

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Subrecipient Agreement with the Seminole County Housing Authority for
Housing and Playground Improvements

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Dan Matthys  **CONTACT:** Buddy Balagia  **EXT.** 7379

Agenda Date <u>04/26/2005</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute a Subrecipient Agreement with the Seminole County Housing Authority, Inc. to make housing and playground improvements.





(District 1 – Bob Dallari)

BACKGROUND:

The Seminole County Housing Authority, Inc. (SCHA) is requesting funding to make improvements to 30 public housing units and to the playground at the public housing complex in Oviedo. Funding is requested to replace 30 exterior doors, 20 interior doors, 30 central air conditioning units, and to create a large athletic/playground center on vacant land owned by the SCHA for public housing residents.

The SCHA currently operates the County Tenant-Based Rental Assistance (TBRA) Program. The improvements funded by this Agreement would assist the SCHA in completing an overall modernization of the facilities. Staff worked closely with the SCHA during the past year by providing technical assistance to improve customer service.

Community Development Office staff concurs with this request and has up to \$231,500 in SHIP Program funding available which is required to be spent prior to June 30, 2005. The SCHA has indicated they will be able to make the improvements before the June 30 deadline. The Subrecipient Agreement (attached) has been signed by the SCHA and staff recommends that the Board execute the Agreement.

Reviewed by:	
Co Atty:	
DFS:	_____
Other:	_____
DCM:	
CM:	
File No.	<u>cpdc01</u>

SEMIMOLE COUNTY/SEMIMOLE COUNTY HOUSING AUTHORITY
SHIP PROGRAM SUBRECIPIENT AGREEMENT
FOR PROGRAM YEAR 2004-2005

THIS AGREEMENT is made and entered into this 1st day of MARCH, 2005, by and between SEMIMOLE COUNTY, a political sub-division of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as the "COUNTY," and THE SEMIMOLE COUNTY HOUSING AUTHORITY, a public body corporate and politic created pursuant to section 421.27, Florida Statutes, whose address is 662 Academy Place, Oviedo, Florida 32765, hereinafter referred to as "SCHA".

W I T N E S S E T H:

WHEREAS, the 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 low income or very low income and/or with special housing needs; and

WHEREAS, SCHA is a duly created public housing agency engaged in the construction, rehabilitation and administration of affordable rental housing; and

WHEREAS, the COUNTY and SCHA wish to collaborate in the rehabilitation of certain public housing facilities for very low income households as discussed herein and in Exhibits "A" and "B" to this Agreement; 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, the COUNTY and SCHA 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 the subject Property must be occupied by Very Low Income families in compliance with SHIP Regulations and Policies.

"CD Administrator" shall mean the COUNTY's Community Resources Division Manager.

"COUNTY approval" shall mean written approval by the Planning & Development Department Director, the Community Resources Division Manager, or their designee.

"FHFC" shall mean the Florida Housing Finance Corporation.

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

"Project" shall mean the rehabilitation of public housing units for very low income households, owned and administered by SCHA, located on the Property and consisting of the following components:

- (a) replacement of twenty (20) interior doors;
- (b) replacement of thirty (30) exterior doors;
- (c) replacement of heating and air conditioning systems in (30) units;
- (d) improvements and expansion of the children's playground and "Tot Lot" on the Property.

"Property" shall mean that certain improved real property owned and administered by SCHA located at 662 Academy Place, Oviedo, Florida 32765 and further as legally described as follows:

LOTS A, B, C, D, E, F, G AND 4, MARTIN'S PLAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY

Parcel Identification No.: 15-21-31-501-0000-00A0

"Restrictive Use Covenant" shall mean that instrument in the form attached as Exhibit "E" to this Agreement and which restricts the use of the Property to only housing and related amenities for Very Low Income Families and SCHA offices for a fifteen (15) year period ending June 30, 2020.

"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 67-37, Florida Administrative Code (F.A.C.), Chapter 420, Florida Statutes and COUNTY's Local Housing Assistance Plan (LHAP) as they may be amended from time to time.

"Very Low Income" shall mean gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area throughout the Affordability Period.

Section 3. Statement of Work. SCHA, in a manner satisfactory to the COUNTY, shall perform or cause to be performed the Project as further described or referred to in Exhibit "A," Scope of Services and Exhibit "B", Project Budget, both exhibits being attached hereto 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 SCHA. SCHA shall also execute a Restrictive Use Covenant in the form of Exhibit E hereto, concurrently with the execution of this Agreement. Execution of both this Agreement and the Restrictive Use Covenant shall be conditions precedent to any distribution of SHIP funds by COUNTY to SCHA.

Section 4. Term. SCHA shall perform the Project as further described in Exhibits "A" and "B" on or before June 30, 2005. Notwithstanding this required date of completion, the Affordability Period of this Agreement and the restricted uses of the Property assisted hereby shall extend to and not expire before June 30, 2020.

