
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Request for Proposals: RFP-2251A-07/VFT - SHIP Program Acquisition, Rehabilitation and Resale of Single Family Homes

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Award RFP-2251A-07/VFT - SHIP Program Acquisition, Rehabilitation and Resale of Single Family Homes to The Center for Affordable Housing, Sanford, FL, and Corinthian Builders, Inc., Sanford, FL, for the estimated grant funded amount of \$1,391,720.00.

County-wide

Ray Hooper

BACKGROUND:

RFP-2251A-07/VFT - SHIP Program Acquisition, Rehabilitation and Resale of Single Family Homes will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary to acquire and rehabilitate up to 10 single family homes in Seminole County, Florida. The total grant funded budget provided by the State of Florida State Housing Initiative Program (S.H.I.P.) for this project is \$1,391,720.00. Of this amount, \$1,150,000.00 is designated for the acquisition and rehabilitation of homes, and \$241,720.00 is designated for the developer's fees.

Under the Agreement, the County will provide an amount not exceeding \$100,000.00 for each approved unit at the time of acquisition, and may also provide an amount not exceeding \$15,000.00 for the rehabilitation of each unit upon approved invoicing. Developers will receive compensation for successful completion of the project scope in the form of a Developer's Fee. This fee has been designated on a per unit basis in the amount is \$24,172.00. The project scope is included within the attached Award Agreement.

The project was publicly advertised and the County received three (3) responses. The Evaluation Committee consisting of Buddy Balagia, Project Manager, Community Development; David Medley, Director, Community Services; Dori DeBord, Director, Planning & Development; Shirley Boyce, Manager, Community Services; Rob Heenan, HUD/SHIP Administrator, Community Development; Shelley McHaney, Program Manager I, Community Development; and Michelle Cahill, Program Manager I, Community Development, evaluated the responses. The three (3) respondents were evaluated on qualifications and experience, similar project experience, approach to work, and financial qualification, which required a demonstration of solvency and sustainability.

The Evaluation Committee recommends award of the Agreement to partnership of The Center for Affordable Housing, Sanford, Florida, and Corinthian Builders, Inc., Sanford, Florida, for the estimated grant funded amount of \$1,391,720.00. The completion date for the Developer to fully perform the project scope is December 31, 2008, and the Termination Date of the

Agreement is January 31, 2009. The Termination Date provides additional time for finalization of documentation and contract administration between the County and the State. The backup documentation includes the Tabulation Sheet.

This is a grant-funded project and funds will be available in account line 066706.580821 (Affordable Housing 05/06 / Aid to Private Organizations).

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-2251A-07/VFT - SHIP Program Acquisition, Rehabilitation and Resale of Single Family Homes to The Center for Affordable Housing, Sanford, FL, and Corinthian Builders, Inc., Sanford, FL, for the estimated grant funded amount of \$1,391,720.00.

ATTACHMENTS:

1. RFP-2251A-07/VFT Agenda Backup
2. RFP-2251A-07/VFT Award Agreement to The Center for Affordable Housing and Corinthian Builders, Inc.

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

**B.C.C. - SEMINOLE COUNTY, FL
PS TABULATION SHEET**

RFP NUMBER: RFP-2251A-07/VFT

RFP TITLE: SHIP Program Acquisition, Rehabilitation,
and Resale of Single Family Homes

DUE DATE: November 7, 2007, 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-
Orlando Family Real Estate Ventures 2578 Enterprise Road, #247 Orange City, FL 32763	The Center for Affordable Housing, Inc. 2524 S. Park Drive Sanford, FL 32773 & Corinthian Builders, Inc. P.O. Box 950850 Lake Mary, FL 32795-0850	Waterford Development Corporation 8546 Christopher's Haven Ct. Sanford, FL 32771
Vincent R. Orlando, Manager/Member Ph: 386-837-3064 Fax:	William F. Newman, Executive Director Ph: 407-323-3268 Fax: 407-323-3800	Wendi Ward, Vice President Ph: 407-660-1272 Fax: 407-660-2331

Tabulated by V. Taylor - Posted November 8, 2007 (12:50 PM EST)
Updated: January 14, 2008 (12:13PM EST)

Short-listing Evaluation Committee Meeting: December 13, 2007 at 11:00 AM Community Services Conference Room #102 (Reflections), 534 W. Lake Mary Blvd., Sanford, FL 32773-7400

Recommendation of Award: The Center of Affordable Housing, Inc. & Corinthian Builders, Inc.

BCC Agenda Date: February 12, 2008

SHIP PROGRAM ACQUISITION, REHABILITATION AND RESALE OF SINGLE FAMILY HOMES DEVELOPERS AGREEMENT (RFP-2251A-07/VFT)

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as the "COUNTY", **THE CENTER FOR AFFORDABLE HOUSING, INC.**, a Florida non profit organization, whose address is 2524 S. Park Drive, Sanford, Florida 32773, and **CORINTHIAN BUILDERS, INC.**, a Florida for profit corporation, whose address is 2175 Marquette Avenue, Sanford, Florida 32773, hereinafter collectively referred to as the "DEVELOPERS".

