

**NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY
HOUSING IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is entered into this day of _____, by and among the following: **Lynda Colebrooke** (“Owner”)s, Owner(s) of the subject property; the **North Miami Community Redevelopment Agency** (“NMCRA”), a public body corporate and politic, having its principal office at 735 NE 125th Street, Suite 100, North Miami, Florida 33161; and **Louminel General Contractor, LLC** (“Contractor”), having its principal business address at 9671 Dunhill Drive, Miramar, Florida 33025, collectively referred to as “Parties,” regarding the rehabilitation of the real property legally described as:

Lot 19, Block 4, of Overbrook Shores #2, **according to the plat thereof, as recorded in Plat Book 50, page 31**, of the Public Records of Miami-Dade County, Florida a/k/a 170 NW 125th Street, North Miami, Florida 33168 (subject property).

WITNESSETH:

WHEREAS, the City of North Miami (“City”) has established the Citywide “Housing Improvement Program” (“Program”) sponsored by the North Miami Community Redevelopment Agency (“NMCRA”) to provide assistance to eligible homeowners for the purpose of providing financial assistance to income eligible residents of North Miami living within the NMCRA boundaries, who are in need of repairs and beautification of their property (Project); and

WHEREAS, the Program is funded by the NMCRA and will be administered by the City’s Housing and Social Services Department; and

WHEREAS, for purposes of administration of the Program, the City shall act as the agent of the NMCRA (“Agent”); and

WHEREAS, the Agent utilizes approved funding from the NMCRA in administering the Program; and

WHEREAS, the Owner(s), legal Owner(s) of the property described above, has agreed to the Project in accordance with Program specifications; and

WHEREAS, this Agreement is entered into after compliance by the Parties with all applicable provisions of Federal, State, and local laws, statutes, rules and regulations.

NOW, THEREFORE, in consideration of the mutual promises and the money in the amount of **Twenty-One Thousand Dollars and 00/100 Cents (\$21,000.00)** which the Agent will pay, which consideration is acknowledged by the Parties, the Parties agree as follows:

1. NMCRA Funds in the amount of **Twenty-One Thousand Dollars and 00/100 Cents (\$21,000.00)**, are being utilized for the purpose of beautifying the subject property located within the NMCRA boundaries
2. The following documents are incorporated hereto and are made part of this Agreement collectively referred to as the “Contract Documents”:

- The Specifications & Proposal related to the Project, attached as composite Exhibit “A”, amended from time to time, represent the scope of services and responsibilities of the Parties under the Program and that the Parties agree to abide by and comply with their roles and responsibilities;
 - Program Regulations and Contractor Method of Payment, attached as Exhibit “B.”
3. The Agent, has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.
 4. Homeowner(s) is receiving a grant from the NMCRA secured by the above described property. In consideration thereof, homeowner(s) agrees to cooperate promptly with the Agent, and its agents in the correction or completion, as well as the updating of any agreement documents, if deemed necessary or desirable by the NMCRA. Borrower understands that this may include correction or execution of a new note and mortgage to reflect the agreed terms. Refusal to do so, may jeopardize your opportunity to continue to participate in the program.
 5. The Project shall be performed in accordance with the applicable codes, ordinances and Statutes of the State of Florida, the City and Metropolitan Dade County.
 6. The Owner agrees to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100-year flood plain zone, the Owner must have an active flood insurance policy. Owner agrees to purchase Homeowner’s Insurance, Windstorm Insurance or Flood Insurance (Windstorm and Flood Insurances as applicable) upon completion of the rehabilitation work to be done to property. The coverage details of the insurance requirements follow:
 - a. Hazard (or Homeowner’s) Insurance Policy for the replacement value as determined by the insurer, properly endorsed;
 - b. Proof of Windstorm Insurance if not covered by the Homeowner Insurance Policy for the replacement value as determined by the insurer, properly endorsed (if applicable); and
 - c. Proof of Flood Insurance if the subject property is located within a Flood Zone for the replacement value as determined by the insurer, properly endorsed (if applicable).
 - d. The **mortgagee loss payee clause** on the insurance policy(ies) must read as follows:

“North Miami Community Redevelopment Agency”
ISAOA ATIMA
(Its Successors and/or Assigns as Their Interests May Appear)
735 NE 125th Street, Suite 100
North Miami, Florida 33161-5654”
 7. The Parties acknowledge and agree that funds provided derive from the NMCRA for the uses and purposes referred to in this Agreement.

8. The Owner(s) is required to provide proof of required insurance coverage and policy endorsements. If insurance coverage is not in compliance, Owner(s) may achieve compliance by obtaining the required coverage. Failure of Owner(s) to obtain and provide the Agent with proof of insurance within one (1) year from the date of execution of the contract will be an act of default.
9. The Owner(s) acknowledges that they presently occupy the property as their primary residence, and agrees to continually occupy the property as their primary residence.
10. Awards exceeding Ten Thousand Dollars (\$10,000.00) will require a lien placed on the property through a recorded promissory Note and Mortgage for a period of five (5) years from this Agreement execution.
11. If any interest in the property is sold, assigned, subleased, conveyed or transferred, or the Note and Mortgage created by this Agreement is subordinated, whether voluntarily or involuntarily, including bankruptcy or foreclosure, within five (5) years of this Agreement's execution, such an event shall be considered a default unless the property Owner(s) agrees to repay the remaining balance prior to such event. The indebtedness shall be payable at a rate of four percent (4%) simple interest per year on the remaining principal amount. Any person or entity, who, subsequent to the execution of this Agreement, purchases or receives any interest in the subject property, shall be bound by the terms and conditions of this Agreement and shall execute any and all documents required by the NMCRA.
12. All conditions and restrictions of this Agreement shall be considered and construed as restrictions running with the land, and shall bind all successors, assigns and persons claiming ownership of all or any portion of the subject property for a period of five (5) years from the date a Note and Mortgage are recorded, after which time, they shall be released by the NMCRA.
13. The Owner(s) and Contractor will not voluntarily create or permit, suffer to be created or to exist on or against the subject property or any part, any lien superior to the NMCRA's interest, and will keep and maintain the property from the claim of all parties supplying labor or materials which will enter into the construction or installation of improvements.
14. The Agent may, periodically, inspect the property for the purpose of assuring compliance with this Agreement.
15. In the event the Owner(s) or Contractor prevents the Agent from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the Agent from complying with federal, state or local laws, the Agent shall be entitled to immediately terminate this Agreement, retain all funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement. Further, action by the Owner(s) or Contractor to prevent or deny the Agent's inspection of the project will constitute a default of this Agreement, and the NMCRA shall be entitled to exercise any and all remedies at law or equity.

16. If the Owner(s) terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed twenty percent (20%) of the labor and materials' cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the Agent. The Contractor shall be compensated from the funds provided to this Project. The Contractor shall not seek any relief or file any claim against the NMCRA should such termination or cancellation by the Owner(s) occur.
17. The Owner(s) shall not release or amend this Agreement without the prior written consent of the Agent.
18. Payment to the Contractor for the Project shall be made as described in composite Exhibit "B". After payment is made to the Contractor by the Agent, the NMCRA shall be automatically discharged from any and all obligations, liabilities and commitments to Owner(s), Contractor or any third person or entity.
19. The NMCRA desires to enter into this Agreement only if by so doing the NMCRA can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of **Twenty-One Thousand Dollars and 00/100 Cents (\$21,000.00)**, Owner(s) and Contractor express their willingness to enter into this Agreement with recovery from the NMCRA for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of **Twenty-One Thousand Dollars and 00/100 Cents (\$21,000.00)**, less the amount of all funds actually paid by the Agent pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the NMCRA's liability as set forth in Section 768.28, Florida Statutes.
20. The Owner(s) and Contractor shall hold harmless, indemnify and defend the NMCRA, its Agent, officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits, or demands arising or accruing by virtue of this Agreement.
21. The Owner(s) and Contractor shall not sublease, transfer or assign any interest in this Agreement.
22. In the event of a default, the Agent may mail to Owner(s) or Contractor a notice of default. If the default is not fully and satisfactorily cured within thirty (30) days of the Agent's mailing notice of default, the Agent may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the Agent, shall set the amount of compensation to be paid to the Contractor for the work completed up until the time of termination, including replacement of all work areas to a suitable condition.
23. In the event of a default, the NMCRA, shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the NMCRA's right and remedies against the defaulting party. The NMCRA shall be entitled

to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

24. A default shall include but not be limited to the following acts or events of an Owner(s), Contractor, or their agents, servants, employees, or subcontractors:
- a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment of the grant, within thirty (30) days from the date when a Final Certificate of Completion is issued.

Work shall be considered to have commenced and be in active progress when, in the opinion of the Agent a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting.
 - b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
 - c. Default by an Owner(s) on any of the terms and conditions of the Note, Mortgage or other document executed in connection with the Program.
 - d. Insolvency or bankruptcy by the Owner(s) or by the Contractor.
 - e. Failure by the Contractor to maintain the insurance required by the NMCRA.
 - f. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the Agent.
25. This Agreement shall be governed by the laws of Florida and venue shall be in Miami-Dade County, Florida.
26. The Owner(s) shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, Chapter 9I-37, Florida Administrative Code and Section 570.502, Code of Federal Regulations.
27. Notices and Demands: All notices, demands, correspondence and communications between the Agent, Owner(s) and Contractor shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the NMCRA: North Miami Community Redevelopment Agency
735 NE 125th Street, Suite 100
North Miami, Florida 33161
Attn: NMCRA Executive Director

With copies to: City of North Miami
776 NE 125th Street
North Miami, Florida 33161
Attn: Housing & Social Services Director

If to Contractor: Louminel General Contractor, LLC
Louis Marie R. Nelson, Registered Agent
9671 Dunhill Drive
Miramar, Florida 33025

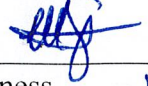
If to Owner(s): Lynda Colebrooke
175 NW 125 Street
North Miami, Florida 33168

or to such address and to the attention of such other person as the NMCRA, Agent, Contractor or Owner(s) may from time to time designate by written notice to the others.

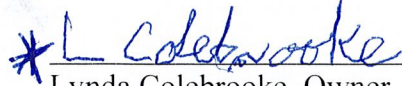
28. It is understood and agreed that all Parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
29. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the Parties.
30. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
31. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.



Witness Walon Saintille
Date: 03/22/24



Lynda Colebrooke, Owner
Date: 3/22/24

Witness
Date: _____

CONTRACTOR:
Louminel General Contractor, LLC
By: _____
Date: _____

APPROVED BY:

Alberte Bazile, MBA
Housing & Social Services Director

Date: _____

ATTEST:

Vanessa Joseph, Esq., NMCRA Secretary

North Miami Community Redevelopment Agency, a public body corporate and politic

Anna-Bo Emmanuel, Esq, Executive Director

NMCRA Secretary Date Signed

Executive Director Date Signed

Approved as to form and legal sufficiency:

Steven W. Zelkowitz, Esq., NMCRA Attorney

NMCRA Attorney Date Signed

Exhibit A
SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

ROOFING

GENERAL ROOF SPECIFICATIONS

- Plywood/OSB Sheathing with end joints shall be laid over rafters.
- All supporting verge rafters shall extend back into the roof at least four feet. All sagging portions of the roof shall be braced with same size lumber from roof rafters to nearest bearing wall.
- 1) Purlins or “Sistering boards” shall be used when necessary.
- The first two hundred feet (200’) of unforeseen rotten or damaged sheathing replacement will be included in the contract price. Replacement of any additional sheathing requires the Housing Inspector’s verification and authorization prior to replacement.
- An Engineer’s Certification is required for repair/replacement of roof framing components of structural concern.
- The contractor must comply with any gas vents requirements, all roofing materials and components per the latest Florida Building Code or Miami Dade Product Approval.

NOTE: Contractor shall warrant work for five (5) years from completion date (final permit approval) of all work required under this contract. It includes labor and materials. A copy of the warranty must be submitted to the City Housing Inspector and Homeowner upon completion of the roof. NOTE: All damaged sheathing, rafters, fascia and soffits replacement shall be included in the contract price.

01) FLATROOF REPLACEMENT MODIFIED BITUMEN LAYERED \$ 15,000.00

- 1) Remove all existing roofing covering, underlayment, and flashings to bare sheathing including over the porches.
- 2) Remove all protruding nails or staples; Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once.
- 3) Repair/Replace all rotten, damaged, termite ridden and missing sheathing , joists and rafters as per Roof General Specifications and paint to match existing, if applicable. Mer=

- 4) The roof deck must be first layered with #75 base felt paper, then a 2-ply fiberglass sheet with hot asphalt applied. Lastly, apply top layer of Modified Bitumen above the hot asphalt solidly mopped.
- 5) Where required, install new 3 inches white galvanized steel drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks.
- 6) **NOTE: OVER THE FLAT ROOF AREAS; A 1" RIGID INSULATION IS REQUIRED AT FLAT PORTION OF ROOF EXCEPT WHEN PONDING WATER CONDITION EXIST WHERE TAPERED INSULATION SHALL BE USED OR ANY OTHER APPROVED METHOD. INSPECTION/DOCUMENTATION REQUIRED.**
- 7) There can be no pooling of water. Use tapered insulation or build up low areas, if required to prevent any pooling of water.
- 8) Clean-up of all tools, materials, waste and debris from the area around perimeter of roof. All nails, and wood chips must be thoroughly removed from site and placed into dumpster to be hauled away.
- 9) Upon completion of work, Contractor will provide the City of North Miami Housing Inspector and Homeowner with the manufacturer's warranty and Contractor's five-year warranty against leaks.
 - Remove /replace all missing, damaged, termite ridden fascia, soffit (including soffit vents) located along the perimeter of the property and haul away to dumpster.
 - Repair all rafters overhang, if applicable. Furnish and install new 1"x 2" pressure treated furring as required by Florida Building Code.
 - Fascia, soffit and soffit vent replacement shall be with matching size and material. Outside corners of fascia and soffit shall be mitered and shall be secured with non-corrosive nails.
 - Minimum length of any fascia segment shall be 5 feet. All attachments to fascia **must be removed and reattached after fascia replacement by the contractor.**
- 10) Paint new fascia and soffit to match existing. Apply one (1) coat of LOW VOC primer/sealer and one (1) coat of 100% LOW VOC exterior paint. Material allowance for paint must be mid-grade or approved equivalent by housing inspector.

02) INSTALL NEW GUTTERS & DOWNSPOUTS

\$ 2,500.00

- 1) Remove existing damaged gutter sections
- 2) Install new 6" seamless metal gutter and downspout system on the entire eaves of the house
- 3) The Homeowner will select color from standard stock color palette.
- 4) Install new 24" concrete splash blocks at downspouts, discharging the water away from any foundation.

**03) INSTALL NEW DRYWALL CEILING
LOCATION: NORTH EAST BEDROOM**

\$ 3,500.00

- 1) Prep bedroom with plastic materials and coverings to preserve areas that will not be damaged.
- 2) Remove and replace ALL ceiling drywall layers for completed repair.
- 3) Remove ceiling fan and electrical conduits. Preserve ceiling fan to be re-installed after repair work is completed. Verify if ceiling fan is operable prior to removal.
- 4) Haul away all trash and debris from property at once.
- 5) Install 5/8" drywall to exposed ceiling joist and mechanically fasten with appropriate - drywall screws until ceiling coverage is completed.
- 6) Sand, plaster and prime. Apply one (1) coat of LOW VOC primer/sealer to the new ceiling to be ready for painting.
- 7) Paint new ceiling to match existing. Apply two (2) coats of 100% LOW VOC ceiling paint. Material allowance for paint must be mid-grade or approved equivalent by housing inspector
- 8) Re-install ceiling fan and connect electrical wires in conduit and secure junction box in crawlspace. Clean-up area of any screws, trash, debris and haul away to dumpster.

TOTAL CONTRACT AMOUNT: \$21,000.00

GENERAL CONDITIONS

All interior and exterior work shall be done in a clean, professional, workmanship type manner with all O.S.H.A. safety laws and rules observed.

Contractor shall not place any debris or equipment on adjacent properties. Contractor must clean all areas affected by work under this Contract. All left over debris must be removed and disposed of by legal means. Property must be left in broom clean condition daily. All related construction items removed or replaced shall become the property of contractor unless prior agreement with Homeowner has been reached in writing and approved by Housing & Social Services Administration. The contractor shall not use the Homeowner's residential bulk pickup and the regular trash pickup system to remove construction debris.

The Contractor shall provide all necessary materials, equipment and shall perform the services with the standard of skill, care and due diligence, which a competent and suitable qualified person performing such services would reasonably be expected to exercise in accordance with the Work Specifications. The work shall be performed in a "Workman Like Manner." Contractor to include cost of services of any licensed professional, if necessary, in procuring permits for the work.

All work to be performed in the Contract Agreement, including plans and bid specifications shall comply with all current building codes, ordinances, and permitting requirements from the City of North Miami. This includes the current Florida Building Code with the latest revisions. All applicable State and Federal Statutes must be followed (i.e. Davis Bacon, Child Labor Laws, etc.) Failure to comply with general conditions may result in suspension or removal from the program.

The Contractor certifies that the location of the proposed work has been examined, as necessary to fully understand the nature of the obligation. Contractor is responsible for verifying all existing dimensions and job site conditions prior to submitting his bid. The work should be completed in the time limit(s) specified and in accordance with the plans and Work Specifications.

The Contractor must obtain all required permits within fifteen (15) days of the issuance of the Notice to Proceed. Construction work must begin within thirty (30) days from the date of the Building Permit issuance and shall be carried out at a rate that insures its full completion: no later than thirty (30) days for exterior work and one hundred twenty (120) days for total rehabilitation work, from the date of the issuance of the Notice to Proceed. The Contractor is responsible for scheduling and coordinating all subcontractor work.

All permits, inspections, process fees, Notice of Commencement/ Termination, wind mitigation report and engineering report or survey required to complete the following tasks shall be the responsibility of the Contractor.

The Contractor agrees to provide a one (1) year general warranty for all work performed under these specifications and a 5/10/15-year roof warranty. This will include all labor and materials. If certain items require different warranty periods, these items will be cited in the individual specifications.

To the fullest extent permitted by law, the Contractor shall indemnify, any defend and hold harmless the Homeowner and the City and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

No verbal agreements are to be made between the Contractor and Homeowner. It is understood that the work contained in these specifications shall be done. **There shall be no private agreements of any kind between the Homeowner and the Contractor.**

No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department, a request for modification, or other instances as deemed necessary to complete the project. If said changes occur, a Change Order shall be approved and executed by the Homeowner, the Contractor, and the City prior to the start of the change order work.

If at any point in the following Specifications a "maximum retail price" is quoted for an item to be installed, the Homeowner will be responsible for selecting and approving this item within the quoted price range. The Contractor must have written acceptance from the Homeowner, prior to the installation of this product.

Whenever a material, item, article, appliance, or piece of equipment is identified in the Contract Agreement including plans and bid specifications by reference to manufacturers of vendor's names, trade names, model numbers, catalog numbers, or otherwise, the CITY, will have made its best efforts to name such reference. Any such reference is intended merely to establish a standard; and, unless it is followed by the words **"no substitution is permitted"** because of form, fit, function and quality, any material, item, article, appliance, or equipment from other manufacturer's and vendors which will perform or serve the requirements of general design will be considered equally acceptable provided the material, item, article, appliance, or equipment so proposed is, in the sole opinion of the CITY, equal in substance, approval granted by the CITY in the form of an executed change order prior to the installation of the material, item, article, appliance, or equipment.

When a specification refers to an "allowance", the Contractor is to permit the Homeowner to select the product to be installed, providing the pre-tax cost of the product does not exceed the allowance. The product selected must meet the standards specified in these specifications.

If there are conflicts between the Homeowner and the Contractor, the requirements cited in the Work Specifications shall prevail. Exception: Contractor and Homeowner must get written approval from the Home-owner or Condo Association and/or Property Manager for all work items. The Contractor acknowledges that the agent of the City shall perform pre and post inspections of all work performed. Final and full payment for all work completed pursuant to the Work Specifications (as amended/modified, if applicable) shall be made upon completion of all inspection(s) required by the program and the work has been deemed satisfactory.

Homeowner shall provide the Contractor access to the property: Monday thru Saturday between 8am and 6pm.

Homeowner shall provide the water and electric services necessary to accomplish this work.

It is the Homeowner responsibility to remove and replace all personal property to facilitate the performance of the work. This includes, but is not limited to rugs, furniture, antennas and alarm system.

Contractor shall repair/relocate any phone wires affected by this work, Homeowner responsible for all TV cables or satellite wiring.

Contractor shall be responsible for any damage done to Homeowner's home, furnishings and personal property, because of the work performed by Contractor under these Bid Specifications.

SECTION 3 CLAUSE AND PROVISIONS

This section establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Requirements.

(a) *Employment and training.*

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

(b) *Contracting.*

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

- (1) A worker employed by a Section 3 business concern; or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5; or
 - (ii) A YouthBuild participant.

Section 3 safe harbor.

(a) ***General.***

Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

- (1) Certify that they have followed the prioritization of effort in 24 CFR 75.19, and
- (2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) ***Establishing benchmarks.***

(1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the Federal Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to 24 CFR 75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per 24 CFR 75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

- (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in 24 CFR 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

Reporting.

(a) *Reporting of labor hours.*

(1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to 24 CFR 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in 24 CFR 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
 - (2) Provided training or apprenticeship opportunities.
 - (3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
 - (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
 - (5) Held one or more job fairs.
 - (6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
 - (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
 - (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
 - (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
 - (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
 - (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
 - (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
 - (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
 - (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- (c) ***Reporting frequency.*** Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

SECTION 3 IMPLEMENTATION

(A) The City of North Miami, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns according to priorities outlined in its Section 3 Plan.

(B) Prospective contractors for work in connection with Section 3 covered projects, prior to the signing of the contract, must provide a preliminary statement of work force needs (skilled, semi- skilled, unskilled labor and trainees by category) where known; where not known, such information shall be supplied prior to the signing of any contract between contractors and their subcontractors. Greater consideration will be given to those contractors who will have training and employment opportunities for project area residents. This information will be captured on Local Business Opportunities, Employment and Training Plan.

Contractors must commit themselves to a goal and show what they intend to do to reach that goal. Contractors and subcontractors are expected to extend, to the greatest extent feasible, every effort to achieve the numerical goals established by 24 CFR 75.

The bidder/contractor is aware of the requirements under Section 3 of the Housing and Urban Development 1968 and will abide by them. The contractor will abide by its the Local Business Opportunities, Employment and Training requirements to the greatest extent feasible and understands that the requirements will be monitored as part of the contract requirements.

(C) The Contractor will submit all the required forms for as applicable for review of compliance with Section 3 requirements.

Name of Contractor: _____

Title of RFP or Spec: _____

Spec # or RFP # or Purchase Order Bid No

Will you hire new employees as a result of this contract? Yes [☐] No [☐]

Contractor: _____

Contractor's Signature and Title _____ Date: _____

AGREEMENT

I/We agree that each item in this specification has been discussed in my/our presence and I/we understand the contents. It is agreed that if unforeseen conditions or additional building code violations are revealed during construction, a non-code-related item will be deleted to accommodate the cost of correction. The homeowner further understands that all work items may not be completed based on budgetary limitations. By our attested signature(s), I/we agree to abide by these conditions.

HOMEOWNER ACKNOWLEDGEMENT / ACCEPTANCE OF SCOPE OF WORK

HOMEOWNER #1 SIGNATURE:

** Lynda Colebrooke*

HOMEOWNER #1 PRINTED NAME:

DATE:

3/22/24 Lynda Colebrooke

HOMEOWNER #2 SIGNATURE:

HOMEOWNER #2 PRINTED NAME:

DATE:

[Signature]

HOME INSPECTOR SIGNATURE:

David Wark

HOME INSPECTOR PRINTED NAME:

DATE:

3/26/2024

HOME INSPECTOR'S NOTES:

CONTRACTOR'S SIGNATURE FOR SUBMISSION OF BID

CONTRACTOR SIGNATURE:

CONTRACTOR PRINTED NAME:

DATE:

COMPANY NAME:

TELEPHONE:

**FINAL ACCEPTANCE OF SCOPE OF WORK (CONTRACTOR AND
HOMEOWNER)**

HOMEOWNER #1 SIGNATURE:

**L Colebrooke*

HOMEOWNER #1 PRINTED NAME:

DATE: *3/22/24* *Lynda Colebrooke*

HOMEOWNER #2 SIGNATURE:

HOMEOWNER #2 PRINTED NAME:

DATE:

CONTRACTOR NAME:

CONTRACTOR SIGNATURE:

DATE: