
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County/The Center for Affordable Housing, Inc. HOME Program Rental Housing Development Subrecipient Agreement Program Year 2006-2007

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Buddy Balagia

EXT: 2389

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County/The Center for Affordable Housing, Inc. HOME Program Rental Housing Development Subrecipient Agreement Program Year 2006-2007.

County-wide

Buddy Balagia

BACKGROUND:

In 2007 the Community Assistance Division issued a Notice of Funding Availability (NOFA) to offer HOME and SHIP Program funding to local housing developers for the development of affordable housing for very low income households. As a result, and among other projects, the Evaluation Committee recommended \$102,253 in HOME funding to the Center for Affordable Housing, Inc. (Center), and subsequent negotiations have resulted in the attached Agreement.

The Center will use 2006-2007 HOME funding to leverage private financing to purchase and rehabilitate one (1) single family three (3) bedroom, two (2) bathroom, dwelling unit within Seminole County and offer it for rent to an extremely low income household (a household whose income does not exceed 30% of the area median income—currently \$17,200 for a family of four (4)—a/k/a poverty level) for transitional housing. HOME rules and the Agreement require that the unit be rented exclusively to extremely low income households for fifteen (15) years.

Of the funding, \$92,253 will be provided to leverage acquisition and rehabilitation costs (rehabilitation may not be necessary), and \$10,000 will be the developer's fee to be paid to the Center upon initial occupancy of the unit. The Agreement term expires June 30, 2008. Community Development Office staff will monitor the unit for the entire 15 year affordability period.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County/The Center for Affordable Housing, Inc. HOME Program Rental Housing Development Subrecipient Agreement Program Year 2006-2007.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

**SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC.
HOME PROGRAM RENTAL HOUSING DEVELOPMENT SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2006-2007**

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **THE CENTER FOR AFFORDABLE HOUSING, INC.**, a non-profit Florida corporation, whose address is 2524 South Park Drive, Sanford, Florida 32771, hereinafter referred to as "CENTER".

WHEREAS, CENTER has proposed and COUNTY has agreed to provide funding for the purpose of financing acquisition and rehabilitation of one (1) single family house to be used as a transitional rental unit for certain Very Low Income households in Seminole County utilizing ONE HUNDRED TWO THOUSAND TWO HUNDRED FIFTY THREE AND NO/100 DOLLARS (\$102,253.00) of COUNTY's 2006-2007 Program Year HOME Program allocation from the United States Department of Housing and Urban Development; and

WHEREAS, COUNTY has determined that provision of additional transitional rental housing for Very Low Income households attempting to recover from domestic violence abuse and substance abuse and re-establish independent living serves a vitally important public purpose and is consistent with applicable; and

WHEREAS, the parties believe this Agreement is the best means to accomplish the affordable transitional housing project and formalizing contractual understandings of the parties,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

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

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which the affordable housing unit must comply with HUD regulations and be used solely for the affordable housing purposes set forth herein. Pursuant to 24 CFR section 92.252(e), the Affordability Period shall be fifteen (15) years from the date of completion of the housing unit.

(b) "CS Administrator" means the Seminole County Community Services Director, the Community Assistance Division Manager acting through and on behalf of the Director or their designee.

(c) "County Approval" means written approval by the CS Administrator or, if necessary, approval by the Board of County Commissioners.

(d) "Extremely Low Income"  shall mean those households constituting a subset of Very Low Income and who are eligible to rent and live in the completed Project which, pursuant to the terms of this Agreement, shall be limited to those households whose combined total household income from all sources does not exceed thirty percent (30%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(e) "HOME" or "HOME Program" shall mean the Home Investment Partnership Act authorized by 42 United States Code, section 12701, et seq. and administered by HUD through Title 24, Code of Federal Regulations ("CFR"), Part 92.

(f) "HUD" shall mean the United States Department of Housing and Urban Development.

(g) "Project" means the acquisition and rehabilitation of one (1) detached, single family house containing at least three (3) bedrooms and two (2) bathrooms for exclusive use as transitional rental housing for Targeted Recipients. The Project shall incorporate all services described in Exhibit "A" to this Agreement entitled Scope of Services and shall further include timely execution and recording of a Restrictive Use Covenant in the form attached as Exhibit "F" to this Agreement.

(h) "Very Low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. CENTER, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference. Such services shall  be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CENTER. CENTER shall complete all Project acquisition and rehabilitation services required by this Agreement and shall have commenced renting or solicitation of income qualified tenant households by no later than June 30, 2008.

Section 4. Term. This Agreement shall be effective upon its execution by both parties. Pursuant to 24 CFR, section 92.504(3)(ix), this Agreement shall remain in full force and effect throughout the term of the Affordability Period and automatically terminate thereafter unless extended by written amendment to this Agreement.

Anything to the contrary notwithstanding, the transitional rental unit whose rehabilitation and/or acquisition is financed under this Agreement shall comply with the applicable Affordability Period

requirements of 24 CFR, section 92.252(e) and the Restrictive Use Covenant in the form attached as Exhibit "F".

Section 5. Payments.

(a) The COUNTY has allocated ONE HUNDRED TWO THOUSAND TWO HUNDRED FIFTY-THREE AND NO/100 DOLLARS (\$102,253.00) of HUD HOME Program funds for acquisition and rehabilitation of the Project and a developer's fee. Said funding shall only be applied by CENTER for the purposes and in the amount not exceeding the limits shown in the Project Budget, attached as Exhibit "B" to this Agreement and incorporated herein by reference. The COUNTY will pay or reimburse CENTER for the acquisition, rehabilitation and developer services rendered under this Agreement up to ONE HUNDRED TWO THOUSAND TWO HUNDRED FIFTY-THREE AND NO/100 DOLLARS (\$102,253.00). In the event that CENTER does not require the full amount of said HOME funding allocation, as reflected in the negotiated acquisition price and rehabilitation bids received and reviewed by both parties to this Agreement, the CS Administrator, subject to COUNTY approval, reserves the right to reallocate such funds to other HOME Program eligible activities.

(b) An amount up to but not exceeding NINETY TWO THOUSAND TWO HUNDRED FIFTY-THREE THOUSAND AND NO/100 DOLLARS (\$92,253.00) of the HOME funding allocation shall be applied by CENTER for the acquisition price of the rental house and for rehabilitation purposes subject to sufficient documentation as described below and in subparagraph (c) of this section. CENTER shall have the discretion to determine how much of said allocation shall be spent on acquisition and how much shall be spent on rehabilitation. Funds requested by CENTER for acquisition shall be paid at closing upon CENTER's providing a copy of the executed

purchase contract between CENTER and the seller of the unit(s), an appraisal report by a licensed real property appraiser, title insurance commitment, closing statement, and such other documentation as the CS Administrator may reasonably request. Such payments may be made by the COUNTY to the seller on behalf of CENTER or directly to CENTER as subsequently agreed upon by a letter of understanding between the parties hereto.

(c) Funds within the NINETY TWO THOUSAND TWO HUNDRED FIFTY-THREE THOUSAND AND NO/100 DOLLARS (\$92,253.00) and earmarked in the Budget attached hereto as Exhibit "B" which are not applied towards acquisition shall be applied towards rehabilitation of the Project. In no event shall the COUNTY reimburse CENTER for its rehabilitation/construction contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by the Director of CENTER and the CS Administrator. In order to process payment requests, CENTER shall submit to the COUNTY a completed "Request For Payment" form, attached hereto as Exhibit "C" together with an original invoice signed by the entity requesting payment and CENTER's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice. Upon receipt of the documentation listed above, the COUNTY shall initiate payment or reimbursement to CENTER. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor, and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if CENTER, its vendors, contractors, and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request

for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(d) The Developer's Fee in the amount of \$10,000.00 described the Project Budget, shall be paid to CENTER upon completion of all Project services and upon execution of a lease agreement with an income qualified tenant, subject to County Approval by the CS Administrator.

(e) On or before June 30, 2008, CENTER shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims, or demands of CENTER not properly invoiced and received by the COUNTY by June 30, 2008.

(f) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be reimbursed by the COUNTY if the CS Administrator has issued prior written approval of such goods or services. Acquisition and rehabilitation of real property beyond the one (1) house contemplated by this Agreement and involving the HOME funds committed hereunder is prohibited unless authorized by formal amendment to this Agreement, approved by both parties in accordance with Section 26 hereof.

(h) CENTER shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. CENTER must demonstrate a minimum leveraging of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) in the form of dollars or, if pre-approved in writing by the CS Administrator, professional services or in-kind services. Prior to any advancement or reimbursement of HOME funds, the CENTER must demonstrate that sufficient leveraged funds are available or obligated toward the acquisition and rehabilitation provision of the rental housing unit. Prior to final reimbursement or

payment by the COUNTY, the CENTER shall provide appropriate documentation to demonstrate that sufficient funds and/or services have been leveraged and that all required leveraged money or in kind services have been applied toward the acquisition and rehabilitation of the housing unit. If sufficient leveraging has not been demonstrated, the CENTER shall be deemed to be in breach of this Agreement and the COUNTY shall withhold any and all future payments to the CENTER in addition to any other remedies set forth herein.

Section 6. Compliance With Federal Regulations.

(a) CENTER shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development" including particularly the parts and sections identified in paragraph (e) of this section.

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(5) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(6) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";

(7) Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments";

(b) CENTER shall comply with those portions of 24 CFR Part 84 - "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" as are applicable to subrecipients of grants and/or reimbursements for programs of the type envisioned by this Agreement.

(c) CENTER shall comply with all Federal laws and regulations of 24 CFR Part 92, subpart H, specifically sections 92.350-92.358 thereof.

(d) Subparagraph (c) above notwithstanding, CENTER shall not assume the COUNTY's environmental responsibilities, as described in section 92.352 "Environmental Review", nor the COUNTY's responsibility to initiate an environmental review process. However, CENTER is not exempt from performing a Phase I environmental or site-specific environmental review in accordance with State and local regulations, nor is CENTER released from any environmental pollution that it may cause or have caused and CENTER shall assume full liability therefore.

(e) CENTER shall fully comply with the HOME regulations, contained within 24 CFR, Part 92, including particularly the following:

- (1) Section 92.251 - Property Standards;
- (2) Section 92.252 - Qualifications as affordable housing: rental housing;
- (3) Section 92.253 - Tenant and participant protections;
- (4) Section 92.255 - Conversion of rental units to home ownership units for existing tenants (Note, however, that any such conversion would require approval by the COUNTY through formal amendment to this Agreement);
- (5) Section 92.257 - Faith Based Activities;

- (6) Section 92.303 - Tenant Participation Plan;
- (7) Section 92.350 - Other Federal Requirements;
- (8) Section 92.351 - Affirmative Marketing; minority outreach program;
- (9) Section 92.353 - Displacement, Relocation, and Acquisition;
- (10) Section 92.354 - Labor;
- (11) Section 92.355 - Lead based paint;
- (12) Section 92.356 - Conflict of Interest;
- (13) Section 92.358 - Consultant Activities;
- (14) Section 92.503 - Program Income; and
- (15) Section 92.505(b) - Applicability of Uniform Administrative Requirements.

Section 7. Compliance with Local and State Laws. During the execution and implementation of this Agreement, CENTER shall comply with all applicable State and local laws, regulations, and ordinances, including but not limited to the following:

(a) Chapter 112, Florida Statutes - Public Officers and Employees: General Provisions, including particularly Part III addressing ethics in government.

(b) All written procedures and policies issued by the COUNTY regarding implementation of the COUNTY's HOME Program.

(c) 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 the COUNTY.

Section 8. Project Publicity. 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 HOME Program funding by HUD and providing funds to CENTER.

Section 9. Management Assistance and Monitoring of Compliance with Federal Regulations.

(a) The CS Administrator shall be available to CENTER to provide guidance on HUD requirements.

(b) In the event that CENTER does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notice to CENTER ninety (90) days after the expiration of the subject time frame advising CENTER that it is in default of the Agreement and the pending consequences thereof. Nothing set forth herein however, shall prohibit the COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

(c) Throughout the term of this Agreement, COUNTY shall have the right to conduct on site inspections of the completed Project from time to time in order to monitor compliance with HOME Program regulations, including particularly the applicable Housing Quality Standards ("HQS") and Affordability Period requirements imposed by 24 CFR 92.251 and 24 CFR 252(e), respectively. COUNTY shall notify CENTER at least seventy-two (72) hours in advance of such visits to facilitate coordination of the visit and allow CENTER reasonable time to notify tenants to arrange a mutually convenient time. CENTER's failure to promptly accommodate the requested inspections shall be a breach of this Agreement.

Section 10. Maintenance of Records.

(a) CENTER shall maintain all records required by Federal, State, and local laws, rules, and regulations for a period of no less than five (5) years from the date of the final project audit. This requirement shall include:

(1) All accounts, property, and personnel records, as deemed necessary by the COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts, and cancelled checks of all items purchased by CENTER pursuant to this Agreement;

(B) Bills, cancelled checks, and invoices for all services purchased by CENTER pursuant to this Agreement;

(C) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, date, and cost of acquisition.

(b) CENTER shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. If CENTER receives more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from HUD in any fiscal year during the term of this Agreement, such auditing procedures shall be undertaken in compliance with the United States Office of Management and Budget Circular A-133, a copy of which shall be provided to the CS Administrator in a timely manner.

(c) All records and contracts of whatsoever type or nature required by the Agreement shall be available for audit, inspection, and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any Federal, State, or local agency.

(d) CENTER shall complete and provide to the CS Administrator a monthly report in the form of this on the Subrecipient Report attached hereto as Exhibit "D". Such reports shall be due no later than the

fifteenth day of each month commencing on the date of execution of this Agreement and concluding upon the completion of all Project activities described herein and in Exhibit "A".

(e) Throughout the term of this Agreement, CENTER shall submit to the COUNTY an End of Project Report in the form attached hereto as Exhibit "E". Said report shall be for the purposes of facilitating COUNTY's monitoring of compliance with the Affordability Period and rental of the Property to Extremely Low Income households.

Section 11. Liability. Except for any payment of approved Project costs specifically set forth herein and in Exhibit "B" hereto, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the Project acquisition and rehabilitation CENTER has agreed to perform hereunder or for debts or claims accruing to such parties against CENTER. This Agreement shall not create a contractual relationship,  either express or implied, between COUNTY and any other person, firm, or corporation supplying any property, work, labor, services, goods, or materials to CENTER as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time-to-time be employed by CENTER.

Section 12. Subcontracts. All contracts made by CENTER to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules, and regulations described in Section 6 of this Agreement. Only the real property purchase and sale agreement, contracts, and subcontracts for Project work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further property acquisitions, work, or services which CENTER wishes to subcontract must be approved in writing by amendment to this Agreement and may not exceed the financial restraints forth in Section 5 of this Agreement.

Section 13. Indemnification.

(a) CENTER shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the following: loss of any monies paid to CENTER or whomsoever, resulting out of CENTER's fraud, defalcation, dishonesty, or failure of CENTER to comply with applicable laws or regulations; any act or omission of CENTER in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the acquisition or construction of the Project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit, or proceeding is brought against the COUNTY upon any  alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to CENTER by registered or certified mail addressed to CENTER at the address provided hereinafter. Upon receiving such notice, CENTER, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in CENTER's defense of any such action, suit, or proceeding. Nothing in this section or elsewhere in this Agreement shall be construed as a waiver of the COUNTY's sovereign immunity or its limited liability for tort damages as provided for in section 768.28, Florida Statutes.

Section 14. Insurance and Performance Bonds.

(a) CENTER shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State, and local regulations and is adequate and sufficient to insure all Project activities performed pursuant to the Agreement against property damage or loss, human injury and other casualty.