W I T N E S S E T H:

WHEREAS, COUNTY has adopted  the Seminole County Local Housing Assistance Plan and participates in the Florida SHIP Program to make affordable housing available to citizens of Seminole County, Florida, who are of lower income or who have special housing needs; and

WHEREAS, DEVELOPERS are duly authorized to conduct business in the State of Florida, and is engaged in the acquisition, construction, rehabilitation and sale of single family, affordable housing to Low Income households; and

WHEREAS, COUNTY and DEVELOPERS wish to collaborate in the acquisition and rehabilitation of up to ten (10) single family homes having two, three or four bedrooms for Low Income households in Seminole County; and

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and representations contained herein and other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and DEVELOPERS agree as follows:

SECTION 1. RECITALS. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

SECTION 2. DEFINITIONS.

"Affordability period" shall mean the length of time for which a housing unit, acquired and rehabilitated with SHIP funding hereunder, shall be owner occupied by a Low Income household for a term of years determined by the amount of SHIP down payment assistance provided by COUNTY to the purchasing household according to the Local Housing Assistance Plans, as amended and in effect as of the date of this Agreement.

"CS Administrator" means the Community Services Director or Community Assistance Division  Manager or their designee within COUNTY's Community Services Department.

"County Approval" means written approval by the CS Administrator.

"FHFC" shall mean the Florida Housing Finance Corporation.

"LHAP" shall mean the Local Housing Assistance Plans for SHIP Program Years 2005-2006 and 2006-2007, as amended, for Program Years 2007-2008, 2008-2009 and 2009-1010 from which the grant funding to DEVELOPERS and down payment assistance shall be provided to income qualified purchasers of Project houses.

"Low Income" shall mean gross household income from all sources not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of the Affordability Period.

"Parties" shall mean DEVELOPERS and COUNTY with respect to this Agreement.

"Project" shall mean the acquisition of ten (10) parcels of improved real property containing two, three or four bedroom, single family homes at a purchase price to DEVELOPERS not exceeding ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00) each and which can be rehabilitated to satisfy Section 8 housing quality standards ("HQS") and all local building codes for a cost not exceeding FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) per unit. Project shall also include all attendant code compliant utility infrastructure, landscaping and basic appliances for completed units to be occupied by Low Income households in Seminole County and shall meet the specifications set forth in Exhibit A hereto. DEVELOPERS shall only sell the acquired and rehabilitated homes to income qualified persons who have been approved by COUNTY for SHIP down payment assistance at a price not to exceed ninety percent (90%) of the median house price in the Orlando Metropolitan Statistical Area. The Project is more fully described in Exhibit A and Exhibit B to this Agreement, both of which are fully incorporated herein by reference.

"Property" or "Properties" shall mean those real property parcels containing single family homes acquired and rehabilitated by DEVELOPERS from SHIP funds provided under this Agreement for the benefit of Low Income households in Seminole County and which are subject to the Affordability Period.

"Restrictive Use Covenant" shall mean that instrument in that form attached to this Agreement as Exhibit E and incorporated herein by

reference which shall be executed and recorded by DEVELOPERS and which restricts each Property comprising the Project to single family residential use and occupancy by Low Income households for the duration of the applicable Affordability Period.

"SHIP" or "SHIP Program" shall mean the State Housing Initiatives Partnership Program authorized by Part VII, Chapter 420, Florida Statutes.

"SHIP Regulations and Policies" shall collectively mean Chapter 420, Part VII, Florida Statutes; Chapter 67-37, Florida Administrative Code (F.A.C.); and COUNTY's approved Local Housing Assistance Plan (LHAP), as they may be amended from time to time.

SECTION 3. STATEMENT OF WORK.

(a) DEVELOPERS, in a manner satisfactory to COUNTY, shall perform or cause to be performed  the Project, as defined above and described in Exhibit A, "General Scope of Services," and according to the funding guidelines of Exhibit B, "Project Budget". Project services shall be performed, except as otherwise specifically stated herein, by DEVELOPERS themselves or by persons or instrumentalities solely under the dominion and control of DEVELOPERS. Satisfactory compliance with all terms of this Agreement and all Exhibits hereto shall be a condition precedent to any distribution of SHIP funds by COUNTY to DEVELOPERS.

(b) DEVELOPERS shall fully comply with all of the requirements of this Agreement and the General Scope of Services. DEVELOPERS shall only sell the acquired and rehabilitated homes to those persons who have been pre-qualified by DEVELOPERS as eligible for SHIP down payment

assistance and who have been referred to and approved by COUNTY for such assistance. Failure of DEVELOPERS to comply with this provision shall constitute an event of default, shall be grounds for unilateral termination of this Agreement and shall give rise to a legal action against DEVELOPERS for recapture of any SHIP funds that may have been expended by COUNTY or initiation of any other remedy provided for in Section 21 of this Agreement.

(c) Approval of each proposed housing unit acquisition shall be made in writing by the CS Administrator to DEVELOPERS. A separate approval letter shall be required for each acquired housing unit. Authorization of specified rehabilitation services by DEVELOPERS under this Agreement shall be in the form of a written Work Order issued and executed by COUNTY and signed by DEVELOPERS. Each Work Order shall also describe the dates for commencement and completion of work. The amount, timing and method of payment shall be in accordance with Sections 5, 6 and 7 of this Agreement. All Work Orders will be issued under and incorporate the terms of this Agreement. In the event DEVELOPERS contract for less than delivery of ten (10) Project housing units or if DEVELOPERS fail to timely perform their contracted responsibilities hereunder, COUNTY reserves the right to contract with other parties for the acquisition and rehabilitation of the affordable housing units authorized hereunder and the remaining units comprising the Project when it is determined by COUNTY to be in the best interest of COUNTY to do so.

