
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Neighborhood Stabilization Program - Grant Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a grant agreement with the US Department of Housing and Urban Development in acceptance of \$7,019,514.00 through their Neighborhood Stabilization Program.

County-wide

Jennifer Bero, Michele Saunders

BACKGROUND:

The US Department of Housing and Urban Development (HUD) is providing funds through their Neighborhood Stabilization Program ("NSP") for local government agencies to stabilize neighborhoods and provide a means for redevelopment of affordable housing for low, moderate, and middle income households.

Seminole County is being awarded \$7,019,514 to initiate NSP activities pursuant to the amendment to the CDBG One Year Action Plan, which governs the expenditure of funds for this grant, the application for which was approved by the BCC on November 18, 2008. Administered by the Community Services Department/Community Assistance Division, NSP Program funds would be used for the following activities:

- (1) Purchase assistance to individual income qualified individuals;
- (2) Home acquisition, rehabilitation, and resale to individual income qualified individuals; and,
- (3) Acquisition and rehabilitation of suitable rental properties for occupancy by low income households, including group homes for persons with special needs.

For the funds to be received, the Board must approve and authorize the Chairman to execute a grant agreement in the form presented herewith. A coordinating budget amendment to allocate the grant revenue and program expenditures is presented for Board approval in the Budget Division section of this agenda.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a grant agreement with the US Department of Housing and Urban Development in acceptance of \$7,019,514.00 through their Neighborhood Stabilization Program.

ATTACHMENTS:

1. Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Arnold Schneider)</p> <p><input checked="" type="checkbox"/> Budget Review (Lisa Spriggs)</p>
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**FUNDING APPROVAL AND GRANT AGREEMENT FOR
NEIGHBORHOOD STABILIZATION PROGRAM (NSP) FUNDS
AS AUTHORIZED AND APPROPRIATED UNDER THE
HOUSING AND ECONOMIC RECOVERY ACT OF 2008
(PUBLIC LAW 110-289, JULY 30, 2008)**

NSP GRANTEE: Seminole County
NSP GRANT NUMBER: B-08-UN-12-0018
NSP GRANT AMOUNT: \$ 7,019,514
NSP APPROVAL DATE: 1/18/2009

This Grant Agreement between the Department of Housing and Urban Development (HUD) and **Seminole County (Grantee)** is made pursuant to the authority of sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289 (July 30, 2008)) (HERA). The program established pursuant to section 2301-2304 is known as the “Neighborhood Stabilization Program” or “NSP.” The Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Redevelopment of Abandoned and Foreclosed Homes Under the Housing and Economic Recovery Act, 2008 published at 73 FR 58330 (October 6, 2008) (Notice); HERA; the Grantee’s submission for NSP assistance (Grantee Submission); the HUD regulations at 24 CFR Part 570 (as modified by the Notice and as now in effect and as may be amended from time to time) (Regulations); and this Funding Approval, including any special conditions, constitute part of the Grant Agreement.

Subject to the provisions of this Grant Agreement, HUD will make NSP Grant Funds in the amount of **\$ 7,019,514** available to the Grantee upon execution of this Grant Agreement by the parties. The Grantee shall have 18 months from the date of HUD’s execution of this Grant Agreement to obligate the NSP Grant Amount pursuant to the requirements of HERA and the Notice. The Grantee shall have 48 months from the date of HUD’s execution of this Grant Agreement to expend the NSP Grant Amount pursuant to the requirements of the Notice. The NSP Grant Funds may be used to pay eligible costs arising from eligible uses incurred after the NSP Approval Date provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-award planning and general administrative costs may not be paid with funding assistance except as permitted in the Notice; the Notice limits such costs to those incurred on or after September 29, 2008. Other pre-award costs may not be paid with funding assistance except as permitted by 24 CFR 570.200(h); for purposes of NSP, such costs are limited to those incurred on or after the date that the NSP substantial amendment was received by HUD.

The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I of the Housing and Community Development Act, as amended (42 U.S.C. 5304) and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Grant Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

This Grant Agreement may be amended only with the prior written approval of HUD. In considering proposed amendments to this Grant Agreement, HUD shall review, among other things, whether the amendment is otherwise consistent with HERA, the Notice, and the Regulations.

The Grantee may amend its Grantee Submission; however, such amendments, including substantial amendments as defined in 24 CFR Part 91, will be subject to the requirements of 24 CFR Part 91 (or any successor regulation) and any revisions HUD may make to the Notice (or any successor Notice or regulation).

The Grantee shall at all times maintain an up-to-date copy of its Grantee Submission, including all amendments approved by HUD, on its Internet website as required by the Notice. Further, the Grantee shall maintain information on all draw downs, deposits, and expenditures of grant funds and program income under this Funding Approval and Grant Agreement and any other records required by 24 CFR 570.506, in its files and shall make such information available for audit or inspection by duly authorized representatives of HUD, HUD's Office of the Inspector General, or the Comptroller General of the United States.

The Grantee shall submit information on performance measurement as established by the Secretary for activities undertaken with NSP grant funds.

The Grantee is advised that providing false, fictitious or misleading information with respect to NSP Grant Funds may result in criminal, civil or administrative prosecution under 18 USC §1001, 18 USC §1343, 31 USC §3729, 31 USC §3801 or another applicable statute.

Close-out of this grant shall be subject to the provisions of 24 CFR 570.509 or such close-out instructions as may hereafter be issued by HUD specifically for NSP grants.

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This NSP Grant Agreement is binding with respect to HUD in accordance with its terms upon the execution by HUD in the space provided above, subject to execution on behalf of the Grantee.

**The United States Department of
Housing and Urban Development**

**The Grantee
Seminole County
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**



Signature of Authorized Official

Signature of Authorized Official

Gary A. Causey

Name of Authorized Official

BOB DALLARI

Name of Authorized Official

Director,
Community Planning and Development Division

Title of Authorized Official

Chairman

Title of Authorized Official

March 3, 2009

Date of Signature

Date of Signature

59-6000856

Grantee Tax Identification Number

As authorized for execution by the Board of
County Commissioners at their March 24, 2009
regular meeting.

ATTEST:

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney