24 CFR 92.254(b).

- a. The property owners must be low income and occupy the property as their principal residence. This information will be obtained during Phase II of the application process which will include the following:
 1. Environmental Clearance
 2. Homeowner Application Form
 3. Proof of Ownership
 4. Income Determination (3 consecutive months or most recent benefits statement)
 5. Proof of Residency from August 19, 2015 – August 19, 2016
 6. Proof Property Taxes are current or exemption
 7. Part 5 Income Calculation Worksheet
 8. Homeowner Rehab Set Up and Completion Form
 9. Lead Based Paint Form
 10. Activity Completion Schedule
 11. Map Identifying Property
 12. Room by Room Inspection
 13. Photographs of Unit
 - a. Front Roof and Foundation
 - b. Rear Roof and Foundation
 - c. Electrical Panel Box
 - d. Bath Plumbing
 - e. Kitchen Plumbing
 - f. Water Heater
 - g. Side or rear view where waste line exits unit
 14. Age of unit
 15. Documentation of public water/sewer availability

- b. The appraised value of the property, after rehabilitation, must not exceed the FHA 203 (b) mortgage limits for single-family property.
- c. The property owners must be able to prove ownership of the property. To qualify as a property owner, a family or individual must have fee simple title to the property; maintain a 99-year lease interest in the property; have ownership in a cooperative; or have a land sales contract.
- d. There must be no restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.

3. **Maximum per-unit subsidy amount for reconstruction/replacement of manufactured units**

Maximum per-unit subsidy amount. The HOME regulations state that HUD will allow the per unit subsidy amount to be increased on a program-wide basis to an amount, up to unit limits, to the extent that the costs of multifamily housing construction exceed the Section 221(d)(3) limits. Under this guidance, the Section 234 Elevator-type units used in place of the Section 221(d)(3) limits.

The following indicates High Cost Percentages to be applied to Basic Limits Only effective January 1, 2015 provided by Mississippi HUD's Office of Multi-family Housing:

Base Locality	Key Locality	Counties	HCP
Jackson	Jackson	Adams, Attala, Clarke, Claiborne, Copiah, Covington, Franklin, Hinds, Holmes, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones, Kemper, Lauderdale, Lawrence, Lincoln, Leake, Madison, Neshoba, Newton, Rankin, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Yazoo	217%
Jackson	Greenville	Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, Grenada, Humphreys, Itawamba, Lafayette, Lee, Leflore, Lowndes, Monroe, Montgomery, Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Union, Washington, Webster, Winston, Yalobusha	217%
Jackson	Gulfport	Amite, Forest, George, Greene, Hancock, Harrison, Jackson, Lamar, Marion, Pearl River, Perry, Pike, Stone, Walthall, Wilkinson	210%
Jackson	Southaven	Alcorn, Benton, Desoto, Marshall, Tate, Tippah, Tishomingo, Tunica	217%

Maximum Mortgage Amount Per Family Unit	0 BR (HCP)	1 BR (HCP)	2 BR (HCP)	3 BR (HCP)	4 BR (HCP)
Jackson/Jackson	\$125,612	\$140,685	\$172,508	\$216,058	\$244,300
Jackson/Greenville	\$126,680	\$145,222	\$176,588	\$228,448	\$250,765
Jackson/Gulfport	\$122,593	\$140,538	\$170,891	\$221,079	\$242,676
Jackson/Southaven	\$126,680	\$145,222	\$176,588	\$228,448	\$250,765

Grantees may place a cap on the amount of assistance provided to each homeowner. This capped amount must be disclosed in policy and procedures and implemented for all homeowners for the designated grant year and remain in compliance with HUD and MHC requirements. MHC reserves the right to increase the maximum amount of subsidy investment based on need and a case-by-case basis.

4. **Maximum per unit subsidy for rehabilitation activities**

The maximum amount of HOME assistance for rehabilitation is as follows:

\$35,000	\$50,000 - Historical properties - (must be categorized "historical" per Mississippi Department of Archives and History)
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MHC may issue exceptions on a case by case basis and approval must be requested and granted in writing.

5. **After-Rehabilitation Value Limits**

24 CFR 92.254(a)(2)(iii) allows the use of FHA Single Family mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)) as a surrogate for the 95 percent of median value limit. The limit for a one-family unit in all Mississippi counties is \$275,655 except for in the following counties: Copiah, Hinds, Madison, Rankin, Simpson, and Yazoo the limit is \$281,750.

6. **Request for Disbursement of Funds**

The Recipient may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of the current needs. No request for disbursement of funds will be granted prior to Environmental Clearance, except Application Preparation. Application Preparation in the amount of \$5,000 may be requested upon execution of this Contract.

Expenditures made by the Recipient shall be considered allowable to the extent they meet all of the requirements set forth below, in accordance with Circular A-87. The expenditures must be:

- a. Reasonable and necessary in order to complete the project;
- b. Made in conformance with the Scope of Work, the Project Budget, and all other provisions in this Grant Agreement.
- c. Incurred for work performed during the project period;
- d. Treated uniformly and consistently under General Accepted Accounting Principles and MHC's policies and procedures:
 - Complete disclosure of financial results and expenditures;
 - Requests for payment must be made within the specified grant period; and
 - Documentation must be maintained to support expenditures.

The activity delivery costs (administration and soft costs) fee schedule will be disbursed as follows:

Activity Delivery Costs – Administration	Amount Allowed Per Unit Reconstruction/Rehabilitation	Amount Allowed Per Unit - Manufactured Homes (Replacement Only)
Environmental Clearance	\$700	\$700
Legal – Professional Service	Reasonable and Necessary	Reasonable and Necessary
Notice to Proceed	\$700	\$700
25% progress	\$1500	\$0
50% progress	\$1500	\$2250
100% completion	\$1500	\$2250
Deed Restriction Recording	Up to \$17.00	Up to \$17700

Activity Delivery Soft Costs	Amount Allowed Per Unit Conventional Homes	Amount Allowed Per Unit - Manufactured Homes
Asbestos Inspection	Up to \$400	Up to \$400
Survey	Reasonable and Necessary, N/A for rehabilitation activities	Reasonable and Necessary

Administration Cost	Allowed Per Unit Rehabilitation/Reconstruction Activity	Allowed Per Unit - Manufactured Homes Replacement Only
----------------------------	--	---

Monitoring	\$800	\$800
Acceptable Close-Out	\$800	\$800

7. Records and Reports. The Recipient shall include in all contracts with participating parties who receive grant funds provisions requiring they:

- a. Keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds; records must be retained for a period of not less than five (5) years from the final close-out date of this contract. This applies to all financial and programmatic records, supporting documents, statistical and other records of Recipients and sub-recipients.
- b. Allow any authorized representative from MHC, HUD, and/or the Controller General of the United States, at all reasonable times, to have access and the right to inspect, copy, audit, and examine all such books, records, and other documents of participating parties until the completion of all close-out procedures involving this grant and the final settlement and concluding of all issues arising out of this grant.
- c. In addition to audits, records, books, and documents, the Recipient shall maintain and keep on file, at Recipient's locality, all information pertaining to the grant.

8. Recapture

(a) Affordability. MHC imposes recapture requirements via deed restrictions. The recapture provision therein allows MHC to recoup a portion of the HOME funding received by the homebuyer if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The HOME investment amount is recaptured on a prorated basis for the time the homeowner has owned and occupied the housing measured against the required affordability period.

(1) Periods of affordability. The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after activity completion.

HOME Activity	Minimum period of affordability in years
Rehabilitation	5
Reconstruction/Replacement	10

(2) Recapture. If the housing does not continue to be the principal residence of the family for the duration of the period of affordability, then MHC may exercise its recapture ability under its recapture provision as enforced by a Deed Restriction recorded in the county courthouse where the property is located. The period of affordability is based upon the activity undertaken with HOME funds. Rehabilitation triggers a five (5) year affordability period. Reconstruction/replacement triggers a ten (10) year affordability period. When the recapture requirement is triggered by a sale or foreclosure, the amount recaptured cannot exceed the net proceeds, if any.

The "net proceeds" are the sales price minus superior loan repayment (other than HOME funds) and any closing costs

9. Notice to Proceed

The Notice to Proceed (NTP) will be issued once MHC has received the required documentation. This documentation gives the contractor the approval to begin construction. Any construction that begins prior to receiving this NTP will be ineligible for HOME funds and will be the responsibility of the Recipient. The following includes documentation required for issuing the NTP:

- Title Opinion
- Survey, if applicable
- Copies of all bids
- Bid Tabulation
- Contractor's License
- Contractor's Clearance from www.sams.gov
- Proof of Workmen's Compensation Insurance
- Sub-Recipient/Homeowner Contract
- Sub-Recipient/Contractor Contract
- Homeowner/Contractor Contract
- Asbestos Report, if applicable
- Lead Based Paint Report, if applicable
- Activity Completion Schedule
- Activity Budget Update, if applicable

10. Building Standards

In accordance with 24 CFR 92.251, the Recipient agrees to and understands that project activities shall comply with all applicable codes, rehabilitation standards, ordinances and zoning ordinances. In the absence of a local code for reconstruction or rehabilitation, HOME-assisted units must meet the MHC HOME Investment Partnerships Program Rehabilitation Standards. The Recipient will ensure that reconstructed housing meet the current edition of the Model Energy Code published by the council of American Building Officials.

11. Budget

The Recipient agrees to and accepts the budget form attached to this contract. The budget form shall constitute the true and correct budget for the HOME project and is hereby incorporated and made a part of this contract. No modifications shall be made without prior written approval from MHC.

12. Flood Insurance

If applicable, the Recipient will insure that Homeowners will comply with the provisions of the Flood Disaster Protection Act of 1973 (42 U.S.C.4001-4128) with respect to obtaining flood insurance on any housing located in a floodplain.

13. Monitoring

The Recipient will arrange a monitoring visit of the HOME Program with the Project Administrator. The HOME Program will be monitored for compliance with HOME Regulations and other Federal Cross-Cutting Regulations. Once the monitoring has been completed, MHC will issue a monitoring report and if there are any concerns and/or findings that need to be addressed, the Recipient must respond in writing from the Chief Elected Official.

14. Close-Out

After a satisfactory monitoring has been completed, the Recipient must submit to MHC an original signed Close-Out Package.

15. Program Income

Program Income, as the term is used in the context of HUD regulations, is the income derived as a result of the use of HOME program funds. Should Program Income be derived as a result of the use of HOME program funds, all income **must** immediately be remitted to MHC.

SPECIAL CONDITIONS
Homeowner Rehabilitation

- I. The Recipient must certify in writing that within execution of this agreement, Special Conditions will be submitted to MHC. Failure to adhere to this requirement may result in the de-obligation of HOME funds.**

A. Start-Up

The Recipient must adopt a resolution to indicate within six (6) months of each unit approved for HOME assistance construction/rehabilitation activities must begin. Failure to adhere to this requirement may result in the de-obligation of HOME Funds.

B. Policies, Procedures, and Guidelines

The Recipient shall submit for review its adopted Policies, Procedures, and Guidelines.

C. Project/Activity Completion Schedules

The Recipient must submit for review a detailed Project Completion Schedule that will outline events, objectives, and project completion.

Once homeowners have been approved, detailed Activity Completion Schedules for each unit receiving HOME funds will be required to outline events, objectives, and activity completion.

NOTE: Failure to adhere to the schedule as submitted may cause HOME funds to be recaptured.

D. Program Income

Any Program Income on hand must be submitted immediately to MHC.

Recipients that have not received and do not anticipate receiving program income from prior HOME projects must submit to MHC a signed statement by the Chief Elected Official or authorized signatory to that effect.

E. Authorized Signatory Letter

The Recipient must provide on letterhead Authorized Signatures for implementing this Contract.

F. Environmental Clearance – per eligible homeowner unit

Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge that this Contract 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 environmental review within two (2) months of the Homeowner Unit Approval Date and receipt by Recipient of a release of funds from the MHC under 24 CFR Part § 58. The parties further agree that the provision of any funds to the project is conditioned on the Recipient's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. Any expenses incurred prior to environmental clearance will be ineligible costs under the contract, except for Application Preparation and Administration costs.

MISCELLANEOUS

Application of the Mississippi Employment Protection Act of 2008. Recipient will ensure compliance with the Mississippi Employment Protection Act of 2008 (Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature) and will register and participate in the status verification system of all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify program, or any other successor electronic verification system replacing the E-Verify Program. The Recipient agrees to maintain such compliance and, upon request of MHC, to provide copy of each such verification to MHC. The Recipient further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi.

The Recipient understands and agrees that any breach of these warranties may subject Recipient to the following: (a) termination of this contract and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Recipient by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Recipient would also be liable for any additional costs incurred by MHC due to contract cancellation or loss of license or permit.

Effect of Failure to Comply. MHC reserves the right to withhold funds or terminate this contract if the Recipient fails to comply with the terms of this contract in a timely and proper manner. Should the Recipient violate any of the covenants, contracts, conditions, special conditions or assurances of this contract, written notice will be provided at least five (5) working days before withholding of funds or termination of the contract.

Debarred or Suspended Parties. Recipient is prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred by any federal agency, MHC, or other Mississippi State agency. Suspension or debarment may apply to new and/or ongoing transactions.

Availability and Obligation of Funds. MHC's contract to provide HOME Program Funds is contingent upon the availability of funds from HUD. It is expressly understood and agreed that the obligation of MHC to proceed under this contract is conditioned upon the receipt of Federal funds. If the funds anticipated for the continuing fulfillment of this contract are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or the discontinuance or material alteration of the HOME Program, or if funds are not otherwise available to MHC, MHC shall have the right to terminate this contract without damage, penalty, cost or expenses to MHC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Borrower releases MHC from all liability for any claims due to insufficient or unavailable funds, and further agrees not to take any legal or other actions against MHC in regard to such claims, damages or actions by MHC. Borrower further agrees that, in the event the costs of the project exceed the HOME Funds awarded hereunder, MHC will not provide additional funding.

Notices. Any notice required or permitted to be given pursuant to this contract shall be in writing and shall be deemed given when delivered (a) by registered or certified mail, United States Postal Service, postage prepaid, return receipt requested to the respective address listed below, (b) by a generally recognized commercial courier service or overnight delivery service, with receipt for delivery, sent to the intended addressee at the address set forth below, or (c) by personal delivery. The addresses for notices given pursuant to this contract shall be as follows:

If to MHC: 735 Riverside Drive
Jackson, MS 39202
Attn: Jackie Cobbins

If to Recipient: _____
Attn: _____

Severability. If any part of contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision and to this end, and the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

Counterparts. This contract may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument.

Governing Law. This contract shall be governed by and construed in accordance with the internal laws of the State of Mississippi without giving effect to any law relating to conflicts of law.

Amendment. This contract shall not be amended except by written agreement signed by both parties.

HOME Investment Partnerships Program Homeowner Rehabilitation Budget Summary

Sub-Recipient: City of Vicksburg

Funding Year: 2016

Grant Year: 2016

Grant Number: # 1228-M16-SG-280-374

Description				Other Funding Sources			
Homeowner Rehabilitation							Total
Application Preparation			\$5,000.00				\$5,000.00
Administration			\$				\$
Activity Delivery Costs			\$				\$
Homeowner Rehabilitation			\$500,000.00				\$500,000.00
Grand Total			\$505,000.00	\$0.00	\$0.00	\$0.00	\$505,000.00

Prohibition of duplicate funding:

These funds cannot be used for any activity that will also be reimbursed by or for which funds have been or will be made available by any other State or Federal Agency.

HOMEOWNER REHABILITATION PROJECT COMPLETION SCHEDULE

Recipient: City of Vicksburg

Contract Number: 1228-M16-SG-280-374

Month	Contract Executed	Special Conditions Cleared	Environmental Clearance	50% Completion	100% Completion	Project Monitored	Project Close-Out
January							
February							
March							
April							
May	2017						
June							
July							
August							
September							
October							
November							
December							

Prepared by, and after recording, return to:

Indexing Instructions:

STATE OF MISSISSIPPI

COUNTY OF _____

**RECAPTURE
DEED RESTRICTION**

HOME Investment Partnerships Program

Phone: _____

STATE OF MISSISSIPPI

COUNTY OF _____

The undersigned _____ ("Owner(s)"), is/are the owner(s) of certain real property and improvements located at, in _____ (City/Town), _____ (County), Mississippi and more particularly described on **Exhibit A attached** hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions.

1. For purposes of these deed restrictions, the following terms have the meaning indicated as per the Mississippi Home Corporation adopted HOME Program recapture requirements:

"Period of Affordability" means a period of time beginning on the date of this instrument ending on the date as indicated below according to activity in which HOME funds were provided.

HOME Activity	Minimum period of affordability in years
Rehabilitation	5
Reconstruction/Replacement	10

MHC means the Mississippi Home Corporation, 735 Riverside Drive, Jackson, Mississippi 39202, 601-718-4642, federalprograms@mshc.com

"HOME funds" means the amount funded by MHC for the benefit of Owner, for the purpose of rehabilitating, reconstructing, or replacing of the Property for the HOME Investment Partnerships Program allocation.

"Recapture Requirements" means that if the Property does not continue as the principal residence of the family for the duration of the required Period of Affordability, that MHC recoups all or a portion of the HOME assistance. MHC will reduce the HOME investment amount to be recaptured on a pro rata basis for the time the homeowner has owned and occupied the housing as a principal residence measured against the required affordability period. The amount of recapture is limited to the net proceeds from the sale.

"Net proceeds" means the Sales Price minus (-) outstanding loan payment (other than HOME funds) minus (-) closing costs.

2. MHC must receive prior written notification of any sale that occurs during the Period of Affordability at least two (2) business days prior to the transaction taking place in order for the correct amount of Recapture to be calculated.
3. In the event of a sale of the Property an amount equal to a pro rata share of the HOME assistance, reduced proportionately for every month of the Period of Affordability the selling Owner owned the Property, shall be repaid to MHC from any net proceeds realized upon the sale of the Property after deductions as indicated in the Net Proceeds definition.
4. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner, its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.
5. Owner occupant understands and agrees that this instrument shall be governed by the laws of the State of Mississippi and regulations of the U. S. Department of Housing and Urban Development.
6. Owner occupant understands that the property must be the principal residence of the family during the Period of Affordability. In the event the Property does not remain the principal residence, the Owner must repay MHC an amount equal to a pro rata share of HOME assistance, reduced proportionately for every month of the Period of Affordability the Owner has owned the Property.
7. Owner occupant understands the Period of Affordability is for a period of X years beginning on the date of this instrument and ending _____. At the ending date of this instrument, this deed restriction is canceled and all HUD requirements satisfied.

EXECUTED this _____ day of _____, 20_____.

By: _____

By: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the said State and County, the within named _____, who acknowledged that he/she/they signed and delivered the above foregoing instrument on the day and date therein above stated as for his/her/their own voluntary act and deed.

Given under my hand and Official Seal, this the _____ day of _____, 20_____.

(SEAL)

Notary Public

My commission expires: _____

EXHIBIT A

Description of Property

Filing instructions to Clerk:

Administration Contract Addendum

The City of Vicksburg (the "Recipient") has been awarded a HOME grant (the "Grant") for the time period and amount shown on the Grantee Signature Sheet to fully implement the HOME Homeowner Rehabilitation Project, administered by Mississippi Home Corporation ("MHC"), in compliance with the terms and conditions of the Contract, HOME Final Rule, the Grant, the budget, and Special Conditions (the "Grant Contract").

Ted Davis, Davis and Associates, Inc. (the "Grant Administrator") will provide the Recipient certain services relative to the Grant Contract.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by MHC's HOME Program, as well as the U.S. Department of Housing and Urban Development, ("HUD"), HOME regulations, Final Rule (24 CFR Part 92), and each and every Federal and State statute and guideline affecting the application for the receipt and expenditure of HOME grant funds. This contract is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 101-625, as amended.

This Grant shall become effective on the beginning date of the grant period provided that this contract shall have been fully completed, executed by the Recipient and the Grant Administrator, and received in the office of MHC.

I. Scope of Services

As part of the implementation of this Grant, administration and project delivery services will be provided by Ted Davis, Davis and Associates, Inc. The scope of services will include all services generally performed in the administration of a HOME grant including, but not limited to:

- a. Provision of general administration services such as environmental assessments, procurement information, financial management services and record keeping.
- b. Preparation administrative reports as required.
- c. Coordination of the activities of all parties and agencies in the execution of the grant to ensure compliance with HOME regulations and other federal and state regulations.
- d. Monitoring conformance with terms of the Grant Contract and adhere to time schedules, request extensions and modifications, when required.
- e. Representation the Recipient during all monitoring visits and accompanying officials on scheduled site visits.
- f. Assisting the Recipient with procurement, including, without imitation bidding procedures.
- g. Assisting the Recipient in compliance with close-out procedures.

II. Type of Contract

This is a fixed fee professional services contract to provide administrative services to the Recipient in order to carry out the requirements of the Grant.

Authorized representatives of the Grant Administrator shall have access to all files and records related to the HOME Grant. The Recipient shall maintain and keep on file, at Recipient's principal place of business, all information pertaining to the Grant.

The Grant Administrator must allow any authorized representative from MHC, HUD, and/or the Controller General of the United States, at all reasonable times, to have access and the right to inspect, copy, audit, and examine all such books, records, and other documents pertaining to the Grant in the Recipient's possession or control until the completion of all close-out procedures involving the Grant and the final settlement and concluding of all issues arising out the Grant.

III. Performance Period

The services of the Grant Administrator shall commence upon award of the Grant application and continue until all HOME program activities associated with this contract have been satisfactorily completed and closed out.

IV. Compensation

The Grant Administrator shall be paid by the Recipient an amount as indicated in the budget for application preparation, administrator, and project delivery associated with delivering services related to HOME Contract. Payments to be issued upon completion of each activity and receipt of invoice and documentation that requested services have been completed successfully and satisfactory.

V. Method of Payment

Payment shall be made to the Grant Administrator by the Recipient after receiving an invoice for the services rendered. Payments will be issued within 15 days of receipt of all required documentation, pending no additional information required.

The Recipient and the Grant Administrator have executed this Contract Addendum by and through their duly authorized officers, signature and official seal, on this the _____ day of _____, 20__.

Recipient: _____

By: _____

Its: _____

Grant Administrator: _____

By: _____

Its: _____



RESOLUTION

MINORITY/WOMEN BUSINESS ENTERPRISES PLAN


WHEREAS, THE City of Vicksburg is submitting a HOME Investment Partnerships Program Application for 2016 funding from Mississippi Home Corporation, by virtue of this submission, if awarded, the City of Vicksburg is required by the Mississippi Home Corporation to promote and encourage the participation of Minority/Women Business Enterprises (MBE/WBE); and

WHEREAS, in keeping with HUD's policy and that of Mississippi Home Corporation's Community Service Division and the MBE/WBE plan will establish local goals for MBE/WBE participation.

WHEREAS, the local goals agree to be no less than those of the Federal: five percent (5%) for MBE's and five percent (5%) for WBE's and

NOW, THEREFORE, BE IT RESOLVED that The Mayor and Aldermen of the City of Vicksburg adopts the City of Vicksburg Minority/Women Business Plan, which is attached hereto "A" and made a part hereof.

ADOPTED this the 8th day of July 2016


George Flaggs, Jr.
Mayor, City of Vicksburg


Michael A. Mayfield, Sr., Alderman


Willis T. Thompson, Alderman

MBE/WBE PLAN

In keeping with HUD's policy and that of the Mississippi Home Corporation's Community Services Division, the following actions will be taken in the use of HOME Investment Partnerships Program, 2016 Homeowner Rehabilitation/Reconstruction funds with regard to MBE/WBE.

- Contact at least two minority/women businesses by certified mail and allow them the opportunity to submit a proposal or bid to provide any service needed.
- Maintain records to document the extent of MBE/WBE contracting and subcontracting
- Will comply with the Federal/State goal of 5% MBE and 5% WBE participating in HOME Program 2016 Homeowner Rehabilitation/Reconstruction funded projects, and
- Incorporate the goal statement in all bid packets
- Grantees will be awarded rating factor points in subsequent applications based on their efforts in meeting the State's MBE/WBE goals

A handwritten signature in black ink, appearing to read "George Flaggs, Jr.", is written over a horizontal line.

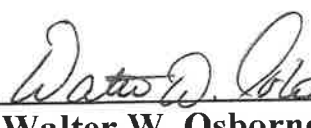
George Flaggs, Jr.


Mayor, City of Vicksburg

CERTIFICATE

I, Walter W. Osborne, Jr., the duly appointed, qualified and acting City Clerk and lawful custodian of the Minutes of The Mayor and Aldermen of the City of Vicksburg and Seal of said City, Certify that the foregoing is a true and exact copy of a Resolution Adopted by the Mayor and Aldermen of the City of Vicksburg at an Adjourned Regular Board Meeting held on Friday, July 8, 2016.

WITNESS my signature and official seal of office this 8th day of July, 2016.


Walter W. Osborne, Jr., City Clerk



**City of Vicksburg
SECTION 3 ACTION
PLAN RESOLUTION**

WHEREAS, the City of Vicksburg is submitting a 2016 Homeowner Rehabilitation/Reconstruction HOME Investment Partnerships Program application for possible 2016 funding from the Mississippi Home Corporation, by virtue of this submission, if awarded, the City of Vicksburg is required by the Mississippi Home Corporation and Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan; and

WHEREAS, the Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by the U.S. Department of Housing and Urban Development projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns.

WHEREAS, if awarded, it is the intention of the City of Vicksburg to implement its 2016 Homeowner Rehabilitation/Reconstruction HOME Investment Partnerships Program projects in accordance with all program regulations including the said Section 3 requirements.

NOW, THEREFORE, BE IT RESOLVED that the City of Vicksburg adopts the 2016 Homeowner Rehabilitation/Reconstruction HOME Investment Partnerships Program Section 3 Plan, which is attached hereto as "Attachment A" and made a part hereof.

City of Vicksburg
Name of City/County, Mississippi

Watts D. Delaney
City Clerk



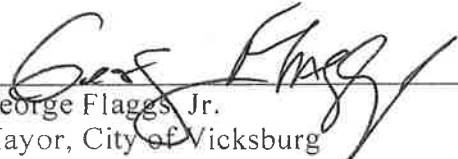
George Flaggs, Jr.
Mayor, City of Vicksburg

**CITY OF VICKSBURG
SECTION 3 ACTION PLAN**

The City of Vicksburg agrees to develop local procedures designed to implement the following steps to increase opportunities for training and employment for lower income residents of the Section 3 covered area, Vicksburg, and increase the utilization of business concerns within the Section 3 covered area, Vicksburg, or owned by Section 3 area residents.

- A. To identify projected employment, training and contracting opportunities as the recipient of federal funds and to facilitate the training and employment of Section 3 residents and contracting with Section 3 businesses.
- B. To recruit Section 3 residents for available opportunities through: local advertising media; posted signs; community organizations and public and private institutions operating within or serving the project area.
- C. To identify eligible business concerns for federal funded contracts through: the Chamber of Commerce, business associations, and local advertising media including newspapers; public signage; citizen advisory boards; and all other appropriate referral sources.
- D. To maintain a list of eligible business concerns for utilization in federally funded procurements, to notify appropriate project area business concerns of pending contractual opportunities, and to make available this list for procurement needs.
- E. To require all bidders on contracts to submit a written Section 3 Hiring and Business Utilization Plan and to require the contractor to submit reports to document actual accomplishments.
- F. To include Section 3 information in procurement solicitations, incorporate Section 3 clauses in contractual documents, and review Section 3 information at the preconstruction conference and then monitor contractor compliance.
- G. To maintain records, including copies of correspondence, memoranda, reports, contracts, etc., which document that the above action steps have been taken and any barriers encountered. To submit reports on accomplishments as required.
- H. To designate a local government official to coordinate implantation of this Section 3 Plan.
- I. To the extent feasible, additional affirmative steps will be taken to encourage and utilize Section 3 residents and businesses and to reach employment, training and contracting goals.

As the chief local official, I have read and fully agree to this Section 3 Action Plan and agree to actively pursue full implementation of this program.



George Flagg, Jr.
Mayor, City of Vicksburg

July 8, 2016

Date

2016 HOME - Rehabilitation / Reconstruction Budget

Applicant: City of Vicksburg
 Funding Year: 2016

Contract Number: 1228-M16-SG-280-374

Description	Application Preparation IDIS #	HOME #1				HOME #2		HOME #3		HOME #4		HOME #5		Total HOME Funds	Total Other Funds
		HOME	Other Funds	Home Funds	Other Funds	Home Funds	Other Funds	Home Funds	Other Funds	Home Funds	Other Funds	Home Funds	Other Funds		
Homeowners Names															
House Type															
IDIS Activity #															
# of Bedrooms															
Construction (HUD Maximum Limit)															
Activity Delivery Cost / Administration															
Activity Delivery Cost / Soft Cost															
Total Homeowners		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00	\$ -
Grand Total														\$ 505,000.00	\$ -

Activity Delivery Costs include document preparation, monitoring, closeout, citizen participation, etc. Environmental, legal, and asbestos inspections are considered Activity Delivery Cost-Soft Cost.

I acknowledge that the above budget is our local unit of government's HOME project budget. I understand that the local unit of government and/or the homeowner(s) shall be responsible for all cost exceeding the HOME budget.

Local Official Signature

Date

