



CERTIFICATIONS/ASSURANCES

The applicant hereby assures and certifies that:

- A. It possesses legal authority to receive HOME funding, and to carry out the proposed program according to regulations.
- 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.
- D. It will:
 - 1. 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 purposes the National Environmental Policy Act. Such other provisions of law which further purposes 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
 - 2. Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and County Development Act of 1974, as amended, and published in 24 CFR Part 58.
- E. Its chief executive officer or other officer of applicant:
 - 1. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58: and
 - 2. Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- F. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of 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; and
 - 2. Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.
- G. It will comply with Executive Order Number 12898, issued February 11, 1994, by:

1. Focusing attention on the environment and health conditions in minority and low-income communities; and
 2. Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
 3. Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.
- H. Audit – It will comply with the regulations, policies, guidelines, and requirements of 2 CFR Part 200 as they relate to the application and use of federal funds.
- I. It 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 applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 2. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
 3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance; and
 4. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex, familial status, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts, Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
- J. Section Three Requirements (24 CFR Part 135:38): 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, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities

generated 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.

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 each labor organization or representative of worker with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of a 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 apprenticeship 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 a finding that the subcontractor is 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 contract for default, and debarment or suspension from participating in future HUD assisted contracts.
 7. With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 45e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- K. It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d)) of the Act.
- L. It 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. Conflict of Interest Provisions-24 CFR 92.356 states that no person who exercises decision making responsibilities of the program may benefit from a HOME-assisted activity, either for themselves or those with whom they have family or business ties. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR Part 85.36 (3), "Code of Conduct."

- M. It will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq), which limits the political activity of employees.
- N. It will give the State of Mississippi, HUD, and the Controller General, through any authorized representatives, access to and the right to examine all records, books, papers, or other documents related to the proposed project.
- O. It will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq). (However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.)
- P. It will comply with the applicable requirements of the Copeland Act (40 U.S.C. 276c).
- Q. It 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.
- R. It will comply with Lead-Safe Housing Regulation 24 CFR Part 35, which prohibits the use of lead-based paint in residential structures or non-dwelling facilities commonly used by children under age 7 constructed or rehabilitated with federal assistance in any form.
- S. It will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is subject of such nonviolent civil rights demonstrations within its jurisdiction.
- T. The applicant shall remain fully obligated under the provision of the "Statement of HOME Award" notwithstanding its designation of any third party or parties of the undertaking of all or any parts of the program with respect to which assistance is being provided under the "Statement of HOME Award" to the applicant. Any other party who is not the applicant shall comply with all lawful requirements of the applicant necessary to ensure that the program with respect to which

assistance is being provided under the “Statement of HOME Award” to the applicant is carried out in accordance with the applicant’s assurances and certifications to comply with all applicable laws, regulations, and other requirements.

- U. The chief executive official certifies, to the best of his or her knowledge and belief, that:
 - 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
 - 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.
- V. It will comply with the applicable requirements of 24 CFR 92.504(c)(1), 24 CFR 92.504(c)(3), 24 CFR 92.504(c)(5):
 - 1. Affordability and Income Targeting. The recipient must ensure that housing assisted with HOME funds meet the affordability and income requirements for rental assistance § 92.252 and § 82.216 as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period.
 - a. Program Funds Rule – Not less than ninety percent (90%) of the families occupying rental housing constructed with HOME funds must be families whose annual incomes do not exceed 60% of the area median income. The balance of funds may be used to assist families that have incomes not in excess of 80% of the median family income for the area.
 - b. Rent Controls – HOME assisted rental units are subject to the following rent controls: High HOME Rents: 80% of HOME assisted rental units must have rents that are lesser of:
 - 1. The section 8 Fair Market Rents (FMRS) or area-wide exception rents for existing housing minus tenant paid utilities, or
 - 2. Rents which are 30% or adjusted income for households at 65% of median income minus tenant paid utilities.
 - Low HOME Rents: 20% of HOME assisted rental units must have rents which equal 30% of annual incomes for households at 50% of median income minus tenant paid utilities.

RENT ROLLS MUST BE SUBMITTED **ANNUALLY** TO MHC HOME STAFF by June 30.

- c. Tenant eligibility must be determined by the owner at the time of occupancy and must be re-examined at least annually. Property manager must re-certify each tenant's household income on an annual basis throughout the affordability period. Initially and every 6th year during the affordability period, the property manager must use source documentation to verify household income. In alternate years, one of the following may be used to verify household income:

- 1 –Source documentation
- 2 –Self-certification
- 3 –Written statement from the administrator of another government program under which the family receives benefits and that examines the annual gross income of the family each year.

- d. Every HOME assisted rental unit is subject to rent controls to keep the property in compliance with HOME guidelines for a minimum of (depends on the type project) years.

NEW CONSTRUCTION OR ACQUISITION OF NEWLY CONSTRUCTED UNITS – 20 YEARS
ACQUISITION/REHABILITATION UNDER \$15,000 HOME FUNDS PER UNIT – 5 YEARS
ACQUISITION/REHABILITATION \$15,000 TO \$40,000 PER UNIT – 10 YEARS
ACQUISITION/REHABILITATION OVER \$40,000 PER UNIT – 15 YEARS

- e. HUD will require repayment of HOME funds if the affordability requirements for the specified time period are not met.
- 2. 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 the HOME Program funds provided under this contract. It includes gross income from the use or rental of real property, owned by the participating jurisdiction, State recipient, Sub-recipient, or associated interested party that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions less costs incidental to generation of income. The identification of Program Income must be indicated in the written agreement between the Sub-recipient and the Developer.
 - 3. Uniform administrative requirements. The applicant will comply with applicable uniform administrative requirements, as described in §92.505.
 - 4. Other Program requirements. The applicant must agree or consent to carry out each activity in compliance with all Federal laws and regulations pertaining to the use of HOME/LIHTC forms.
 - 5. Affirmative marketing. The agreement must specify the recipient's affirmative marketing responsibilities in accordance with §92.351, if the HOME funds will be used for housing containing five or more assisted units.
 - a. Each recipient of HOME funding shall display in public view, posters affirming Equal Housing Opportunity as amended under the Fair Housing Amendments Act of 1988 in English, Spanish, and other language spoken frequently in the project area.

- b. HOME program funds will be awarded in accordance with the nondiscrimination and equal opportunity requirements set forth in the program regulations. The State will provide the recipients with all applicable non-discrimination laws.
- c. MHC will require recipients to establish appropriate procedures and requirements to affirmatively market units in the HOME projects and to assess the results of their efforts in accordance with the HOME program regulations. Procedures and requirements must include the following:
 - 1. The methods for informing the public, owners, and potential tenants about the federal fair housing laws and the recipient's affirmative marketing policy.
 - 2. The requirements and practices for owners to follow in complying with the recipient's affirmative marketing procedures and requirements.
 - 3. The special outreach procedures to be used by owners to inform and solicit applications from persons in the housing market area who would not otherwise apply. The owner may wish to use community organizations, places of worship, employment centers, fair housing counseling agencies, social service centers, and other resources for this outreach.
 - 4. The owner must maintain a listing of all tenants residing in each unit at the time of application submittal through the end of the compliance period.
 - 5. The owner must maintain a file containing all marketing efforts (i.e. copies of newspapers, calls, letters, etc.)
 - 6. Records must be kept on file describing efforts and results of recipients and owners in affirmatively marketing units.
 - 7. Owner advertisement of vacant units must contain the fair housing opportunity logo or statement.
- 6. Requests for disbursement of funds. Recipient may not request 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 needed and as indicated by supporting documentation.
- 7. Records and reports. The Recipient shall include in all contracts with participating parties who receive HOME funds provisions requiring that they:
 - a. Keep and maintain books, records, and other documents relating directly to the receipt and disbursement of HOME funds;
 - b. Allow any authorized representative from the State of Mississippi, 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 such books, records, and other documents of participating parties until the completion of all close-out procedures involving this project and the final settlement and concluding of all issues arising out of this funding.

- c. In addition to audits, records, books, and documents, the Recipient shall maintain and keep on file information regarding household characteristics of those receiving housing assistance. The recipient will use the Rental Set Up and Completion Form to provide this information. In addition, the Recipient must provide on this form the number of female-headed households.
 - d. 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 grantees or sub-grantees. Mississippi Home Corporation will continue monitoring this project for the extended period of affordability as set forth in the in the regulations found at 24 CFR Part 92.252.
8. Enforcement of the agreement. The agreement must provide for a means of enforcement of affordable housing requirements by the State or the intended beneficiaries. The means of enforcement may include liens on real property, deed restrictions, or covenants running with the land. The affordability requirements in §92.252 must be enforced by deed restriction. In addition, the agreement must specify remedies for breach of the HOME requirements. The agreement must specify that, in accordance with 24 CFR 85.43, suspension or termination may occur if the recipient materially fails to comply with any term of the agreement. The State may permit the agreement to be terminated for convenience in accordance with 24 CFR 85.44.
9. If the recipient provides funds to for-profit owners or developers, nonprofit owners or developers, sub-recipients, homeowners, homebuyers, or contractors who are providing services written agreements must be executed with such entities which meets the requirements of this section.
10. Duration of the agreement. The duration of the agreement will depend on which functions the recipient performs (e.g., whether the Sub-recipient or MHC has responsibility for monitoring rental projects for the period of affordability) and which activities are funded under the agreement.
11. For-profit or non-profit housing owner, sponsor or developer (other than single-family owner-occupant).
 - a. Affordability. The agreement must require housing assisted with HOME funds to meet the affordability requirements of §92.252 or §92.254, as applicable, and must require repayment of the funds if the housing does not meet the affordability requirements for the specified time period. If the owner or developer is undertaking rental projects, the agreement must establish the initial rents and the procedures for rent increases. If the owner or developer is undertaking homeownership projects for sale to homebuyer in accordance with §92.254 (a), the agreement must set forth the resale or recapture requirements which must be imposed on the housing.
 - b. The agreement must require housing to meet the property standards in §92.251 and the lead-based paint requirements in §92.355 upon project completion. The agreement must also require owners of rental housing assisted with HOME funds to maintain the housing in compliance with §92.251 for the duration of the affordability period.

- c. Enforcement of the agreement. The agreement must provide for a means of enforcement of the affordable housing requirements by the participating jurisdiction or the intended beneficiaries. This means of enforcement may include liens on real property, deed restrictions or covenants running with the land. The affordability requirements in §92.252 must be enforced by deed restriction. In addition, the agreement must specify remedies for breach of the provisions of the agreement.
 - d. Requests for disbursement of funds. The agreement must specify that the developer may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
 - e. Duration of the agreement. If the housing assisted under this agreement is homeownership housing, the agreement must be in effect at least until completion of the project and ownership by the low-income family.
 - f. Conditions for religious organizations. Where applicable, the recipient must comply with the conditions prescribed in §92.257 for the use of HOME funds by religious organizations.
12. If applicable, the recipient must have provision to assure compliance with the Tenant and Participant Protection requirements as set forth in 24 CFR Part 92.253.
- W. Building Standards. The recipient agrees to and understands that project activities shall comply with the applicable codes and standards approved by the International Residential Code of the International Code Council (ICC), and the International Energy Conservation Code or locally adopted codes, whichever is more stringent.
- X. Budget. The Recipient agrees to and accepts the budget forms attached to the contract. The budget forms shall constitute the true and correct budget for the HOME project and are hereby incorporated and made a part of this contract. No modifications shall be made without prior written approval from MHC.
- Y. Flood Insurance. If applicable, the Recipient agrees to comply with the provisions of the Flood Disaster Protection of 1973 (42 U.S.C. 4001-4128) with respect to obtaining flood insurance on any housing located in a floodplain.
- Z. Termination for Cause. All contracts between the sub-grantee and third party should contain a "termination for cause" clause. A basis for termination for cause can be suspension and debarment.
- AA. For projects consisting of 12 or more HOME-assisted units, Davis Bacon regulations must be enforced. This includes obtaining wage rates from HOME staff, obtaining clearance for contractor, notifying HOME staff when construction begins, and following all the requirements of Davis Bacon.

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Applicant

By: _____
Authorized Signature

Date: _____

Printed Name: _____

Title: _____