(d) The rehabilitation services to be rendered by DEVELOPERS for each approved and acquired single family housing unit shall be

commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein, but in no event later than one hundred twenty (120) days from commencement. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. Any rehabilitation of a COUNTY approved Project home not completed within one hundred twenty (120) days from acquisition shall be subject to a liquidated damages assessment of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day in excess of one hundred twenty (120) days. All acquired and rehabilitated housing units shall be remarketed to income qualified purchasers by no later than December 31, 2008.

(e) Contemporaneously with  the acquisition of each Property comprising the Project, DEVELOPERS shall also execute and record a Restrictive Use Covenant in the form attached as Exhibit E hereto and incorporated herein by reference.

SECTION 4. TERM. DEVELOPERS shall fully perform the Project on or before December 31, 2008. The termination date of this Agreement shall be January 31, 2009, unless otherwise terminated or extended by the Parties. COUNTY shall not be financially liable to DEVELOPERS for any Property acquisition or rehabilitation not completed and sold to an income qualified buyer by December 31, 2008. The foregoing notwithstanding, Sections 11, 12, 13, 21 (h) and (i) and 23 of this Agreement shall remain effective for their purposes beyond the termination date.

SECTION 5. PAYMENT.

(a) COUNTY shall reimburse DEVELOPERS for Project acquisition and rehabilitation costs upon receipt of appropriate invoicing and documentation, an amount not to exceed ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00) per completed affordable housing unit up to a maximum of ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,150,000.00) for up to but not exceeding ten (10) single family homes. Complete disbursement of funds by COUNTY to DEVELOPERS shall be further contingent upon the issuance of final building inspection approvals, certificates of occupancy (if applicable) and sales of the units to income qualified households. All disbursements of funds shall be subject to the disbursement provisions of paragraph (g) of this Section.

(b) In no event shall  the total amount paid by COUNTY for Project acquisition and rehabilitation services rendered under this Agreement exceed ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00) per completed affordable housing unit up to a maximum of ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,150,000.00) for all ten (10) single family homes.

(c) Payment shall only be rendered by COUNTY for materials and services authorized in Exhibits A and B of this Agreement.

(d) All requests for disbursement of acquisition and rehabilitation costs must be in the form attached hereto as Exhibit D (Request for Payment) and signed by the chief executive officer of DEVELOPERS. Such requests shall be accompanied with appropriate proof such as copies of recorded deeds or invoices. All invoices accompanying

such request for payment shall have been signed by the party that sought payment from DEVELOPERS and by DEVELOPERS' chief executive officers.

(e) Upon acceptable receipt of the documentation required by subsections (a) and (d) above and approval of the CS Administrator, COUNTY shall initiate the payment process. Payment by COUNTY shall be as soon as practicable after receipt of all required documentation but in no event longer than thirty (30) days from receipt unless COUNTY disputes the billing in good faith.

(f) DEVELOPERS shall also be paid a developer's fee as compensation under this Agreement in the amount of TWENTY FOUR THOUSAND ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$24,172.00) per completed housing unit. In no event shall the total developer's fee paid exceed said amount or a total of TWO HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED TWENTY AND NO/100 DOLLARS (\$241,720.00) for all ten (10) units.

(g) Payments to DEVELOPERS shall be made for each contracted home on a per home basis in accordance with the following benchmarks:

(1) Up to but not exceeding ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) of acquisition costs for each unit upon the successful closing of the initial purchase by DEVELOPERS;

(2) Up to but not exceeding FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) for rehabilitation expenses and the developer's fee of TWENTY FOUR THOUSAND ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$24,172.00) per unit upon the resale of the completed home to an income qualified purchaser receiving SHIP down payment assistance through COUNTY. Issuance of a final building inspection approval or issuance of a certificate of occupancy, if either is required, and a

walk through and approval by the CS Administrator shall also be a precondition to final payment by COUNTY.

(h) COUNTY agrees to compensate DEVELOPERS for the services called for under this Agreement on a Fixed Fee basis. A Time Basis Method of compensation shall not be considered for any Project acquisition or rehabilitation work order in the absence of formal amendment to this Agreement. DEVELOPERS shall be compensated in accordance with the maximum amount of SHIP subsidies for acquisition, rehabilitation and developer's fees as stated in this Section. Rehabilitation Work Order Fixed Fee amounts shall include any and all reimbursable expenses. DEVELOPERS' compensation for SHIP funds for all Project acquisitions, rehabilitations and developer's fees shall not exceed the maximum amounts in paragraphs (a), (f), and (g) of this Section 5. COUNTY shall not approve any acquisitions or initiate any rehabilitation work orders which would cause the aggregate amount due DEVELOPERS to exceed the maximum subsidy amounts described in this Section and the Project Budget in Exhibit B to this Agreement during the term or any renewal thereof.

SECTION 6. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS.

(a) DEVELOPERS shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services of each particular housing unit comprising the Project as approved by COUNTY. For the duration of the term hereof, DEVELOPERS shall furnish COUNTY with a copy of the subject performance bond in the amount of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00) for each acquired affordable housing unit. The performance bond shall be

effective no later than the date DEVELOPERS enter into a binding purchase and sale agreement for sale of the home to DEVELOPERS. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of the real property, goods and services is satisfactorily met, that the rehabilitation work performed and equipment or materials supplied meet all specifications and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, DEVELOPERS shall, at their own expense, if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

(b) If subcontractors or other professional associates are required in connection with the services covered by this Agreement, DEVELOPERS shall remain fully responsible for the services of subcontractors or other professional associates. All subcontractors or other outside professionals retained by DEVELOPERS shall be pre-approved by COUNTY before DEVELOPERS enter into any contract with such outside subcontractors or vendors. DEVELOPERS shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be

in writing and signed by the CS Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval and DEVELOPERS shall then be free to enter into the subcontract without further delay. DEVELOPERS shall be fully responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to DEVELOPERS and to cash the performance bond if deemed necessary by the CS Administrator. All subcontractors and other vendors utilized by DEVELOPERS shall adhere to the same insurance requirements as required for DEVELOPERS under Section 14 of this Agreement.



SECTION 7. REPORTING REQUIREMENTS.

(a) In addition to the documentation required by Sections 5 and 6, DEVELOPERS shall submit the following financial documentation to COUNTY:

(1) At or prior to the time of Property acquisition, a proposed closing date and, with respect to commencement of rehabilitation, a specific list of proposed improvements, estimated costs, construction timetable chart and draw schedule.

(2) A completed monthly report in the form of attached Exhibit C on or before the fifteenth (15th) day of each month during the term of this Agreement.

(3) A summary of the number of housing units currently under contract for sale to DEVELOPERS, those undergoing rehabilitation, the percentage of completion of the units, the number of units completed and the number of units under contract for sale or sold to income qualified purchasers (this information may be submitted as a part of the monthly report);

(4) A final cumulative statement of all costs of acquisition and rehabilitative services rendered pursuant to this Agreement. Said statement shall include any costs and charges not previously invoiced. COUNTY shall not be liable for payment of any costs, fees or charges not included in the final cumulative statement or reported thereafter. Said statement shall be due on or before January 31, 2009.

(b) Failure by DEVELOPERS  to submit any report required by this Section shall allow COUNTY to withhold reimbursement to DEVELOPERS for any one or all ten (10) Project units until such report is submitted to COUNTY as required herein.

(c) COUNTY, FHFC and the general public shall have access to and shall be provided copies of any and all of DEVELOPERS' records pertaining to Project activities and SHIP funding described in this Agreement.

SECTION 8. COMPLIANCE WITH LOCAL AND STATE LAWS. During the execution and implementation of this Agreement, DEVELOPERS shall comply with all applicable State and local laws, regulations, ordinances and policies, including but not limited to, the following:

(a) Chapter 112, Florida Statutes, including particularly Part III thereof entitled "Code of Ethics For Public Officers and Employees".

(b) All written procedures and policies issued by COUNTY regarding implementation of COUNTY's SHIP Program including particularly, the LHAP.

(c) Chapter 420, Florida Statutes.

(d) Chapter 67-37, Florida Administrative Code.

(e) Section 216.347, Florida Statutes (prohibiting use of monies received via this Agreement for lobbying the State legislature, the judicial branch of State government or any State agency).

(f) Section 220.115, Seminole County Code (prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel). Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

SECTION 9. PROJECT PUBLICITY. DEVELOPERS shall disseminate information about the Project, review and approve applications for housing assistance deriving from Project publicity and ensure that units funded by COUNTY SHIP money are only occupied by Low Income households. DEVELOPERS shall be responsible for marketing the approved Properties only to households that have been pre-qualified by DEVELOPERS to receive SHIP down payment assistance financing through COUNTY. Any news release, project sign or other type of publicity pertaining to the Project shall recognize the Seminole County Board of County Commissioners as the recipient of SHIP funding from the FHFC and who provided Project funding to DEVELOPERS.

SECTION 10. MANAGEMENT ASSISTANCE. The CS Administrator or his/her designee shall be reasonably available to DEVELOPERS to provide guidance on SHIP Program requirements; provided, however, that this provision shall not be deemed to relieve DEVELOPERS of any duties or obligations set forth in this Agreement.

SECTION 11. MAINTENANCE OF RECORDS.

(a) DEVELOPERS shall, at a minimum, maintain all records required by State and local laws, rules, regulations and procedures, including particularly, Florida Public Records Laws.

(b) DEVELOPERS shall maintain such records and accounts, including but not limited to property and personnel records, as deemed necessary by Florida law and COUNTY or otherwise typical in sound business practices to assure proper accounting of all Project funds and compliance with this Agreement.



(c) All records and contracts of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying at any time during normal business hours and as often as the CS Administrator, COUNTY, FHFC or other Federal or State agency may deem necessary. DEVELOPERS shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law. If any litigation or claim is commenced prior to expiration of the five (5) years and extends beyond such time, the records shall be maintained until resolution of the litigation or claim. Any person duly authorized by COUNTY shall have full access to and the right to examine the records during such time.

SECTION 12. LIABILITY. COUNTY shall not be liable to any person, firm, entity or corporation who contracts with or who provides goods or services to DEVELOPERS in connection with the services to be performed hereunder or for debts or claims accruing to such parties against DEVELOPERS. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm or corporation supplying any work, labor, services, goods or materials to DEVELOPERS as a result of services to COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant. Nothing in this Agreement or in this Section shall be construed as constituting a waiver of the limitations of damages and the sovereign immunity conferred on COUNTY by said statute.

SECTION 13. INDEMNIFICATION.



(a) DEVELOPERS shall defend, hold harmless and indemnify COUNTY, its officers, boards, employees and agents from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to DEVELOPERS or whomsoever resulting out of fraud, defalcation, dishonesty or failure of DEVELOPERS to comply with applicable laws, rules or regulations; or by reason or as a result of any act or omission of DEVELOPERS in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in the construction of any portion of the Project or in the title to any affected Property; or

by failure to pay vendors resulting from financial shortfalls caused by DEVELOPERS' failure to supply required reports to COUNTY; or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, COUNTY shall provide notice in writing thereof to DEVELOPERS by certified mail, return receipt requested, addressed to DEVELOPERS at their addresses herein provided. Upon receiving notice, DEVELOPERS, at their own expense, shall diligently defend against the action, suit or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against COUNTY.

(c) Nothing herein shall prevent COUNTY from retaining or using its own counsel if it concludes  that such is essential to maintain its defense or if DEVELOPERS' counsel is unable to represent COUNTY's interests due to ethical conflicts. In such circumstances, DEVELOPERS shall continue to absorb those costs at their own expense.

SECTION 14. INSURANCE.

(a) General. DEVELOPERS shall, at their own cost, procure the insurance required under this Section.

(1) DEVELOPERS shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY and its officials, officers and employees shall be named additional insured under the Commercial General Liability policy. The

Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by DEVELOPERS, DEVELOPERS shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, DEVELOPERS shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement  and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance and if required by COUNTY, DEVELOPERS shall, within thirty (30) days after receipt of a written request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by DEVELOPERS shall relieve DEVELOPERS of their full responsibility for performance of any obligation including their indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following

requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage  required by this Agreement, an insurance company shall: (i) lose their Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, DEVELOPERS shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as DEVELOPERS have replaced the unacceptable insurer with an insurer acceptable to COUNTY, DEVELOPERS shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liabilities of DEVELOPERS, DEVELOPERS shall, at their

sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by DEVELOPERS and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) DEVELOPERS' insurance shall cover DEVELOPERS for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. DEVELOPERS will also be responsible for procuring proper proof of coverage from their subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both DEVELOPERS and their subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$1,000,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) DEVELOPERS' insurance shall cover DEVELOPERS for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by DEVELOPERS (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

General Aggregate	\$2,000,000.00 ¹
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Automobile/Other Motor Vehicle	\$1,000,000.00 ²

¹ May also be structured as \$1,000,000.00 in coordination with a \$1,000,000.00 umbrella policy.

² Each occurrence.

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form: Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance: The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) Maximum Deductible: The maximum deductible is FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty: The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions or structures by purchaser.

(E) Exclusions: Exclusions for design errors or defects, theft, earth movement and rainwater shall be removed.

(F) Flood Insurance: If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) Coverage. The insurance provided by DEVELOPERS pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of DEVELOPERS.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be

provided on an occurrence basis rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve DEVELOPERS, their employees or their agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 15. ASSIGNMENT AND SUBCONTRACTS. Neither party shall assign this Agreement nor any interest herein without the prior written consent of the other. DEVELOPERS may subcontract certain necessary services as set forth in Exhibit A upon the written approval of the subcontract by COUNTY pursuant to Section 6 of this Agreement.

SECTION 16. HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

SECTION 17. UNUSED FUNDS.  In the event that COUNTY issues any funds to DEVELOPERS or their vendors which are not expended pursuant to the terms of this Agreement, such funds shall be returned to COUNTY on or before January 31, 2009.

SECTION 18. AVAILABILITY OF FUNDS. DEVELOPERS acknowledge that SHIP Program funding for this Agreement originates from the State of Florida via legislative enactment and is administered by FHFC. SHIP Program payments into COUNTY's Trust Fund from the FHFC occur on a monthly basis. DEVELOPERS further acknowledge that COUNTY has entered into similar agreements with other organizations for the award and allocation of SHIP Program funds. Although COUNTY has not over obligated its SHIP funds for the period over which this Agreement extends, it is possible that because of a large number of requests in any particular

month, COUNTY may not have sufficient funds to meet all demands in that month. Therefore, COUNTY's obligation to make payment hereunder in any particular month is specifically subject to and limited by: (1) continued statutory authorization for use of SHIP funds for affordable housing developments such as the Project; (2) FHFC's disbursement of SHIP funds for that month to COUNTY; and (3) payment by COUNTY to other various subrecipient organizations pursuant to separate agreements. All of said payments, including those to DEVELOPERS, shall be processed in chronological order based on receipt of all required information and documentation requested in the respective subrecipient agreements, including this Agreement and otherwise dependent upon the various subrecipients being in compliance therewith.

SECTION 19. ENTIRE AGREEMENT. This instrument, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings and agreements, if any, between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein or changes in the Project's scope or cost shall only be made by the Parties in writing by formal amendment hereto.

SECTION 20. NOTICE. Whenever either Party desires to give notice unto the other, notice shall be sent to:

For COUNTY:
Community Assistance Division Manager
Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32773

For DEVELOPERS:

The Center for Affordable Housing, Inc.
2524 S. Park Drive
Sanford, Florida 32773

Corinthian Builders, Inc.
2175 Marquette Avenue
Sanford, Florida 32773

Either of the parties may change, by written notice as provided herein, the address or person for receipt of notice. Mere change of the person(s) to whom notices are sent may be done by a written letter sent via first class, U.S. Mail without need for formal amendment to this Agreement. Any such change of the person(s) shall be attached to all parties' copies of this Agreement.

SECTION 21. TERMINATION, BREACH AND REMEDIES.

(a) DEVELOPERS may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to COUNTY by certified mail with a return receipt requested or by hand delivery with proof of delivery.

(b) COUNTY may terminate this Agreement with or without good cause immediately upon written notice sent to DEVELOPERS.

(c) In the event of termination, DEVELOPERS shall:

(1) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Project without reimbursement for services rendered in completing said reports beyond the termination date.

(2) Take any other reasonable actions related to the termination of this Agreement as directed in writing by COUNTY.

(3) Immediately return any unexpended SHIP funds to COUNTY.

(4) Desist from making any further commitments of COUNTY SHIP funds.

(d) In the event of termination, COUNTY shall pay for all completed Project costs for houses under contract to income qualified purchasers as of the date of termination.

(e) The following actions shall constitute a breach of this Agreement and default by DEVELOPERS:

(1) Unauthorized or improper use of SHIP funds.

(2) Failure to comply with any requirements of this Agreement.

(3) Unauthorized changes in the scope, components or costs of the Project.

(4) Submission of  negligently or fraudulently prepared invoices or reports to COUNTY.

(5) The initiation of voluntary bankruptcy proceedings by DEVELOPERS or involuntary bankruptcy proceedings by creditors of DEVELOPERS or the commencement of any proceedings for the assignment of assets for the benefit of creditors pursuant to Chapter 727, Florida Statutes.

(f) Waiver by COUNTY of breach of one provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.

(g) In the event DEVELOPERS breach this Agreement, COUNTY shall have the immediate right to withhold future payments and to terminate

this Agreement. COUNTY may also send a written demand for refund of all monies previously paid to DEVELOPERS for any Project component that is the subject of a default hereunder. If said demand is not satisfied, COUNTY may record said written demand in the official records of Seminole County and it shall constitute a lien upon all real and personal property of DEVELOPERS.

(h) COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement and to recover damages in the event of a breach by DEVELOPERS.

SECTION 22. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy or shall for any reason whatsoever, be held invalid, then  such covenants or provisions shall be null and void and deemed separable from the remaining covenants or provisions of this Agreement and in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 23. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with the

dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) DEVELOPERS agree that they will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which DEVELOPERS had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.



SECTION 24. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party.

SECTION 25. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 26. EQUAL OPPORTUNITY EMPLOYMENT. DEVELOPERS agree that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age or national origin. This provision shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 27. MISCELLANEOUS.

(a) The parties represent to each other that each, respectively, has full right, power and authority to execute this Agreement.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

(c) If any term of this  Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not effect the remaining terms of this Agreement which shall continue in full force and effect.

(d) All sections and descriptive headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(e) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties; but this provision shall in no way alter the restrictions hereon in connection with assignment.

(f) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a

relationship of co-partners between the Parties or as constituting DEVELOPERS, including their officers, employees and agents the agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. DEVELOPERS are to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 28. EFFECTIVE DATE. This Agreement shall become effective immediately upon its execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

JUANITA RILEY, Secretary

By: _____
STEPHEN COLD, President

[CORPORATE SEAL]

Date: _____


CORINTHIAN BUILDERS, INC.

Witness

By: _____
RICHARD KOVACSIK, President

Print Name

Date: _____

Witness

Print Name

[CORPORATE SEAL]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk
1/23/08

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Attachments:

- Exhibit A - General Scope of Services
- Exhibit B - Project Budget
- Exhibit C - Monthly Report Form
- Exhibit D - Request for Payment Form 
- Exhibit E - Restrictive Use Covenant Form
- Exhibit F - Work Order Form

EXHIBIT A

GENERAL SCOPE OF SERVICES

All capitalized words and terms herein shall have the same meanings ascribed to them as in the attached Agreement.

Generally:

The purpose of this scope of services is to acquire, rehabilitate and sell affordable, single family, detached homes to Low Income households. In no event shall any of the housing units be sold to persons or households other than those of Low Income.

The Project requires the DEVELOPERS to acquire and rehabilitate up to ten (10) single family, detached homes and sell them to income qualified purchasers who have been pre-qualified by DEVELOPERS to receive SHIP down payment financing assistance through COUNTY. DEVELOPERS shall agree to acquire, rehabilitate and sell a minimum of six (6) or any larger amount up to all ten (10) proposed houses as a condition for entry into the attached Agreement with COUNTY. COUNTY reserves the right to enter into more than one Agreement with other developers if DEVELOPERS agree to contract for less than all ten (10) proposed housing units. DEVELOPERS shall be reimbursed by COUNTY using SHIP funds for approved acquisition and rehabilitation costs up to an amount not exceeding ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00) for each approved unit with SHIP funds pursuant to the terms stated in the Agreement. DEVELOPERS shall obtain their own financing for each unit and be responsible for debt service thereon for the difference between the combined purchase price plus rehabilitation cost less the SHIP subsidy of \$115,000.00 per unit. The COUNTY intends that not more or less than ten (10) single family homes shall be acquired, rehabilitated and sold to income eligible households by participating DEVELOPERS.

DEVELOPERS' compensation for performance under the Agreement shall be a developer's fee in the amount of TWENTY-FOUR THOUSAND ONE HUNDRED SEVENTY TWO AND NO/100 DOLLARS (\$24,172.00) per each completed housing unit and shall be paid at the time of sale of the unit to qualified purchaser(s). Compensation derived from the developer's fee shall be separate from and in addition to the reimbursement of the acquisition and rehabilitation costs described herein and shall also be paid from SHIP funds.

Specific Obligations:

1. DEVELOPERS shall utilize only Florida State certified residential, building, specialty or general contractors with a minimum of three (3) years experience in the rehabilitation and repairs of the single family homes. Because this scope of services also involves the acquisition and resale of multiple Properties to income qualified persons, preference will be given to DEVELOPERS who are or have in their employment or within their organizational structure a full time State licensed real estate broker. DEVELOPERS shall also show

experience in the requirements for marketing of modestly priced housing to Low Income persons or households.

2. DEVELOPERS shall locate and acquire improved real properties with existing and readily restorable single family homes to serve as income qualified residential units. Such acquisitions shall ensure that no relocation or displacement burdens are imposed on occupants of the units being acquired. All acquisitions must be pre-approved in writing by the COUNTY. Rehabilitation and repair services for each approved unit shall be separately authorized by a Work Order in order to qualify for SHIP funded reimbursement and developer's fee compensation.

3. DEVELOPERS shall acquire the real property and single family homes for a total purchase price not to exceed ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00) each. The market price paid shall be as determined by a State licensed real property appraiser acceptable to COUNTY. DEVELOPERS shall sell the completed units only to income qualified purchasers within the defined limits of Low Income and who have been pre-qualified by DEVELOPERS and approved by the COUNTY for receipt of SHIP down payment financing assistance. In no event shall any housing units be sold to any person or household whose gross household income from all sources exceeds the limit for Low Income. **DEVELOPERS shall be responsible for pre-qualification, verification and documentation of the income eligibility for all prospective purchasers, which information shall be provided to COUNTY prior to the sale and closing with the end purchaser.**

4. The single family home to be purchased shall be inspected by a reputable home inspection service which firm shall have been pre-approved by COUNTY. The home inspector shall issue a written report summarizing the condition of the Property and any defects or required work to be performed to ensure the safety and welfare of the occupants of the home. Said report shall contain photographs of those conditions needing rehabilitation.

5. COUNTY shall subsidize the initial purchase price and rehabilitation cost with \$115,000.00 of SHIP funds for each completed unit through reimbursement to DEVELOPERS. Costs for acquisition of each home not exceeding ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) shall be paid to DEVELOPERS at the time of DEVELOPERS' purchase and closing on the home. No acquisition may be consummated until COUNTY has timely reviewed and approved the home inspection report and approved the acquisition of the home. Rehabilitation costs which are to be subsidized with SHIP funds shall not exceed FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) per unit. Rehabilitation costs and the developer fee shall be paid to DEVELOPERS upon the closing of the sale of the completed home to an income qualified person or household. If, in COUNTY's opinion, necessary rehabilitation is likely to exceed \$15,000.00 dollars, the Property may be deemed unsuitable for purposes of the Agreement and, if so determined, shall not be eligible for any SHIP funded reimbursement.

6. Prior to the closing on DEVELOPERS' acquisition of the home, DEVELOPERS shall also provide COUNTY with a completed, preliminary HUD-1 statement, a copy of the certified appraiser's appraisal of the home, a title report/abstract and a Title Insurance Commitment.

7. Completed housing units shall be sold to households who have been approved for SHIP down payment assistance financing through COUNTY as required by paragraph 13, below.

8. DEVELOPERS shall be responsible for the initial purchase down payment and all rehabilitation costs as well as the payment of any debt service in connection therewith until the time the scheduled SHIP reimbursement payments are paid. DEVELOPERS shall be responsible for all such costs above and beyond the stated SHIP subsidy amounts.

9. Rehabilitated units shall fully comply with both Section 8 Housing Quality Standards (HQS) and local building code requirements. DEVELOPERS shall prepare plans and budgets necessary for the rehabilitation of each unit with the objective of accomplishing the rehabilitation at the lowest possible cost in order to keep the resale of the unit affordable to Low Income households.

10. DEVELOPERS shall prepare all rehabilitation plans, specifications, and documents necessary to receive written qualified price quotations from at least three (3) different subcontractors and vendors whenever such outside services are utilized. Before submitting any solicitations or making awards to vendors and subcontractors, DEVELOPERS shall submit them to the COUNTY for review and approval. All such subcontractors shall have required licenses and certifications and shall be bonded in an amount equal to the goods and services under contract and shall be fully insured in the amounts and types specified in the Agreement.

11. COUNTY and DEVELOPERS shall jointly monitor and inspect all rehabilitation activities to assure compliance with applicable statutes, regulations, COUNTY's LHAP and the Agreement. COUNTY shall not provide any funds for reimbursement of rehabilitation costs unless DEVELOPERS shall first have submitted all reports and documentation required by the Agreement.

12. DEVELOPERS shall be responsible for obtaining all required local building permits and shall retain Project file copies of the building permits and inspection reports/approvals for each approved unit issued by the building official.

13. DEVELOPERS shall advertise completed housing units for sale and receive applications from potential homebuyers for the purchase of each unit. DEVELOPERS shall require applicants to receive first mortgage approval by a licensed financial institution (lender) for the purchase of the unit. DEVELOPERS shall refer prospective buyers to the COUNTY for down payment purchase assistance through the COUNTY's SHIP home ownership assistance program, it being a requirement under the LHAP that all Project homebuyers shall utilize SHIP down payment

assistance from the COUNTY's available allocations of SHIP funds for applicable program years.

14. At the time of closing, DEVELOPERS shall unconditionally guarantee to the buyer the structural, electrical, mechanical (HVAC), and plumbing integrity of the home for a period of at least one year or such longer period as may be required by Florida law for particular components. Roofing improvements shall be guaranteed for a minimum of three (3) years from the date of completion.

15. None of DEVELOPERS' board member, employee or any related family member of either shall receive or obtain gain, profit, or benefit in the form of a real estate commission, appraisal contract fee, or payment for any other related product or service for SHIP subsidized properties purchased, rehabilitated, or sold by DEVELOPERS in accordance with this Agreement.

16. DEVELOPERS' sole compensation shall be the developer's fee component of the SHIP subsidy paid by COUNTY. Said developer's fee shall be an amount equal to TWENTY FOUR THOUSAND ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$24,172.00) per each unit. The developer's fee shall be paid at the time of sale and transfer of clear title of each unit to qualified purchaser(s).

17. DEVELOPERS shall complete all acquisition, rehabilitation, and resale to qualified purchasers of the approved single family housing units on or before December 31, 2008.

18. Pursuant to Agreement Section 7, "Reporting Requirements", DEVELOPERS shall submit completed monthly reports in the form of Exhibit C to the Agreement to the COUNTY by the fifteenth (15th) day of each month after execution of this Agreement and shall continue to submit these reports until all units have been acquired, rehabilitated, and sold to eligible homebuyers.

19. Preference shall be given for three (3) bedroom, two (2) bath, single family, detached houses with at least a one (1) car garage; however, a single vehicle carport is acceptable.

20. Under no circumstances shall more than five (5) of the total ten (10) units be two bedroom units, all of which shall have at least two bathrooms. In the event DEVELOPERS contract to acquire and rehabilitate less than all ten (10) units, COUNTY reserves the right to mandate the maximum number of two bedroom units allowed for any one DEVELOPERS so that there are no more than five (5) bedroom units in total for the entire PROJECT. No one (1) bedroom, (1) one bath units are permitted.

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EXHIBIT B
PROJECT BUDGET
SHIP 2005-2006

<u>ACTIVITY</u>	<u>BUDGET</u>
Acquisition, rehabilitation and resale of a minimum of ten (10) detached single family units to homebuyers.	\$ 1,150,000.00
Developer Fee per housing unit \$24,172.00	\$ 241,720.00
Total	\$ 1,391,720.00

EXHIBIT "C"

DEVELOPERS' MONTHLY REPORT

Status Report for Month of _____

DEVELOPERS: The Center for Affordable Housing
Corinthian Builders, Inc.
Contact Person(s): _____
Telephone: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE	EXPECTED COMPLETION DATE
<u>Work Order Number</u>						
Acquisition and rehabilitation Related Expenses	\$					
TOTAL	\$					

Any other special accomplishments:

Signed: _____

NOTE: A separate Monthly Report must be submitted for each housing unit authorized by Work Order

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EXHIBIT "D"

REQUEST FOR PAYMENT

Developers: The Center for Affordable Housing
Corinthian Builders, Inc.

Type of Activity/Project: Acquisition and rehabilitation of up to ten
(10) single family homes for Low Income households in Seminole County.

Address of Housing Unit(s): _____

Amount Requested: _____

Date of Purchase by Developers: _____

**Description of completed
Rehabilitation work
for which payment is sought:** _____

**Date of Completion of rehabilitation
or sale to income qualified buyer:** _____

**Sale Price to Buyer
(if applicable for final payment):** _____

Date of this Request: _____

**Brief description of attached
Documentation supporting
This request for payment:** _____

**Name and Title of person
submitting this request:** _____

EXHIBIT "E"

This document was prepared by:
Arnold W. Schneider
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by _____,
whose address is _____ as
fee simple owner (the "GRANTOR"), in favor of **SEMINOLE COUNTY**, a
political subdivision of the State of Florida, whose address is
Seminole County Services Building, 1101 East First Street, Sanford,
Florida 32771 (the "GRANTEE") concerning that certain parcel of real
property the address, legal description, and parcel identification
number for which are as follows:

(Street address of affected property goes here)

and legally described as:

Parcel Identification No.:

(hereinafter called the "Property") and;

The use of the Property shall be restricted to providing single
family, owner occupied housing for Low Income households for a period
of Thirty (30) years from the recording date of this instrument in the
Official Land Records of Seminole County, Florida, (the "Affordability
Period")

"Affordability Period" means the length of time for which the
Property herein described shall comply with the above described
occupancy and use restrictions in conformance with the COUNTY'S Local
Housing Assistance Plan ("LHAP") as approved by the Florida Housing
Finance Corporation pursuant to Chapter 420, Part VII, Florida
Statutes and Chapter 67-37, Florida Administrative Code, both
governing the State Housing Initiatives Partnership program.

"Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and the GRANTEE and may be enforced by the GRANTOR or the GRANTEE in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of the GRANTEE as evidenced by a written instrument to that effect duly executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

IN WITNESS WHEREOF, the GRANTOR, through its undersigned directors and officers has caused this instrument to be executed:

ATTEST: [GRANTOR]
_____, Secretary By: _____, President

[CORPORATE SEAL] Date: _____

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ as President and _____, as Secretary, of _____ a [corporation, limited liability company, general partnership, limited partnership] organized under the laws of the State of Florida, who are personally known to me or who have produced _____ and _____ respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the [entity], and that they also affixed thereto the official seal of the [entity].

Print Name: _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant:
Address:

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

METHOD OF COMPENSATION:

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed by _____ of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

WITNESSES:

(Procurement Analyst)

By: _____
Robert L. Hunter, Procurement Supervisor

(Procurement Analyst)

Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.