(b) Contractors and subcontractors retained by CENTER to perform rehabilitation services funded through this Agreement shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services for the Project. CENTER shall furnish COUNTY with a copy of the subject performance bond in the full amount of the contract price. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to CENTER and COUNTY. Said bond(s) shall insure that the time of delivery of goods and services is satisfactorily met, that the 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, CENTER shall, at its own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, require the contractor(s) to furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

Section 15. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

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 hereof.

Section 17. Program Income Derived Under This Agreement. Any and all Program Income, as defined in Title 24, Code of Federal Regulations, Section 92.2 realized from the Project, whether received by CENTER during or after expiration of this Agreement, shall be returned to COUNTY.

Section 18. Non-Expendable Property. Any non-expendable personal property acquired by CENTER through funds issued by the COUNTY pursuant to this Agreement shall be subject to all Federal, State, and local regulations, including but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.



Section 19. Reversion of Assets. Pursuant to 24 CFR 92.504, upon expiration of this Agreement, CENTER shall immediately transfer to the COUNTY any remaining HUD funds and any accounts receivable attributable to the use of HUD funds distributed pursuant to this Agreement.

Section 20. Suspension and Termination. COUNTY may suspend or terminate this Agreement in accordance with the provisions of 24 CFR 85.43 for breach of the Agreement. The parties may mutually terminate the Agreement in accordance with 24 CFR 85.44 for convenience not arising from a breach of this Agreement.

Section 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 22. Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to CENTER pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate the Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another HOME program;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by CENTER;
- (d) Demand CENTER immediately repay any monies expended in accordance with the Agreement;
- (e) Require specific performance of the Agreement and the applicable Restrictive Use Covenant;
- (f) Demand payment and/or performance from the surety, if applicable; and/or
- (g) Impose a lien upon any and all of CENTER's real or personal property. To create such a lien, the COUNTY shall send a letter to CENTER demanding refund of any monies expended to CENTER pursuant to this Agreement. Said letter shall be recorded in the Public Records of Seminole County and thereafter shall constitute a formal claim of lien upon CENTER's real and personal property;
- (h) Initiation of a legal or equitable action in a court of competent jurisdiction to obtain and enforce the appropriate remedy.

Section 23. Certification Regarding Lobbying. CENTER hereby certifies that to the best of its knowledge and belief:

- (a) No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or

attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, CENTER shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the United States Office of Management and Budget.

(c) CENTER hereby further  agrees that monies received from the COUNTY pursuant to the Agreement will not be used for the purpose of lobbying the State Legislature, the judicial branch or any State agency or individual comprising the executive branch of government for the State of Florida.

Section 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CS Administrator
Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32771

For CENTER:

Executive Director
The Center for Affordable Housing, Inc.
2524 S. Park Dr.
Sanford, FL 32773

Either of the parties may change, by written notice, the address or person for receipt of notice.

Section 25. Entire Agreement, Effect on Prior Agreement.

This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements relating to the subject matter of this Agreement.

Section 26. Amendment To Agreement. This Agreement may be amended by a written instrument executed with the same formalities as this Agreement. Modification or expansion of the Project to purchase more than the one (1) unit envisioned herein shall only be done pursuant to an amendment to this Agreement signed by both parties describing the number of units, completion dates, and other particulars sufficient to permit a restatement of Exhibits "A" and "B," which shall also be deemed revised. Upon adoption, such amendment shall be attached to each party's copy of this Agreement.



Section 27. Severability. If any one or more of the covenants or provisions of this Restated 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, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions thereof.

(Signature Page Follows)

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

ATTEST:



THE CENTER FOR AFFORDABLE HOUSING, INC.

Gabriella Coulter
~~Gabriella Coulter~~, Secretary
GABRIELLA COULTER
[CORPORATE SEAL]

By: Stephen R. Cold
STEPHEN COLD, President

Date: 1-15-08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Maryanne Morse
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____

Approved as to form and
legal sufficiency.

regular meeting.

County Attorney

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Request for Payment
- Exhibit "D" - Monthly Report
- Exhibit "E" - End of Project Report
- Exhibit "F" - Restrictive Use Covenant

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EXHIBIT A
SCOPE OF SERVICES

GENERALLY:

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

CENTER shall acquire and rehabilitate one (1) three bedroom, two bathroom, single family, detached house for use as a transitional, rental housing unit on property located within Seminole County. The CENTER shall use the funds provided by the COUNTY pursuant to this Agreement along with not less than FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) of its own leveraged funding to acquire and rehabilitate the housing unit. Leveraged funding may be in cash or in-kind services of equivalent value.

In no event shall the housing unit be rented to persons other than Extremely Low Income households as defined in the Agreement during the fifteen (15) year Affordability Period. The completed Project shall only be used as transitional rental housing and not as a permanent, owner occupied residence. Rental preference shall be given to clients of Seminole County Victim's Rights Coalition, Inc. and Lisa Merlin House, Inc. who are in need of transitional rental housing.

SPECIFIC OBLIGATIONS:

Acquisition

1. CENTER shall acquire the improved real property for the least possible cost and in no event more than fair market value as determined by a State licensed real estate appraiser. Prior to closing, CENTER shall obtain written COUNTY approval of the proposed acquisition and preliminary cost estimates of rehabilitation associated with the structure to be rehabilitated on that parcel. CENTER shall provide an independent market appraisal prepared by a state licensed appraiser, a home inspection report prepared by a reputable

home inspection service, allow the CS Administrator to physically inspect the property and afford COUNTY the opportunity to approve or disapprove of the acquisition prior to execution of a sale and purchase contract. Failure to allow opportunity for COUNTY inspection and approval may, at the discretion of the CS Administrator, result in a denial of funding for the acquisition and may result in termination of the Agreement. Subsequent to CENTER's providing the appraisal, home inspection report and the opportunity for physical inspection, COUNTY shall have five (5) business days to approve or disapprove of the acquisition for HOME funding. Failure of COUNTY to timely provide written notice of approval or disapproval may be deemed by CENTER as an approval.

2. CENTER shall assure that no relocation or displacement obligations are created toward the current renters or owners of the house being acquired. If the property to be acquired is occupied by owner(s) or tenant(s) who would be involuntarily displaced by the acquisition, CENTER shall seek direction from the CS Administrator and COUNTY's assigned Project manager before entering into any type of activity to acquire the property.

Rehabilitation (if required)

3. CENTER shall prepare all documents required for bidding any and all aspects of the Project in accordance with legal requirements. The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.

4. CENTER shall meet with the CS Administrator, his or her staff, prior to and/or during the work description write ups to insure accuracy and quality of the final work product.

5. CENTER shall advertise for bids and provide bidders with a specific response period in accordance with legal requirements.

6. Following the close of the bidding period, the COUNTY and CENTER shall jointly review the bids received and bidder(s) qualifications. CENTER shall select, upon COUNTY approval, the bidders to be awarded the contract work. CENTER shall prepare, negotiate, and execute a contract with the selected bidder(s).

7. CENTER shall prepare design plans and budgets for the Project which must be designed and constructed so as to conform to the "Model Energy Code" or Energy Star Program.

8. CENTER shall monitor and inspect all pre-development, development, design and construction activities to ensure compliance with this Agreement.

9. CENTER shall secure all necessary permits, zoning and other regulatory approvals, inspections and certificates required for all phases of the Project.

10. CENTER shall advertise for and process rental applications for the housing unit. CENTER shall be responsible for verifying client(s) income-eligibility for assistance.

11. The CENTER Project Manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

12. No CENTER board member or employee or any related family member of either shall receive or obtain gain or profit in the form of a real estate commission, appraisal contract fee, or payment for any other related product or service for properties purchased or sold by them in accordance with this Agreement.

13. CENTER shall complete the acquisition and rehabilitation of the Project by June 30, 2008.

14. CENTER shall execute and record a Restrictive Use Covenant on

the subject Property in the form attached as Exhibit "F" to the Agreement limiting the use thereof to rental housing for Extremely Low Income households for the fifteen (15) year Affordability Period.

EXHIBIT B
PROJECT BUDGET

<u>ACTIVITY</u>	<u>FUNDS</u>
Acquisition and rehabilitation of one (1) three bedroom/2 bathroom, detached single family house and associated real property.	\$92,253.00
Developer's fee to be paid at Project completion and upon occupancy by an income qualified tenant household.	\$ 10,000.00
Total	\$102,253.00

EXHIBIT C
REQUEST FOR PAYMENT

Subrecipient: THE CENTER FOR AFFORDABLE HOUSING, INC.

Title of Activity/Project: _____

Vendor Mailing Address: _____

Vendor Contact Person: _____

Vendor Telephone Number: _____

Payment Request No: _____

Subrecipient Agreement Amount \$102,253.00	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
Total Invoices Billed			

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: **June 30, 2008**

Subrecipient Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D
MONTHLY REPORT

Status Report for Month of _____

Subrecipient THE CENTER FOR AFFORDABLE HOUSING, INC.
 Mailing Address _____
 Contact Person _____
 Telephone _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
Acquisition and rehabilitation of Project (HOME Program)	\$92,253.00				
Developer's Fee (HOME Program)	\$10,000.00				
Leveraged Funding	\$40,000.00				
TOTAL	\$142,253.00				

Any other special accomplishments: _____

Signed: _____

EXHIBIT E

END OF PROJECT REPORT

NAME OF ORGANIZATION: The Center for Affordable Housing, Inc.

FISCAL YEAR: _____

Type of service provided: Transitional Housing

Total number of households served: _____

Number of elderly households served: _____

Number of units moved from substandard to standard condition: _____

Number of units brought into compliance with lead safety rules: _____

Number of Section 504 accessible units: _____

Number of Energy Star units: _____

Total number of households directly assisted by income and race:

Extremely Low Income: _____

Very Low Income: _____

White (not Hispanic): _____

Black (not Hispanic): _____

American Indian/Alaskan Native: _____

Hispanic: _____

Asian/Pacific Islander: _____

Other: _____

Any other special accomplishments:

Signed: _____

Date: _____

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

Please return it to:
Seminole County
Department of Community Services
524 W. Lake Mary Blvd.
Sanford, FL 32771

EXHIBIT "F"
RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by the Center For Affordable Housing, Inc. ("Grantor") as fee simple owner of that certain parcel of real property, the legal description and parcel identification number for which are as follows:

Parcel Identification No.:

(the "Property").

The use of the Property shall be restricted to providing transitional rental housing for Extremely Low Income households as defined below and subject to the terms and conditions of that certain SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC. HOME PROGRAM RENTAL HOUSING DEVELOPMENT SUBRECIPIENT AGREEMENT PROGRAM YEAR 2006-2007 dated _____, 2008, relating to the County's providing Grantor an allocation of Federal Department of Housing and Urban Development ("HUD") HOME funds towards development and rehabilitation of one (1) transitional rental housing unit on the Property. Said use restriction shall be in full force and effect for fifteen (15) years from the recording date of this instrument (the "Affordability Period").

"Affordability Period" means the length of time for which the Property herein described shall comply with HUD HOME regulations and be used solely for the affordable housing purpose herein described pursuant to 24 CFR section 92.252(e), which for the above described Property shall be for a term of fifteen (15) years.

"Extremely Low Income" means gross household income not to exceed thirty percent (30%) of the median family income within the Orlando Metropolitan Statistical Area throughout the term of the Affordability Period.

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

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

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

JUANITA RILEY, Secretary

By: STEPHEN COLD, President

[CORPORATE SEAL]

Date:

STATE OF FLORIDA]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this ___ day of ___, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared STEPHEN COLD, as President and JUANITA RILEY, as Secretary of The Center for Affordable Housing, Inc., a non-profit corporation 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, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

[Notary seal]

Print Name
Notary Public in and for the County
and State Aforementioned