Section 5. Payment.

(a) The COUNTY shall pay directly any contractor, subcontractor, or other vendor duly hired by SCHA to provide Project materials and services related to this Agreement.

(b) In no event shall the total amount paid by the COUNTY for Project materials and services rendered under this Agreement exceed TWO HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$231,500.00).

(c) Payment shall only be rendered by the COUNTY for services authorized in Exhibits "A" and "B".

(d) Payment by the COUNTY shall only be issued upon receipt from SCHA of an original invoice of the materials acquired and services rendered up to but not exceeding the amounts budgeted in Exhibit "B". Said

invoice must be signed by the party seeking payment and by the Executive Director of SCHA.

(e) Upon acceptable receipt of the documentation required by subsection (d) above and COUNTY approval of the CD Administrator, the COUNTY shall initiate the payment process. Payment by the COUNTY shall be as soon as practicable.

Section 6. Reporting Requirements.

(a) In addition to the documentation required by Section 5(d) for payment purposes, SCHA shall submit the following financial documentation to the COUNTY:

(1) 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.

(2) A summary of the number of housing units currently under Project rehabilitation;

(3) SCHA shall provide an End of the Year Report in the form of attached Exhibit "D" on or before July 15, 2005.

(4) A final cumulative statement of all costs of materials and services rendered pursuant to this Agreement. Said statement shall include any costs and charges not previously invoiced. The COUNTY shall not be liable for payment of any costs or charges not included in the final cumulative statement or reported thereafter. Said statement shall be due on or before July 15, 2005.

(b) Failure by SCHA to submit any required report as required by this Section shall allow the COUNTY to withhold final payment to any vendor or SCHA until such report is submitted to the COUNTY as required

herein. SCHA shall notify all vendors, prior to their employment by SCHA that their payment will be rendered directly from the COUNTY and that such payment may be withheld by the COUNTY if SCHA fails to supply any report or information as required by this Section.

(c) The COUNTY, the State of Florida, FHFC and the general public shall have access to and be provided copies of any and all of SCHA's records.

Section 7. Compliance With Local And State Laws. During the execution and implementation of this Agreement, SCHA shall comply with all applicable State and local laws, regulations and ordinances, 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 the COUNTY regarding implementation of the COUNTY SHIP Program.

(c) Chapter 67-37, F.A.C.

(d) Chapter 420, Florida Statutes.

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

Section 8. Project Publicity. SCHA shall disseminate information about the Project, review and approve applications for housing

assistance deriving from Project publicity and insure that rehabilitated units are only occupied by Very Low Income households. 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 Project funding from FHFC and who made the SHIP funding available to SCHA for the Project.

Section 9. Management Assistance. The CD Administrator or their designee shall be reasonably available to SCHA to provide guidance on SHIP Program requirements; provided, however, that this provision shall not be deemed to relieve the SCHA of any duties or obligations set forth in this Agreement.

Section 10. Maintenance of Records.

(a) SCHA shall, at a minimum, maintain all records required by State and local laws, rules, regulations and procedures.

(b) SCHA shall maintain such records, accounts and property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of all project funds and compliance with this Agreement.

(c) SCHA shall cause the Project undertaken pursuant to this Agreement to be audited in conjunction with each regular SCHA audit. Copies of all audits regarding or otherwise relating to the use of SHIP funds shall be provided to the CD Administrator in a timely manner.

(d) 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 CD Administrator, COUNTY, FHFC, or other Federal or State agency may deem

necessary. SCHA 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 years and extends beyond such time, the records shall be maintained until resolution of the litigation or claim and any person duly authorized by COUNTY shall have full access to and the right to examine the records during such time.

Section 11. Non-Expendable Property. Any non-expendable personal property acquired by SCHA to perform the Project anticipated herein and approved by the COUNTY in accordance with this Agreement shall be subject to all State and local regulations including, but not limited to, provisions on use and disposition of such property. At the termination of this Agreement, any grant funded, non-expendable personal property shall be made available to the COUNTY in accordance with the aforesaid provisions.

Section 12. Liability. Except for payment as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to SCHA in connection with the services to be performed hereunder or for debts or claims accruing to such parties against SCHA. 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 SCHA as a result of services to the COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in

tort naming COUNTY as a defendant and nothing in this Agreement or in this Section shall be construed as constituting a waiver of the sovereign immunity conferred on COUNTY by said statute.

Section 13. Indemnification.

(a) SCHA shall defend, hold harmless and indemnify the COUNTY, its officers, 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 the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to SCHA or whomsoever resulting out of fraud, defalcation, dishonesty, or failure of SCHA to comply with applicable laws, rules or regulations; or by reason or as a result of any act or omission of SCHA 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 the Project; or by failure to pay vendors due to failure by SCHA to supply required reports; 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, the COUNTY shall provide notice in writing thereof to SCHA by registered or certified mail addressed to SCHA at its address herein provided. Upon receiving notice, SCHA, at its 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 the COUNTY.

Section 14. Insurance. SCHA shall ensure that its insurance coverage or self-insurance program, or the insurance coverage of its contracted agents, building contractors, subcontractors and vendors is adequate and sufficient for the activities performed pursuant to this Agreement. SCHA shall ensure that the insurance requirements imposed on all contractors conform to and comply with all applicable Federal, State and local regulations.

Section 15. Assignment and Subcontracts. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other. SCHA may subcontract certain services as set forth in Exhibit "A" upon the written approval of the subcontract by the COUNTY.

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. Program Income and Unused funds.

(a) In the event that any program income or returned funds are received by SCHA during the term of this Agreement, such monies shall be returned to COUNTY to be placed in the COUNTY's Affordable Housing Trust Fund.

(b) If any program income or returned funds are received by SCHA after expiration of this Agreement or at the end of the year when all remaining items have been budgeted, the program income shall either be returned to the COUNTY for proper accounting into the appropriate fund or account or upon written approval by the COUNTY, used by SCHA for additional capital or operating expenditures.

(c) In the event that the COUNTY issues any funds to SCHA or its vendors which are not expended pursuant to the terms of this Agreement, such funds shall be returned to the COUNTY on or before June 30, 2005.

Section 18. Availability of Funds. SCHA acknowledges that the funding for this Agreement is from the FHFC through the SHIP Program. SHIP Program payments into the COUNTY's Trust Fund from the FHFC occur on a monthly basis. SCHA further acknowledges that the COUNTY has entered into similar agreements with other organizations for the award and allocation of SHIP Program funds. Although the 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, the COUNTY may not have sufficient funds to meet all demands in that month. Therefore, the COUNTY's obligation to make payment hereunder in any particular month is specifically subject to and limited by: (1) FHFC's disbursement of SHIP funds for that month to the COUNTY; and (2) payment by the COUNTY to other various subrecipient organizations pursuant to separate agreements, all of said payments, including those to SCHA, being 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 and Effect On Prior Agreement. This instrument 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 Resources Division Manager
Community Development Office
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR SCHA:

Executive Director
662 Academy Place
Oviedo, Florida 32765

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 and without need for formal amendment to this Agreement. Any such change of the person(s) shall be attached to both Parties' copies of this Agreement.

Section 21. Termination, Breach and Remedies.

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

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

(c) In the event of termination, SCHA 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 due at the end of the Project, if any, 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 the COUNTY.

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

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

(d) In the event of termination, the COUNTY shall pay for all Project services and materials rendered or contracted for prior to the date of termination.

(e) The following actions shall constitute a breach of this Agreement by SCHA:

(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 the COUNTY.

(f) Waiver by the COUNTY of breach of one (1) 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 SCHA breaches this Agreement, the COUNTY shall have the immediate right to withhold future payments and to terminate this Agreement. The COUNTY may also send a written demand for refund of all monies previously paid to SCHA or its vendors and contractors. If said demand is not satisfied, the 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 SCHA.

(h) The 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 SCHA.

(i) The COUNTY shall retain the right to enforce the Restrictive Use Covenant past the term of this Agreement or the termination thereof for the duration of the Affordability Period.

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 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. Alternative Dispute Resolution. The Parties shall use their best efforts to resolve any disputes arising under this Agreement in an amicable fashion and without resort to litigation.

Should any portion of this Agreement appear ambiguous or in possible conflict with any other provision, the parties shall cooperate and use their best efforts to interpret and apply the document as a harmonious whole. In no event shall either party commence litigation until all efforts at good faith, alternative dispute resolution have been exhausted. If alternative dispute resolution (ADR) becomes necessary, the parties agree to apply the terms of Chapter 164, Florida Statutes and to commence litigation only after exhaustion of the ADR procedures enumerated in that chapter.

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. Effective Date. This Agreement shall become effective immediately upon its execution by both Parties.

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

ATTEST:

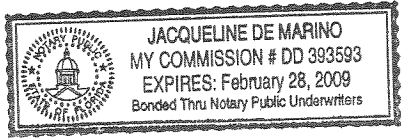
THE SEMINOLE COUNTY HOUSING AUTHORITY

By: *O. Longley*
Print Name: OLIVER WAYNE LONGLEY
Its: EXECUTIVE DIRECTOR

Date: 3 MARCH 2005

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 3 day of MARCH, 2005, before me, an officer duly authorized in the State and County aforesaid to _____ take _____ acknowledgments, _____ personally _____ appeared OLIVER WAYNE LONGLEY and N/A, as EXECUTIVE DIRECTOR and N/A, respectively, of the Seminole County Housing Authority (SCHA), who are personally known to me or who have produced _____ and _____, respectively, as identification. ^{HE} They have acknowledged before me that they executed the foregoing instrument as officers and on behalf of the SCHA.



Jacqueline De Marino
Print: JACQUELINE DEMARINO
Notary Public in and for the
County and State
Aforementioned:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Monthly Report
- Exhibit "D" - SHIP Program End of Year Report
- Exhibit "E" - Restrictive Covenant

EXHIBIT "A"

GENERAL SCOPE OF SERVICES

THE SEMINOLE COUNTY HOUSING AUTHORITY
SHIP FUNDED PROJECT FOR PROGRAM YEAR 2004-2005

The terms used herein shall have the same meanings ascribed to them in Section 2 of the Agreement to which this Exhibit is attached. SCHA shall specifically provide the following Project services:

1) Rehabilitation of the Property to provide a minimum of thirty (30) affordable housing units for Very Low Income households. Said rehabilitation Project shall consist of the following components:

- (a) replacement of twenty (20) interior doors;
- (b) replacement of thirty (30) exterior doors;
- (c) replacement of heating and air conditioning systems in (30) units;
- (d) improvements and expansion of the children's playground and "Tot Lot" on the Property.

Said Project shall further include all necessary inspections, preparation of cost estimates, preparation of work specifications and bid documents.

2) Obtaining bids by qualified contractors for the construction activities set forth herein as required by law. All contractor bids shall be provided to and approved by the COUNTY. No contractor shall be employed until written approval is provided by the COUNTY.

3) Submission of payment requests to the COUNTY on behalf of contractors and vendors and verification of the information provided in said payment requests.

4) Upon completion of the rehabilitation Project, administer and rent the units to Very Low Income households in Seminole County for a period ending not earlier than June 30, 2020. Such administration shall include:

- (a) Advertising, if necessary;
- (b) Income verification of prospective renters;
- (c) Maintenance of a waiting list, if necessary; and
- (d) Assessment of rental fees in accordance with SHIP rules and regulations.

EXHIBIT "B"

PROJECT BUDGET
THE SEMINOLE COUNTY HOUSING AUTHORITY

Implementation Expenses	
ACTIVITY	SHIP FUNDS
(1) Replacement of twenty (20) interior doors in selected units; (2) Replacement of thirty (30) exterior doors; (3) Replacement of heating and air conditioning systems in (30) units; (4) Improvements and expansion of the children's playground and "Tot Lot" on the Property	\$231,500.00
Post Rehabilitation Administrative Costs	\$0
Total	\$231,500.00

EXHIBIT C

SUBRECIPIENT MONTHLY REPORT

Status Report for Month of _____

SUBRECIPIENT: SEMINOLE COUNTY HOUSING AUTHORITY

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
Rehabilitation	\$231,500					
TOTAL	\$231,500					

Any other special accomplishments:

Signed: _____

Exhibit "D"

SHIP PROGRAM END OF YEAR REPORT

Seminole County Housing Authority

Provide information only on units for which Program funds have been expended.

NAME OF LOCAL ENTITY:

Submittal Date:

A Strategy Description Location of Activity		B Number of Households			C Characteristics/Age (Head of Household)				D Family Size			E Race (Head of Household)						F Special Needs (Any Member of Household)			
		Units Produced			0-25	26-40	41-61	62+	person	2-4	5+	White	Black	Hispanic	Asian	Indian	Other	Worker	Disabled	Homeless	Other
		Low	Low	Total																	
1	Rehabilitation of SCHA Very Low Income housing units located at 662 Academy Place Oviedo, Florida 32765																				
Totals		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

This document was prepared by:
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

EXHIBIT E

RESTRICTIVE USE COVENANT

^{1st} THIS RESTRICTIVE USE COVENANT is made and entered into this day of MARCH, 2005, by the Seminole County Housing Authority, 662 Academy Place, Oviedo, Florida 32765 ("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 "COUNTY").

W I T N E S S E T H:

WHEREAS, GRANTOR and the COUNTY entered into that certain SHIP Program Subrecipient Agreement for Program Year 2004-2005" (the "Agreement") for the benefit of GRANTOR, whereby GRANTOR has agreed to rehabilitate up to thirty (30) Very Low Income household residential units on its property located at 662 Academy Place, Oviedo, Florida 32765, the legal description and property identification for which is as follows:

LOTS A, B, C, D, E, F, G AND 4, MARTIN'S PLAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY

Parcel Identification No.: 15-21-31-501-0000-00A0

(the "Property") and;

WHEREAS, GRANTOR has agreed to use the rehabilitated housing structures exclusively for the benefit of Very Low Income households; and

WHEREAS, pursuant to the Agreement, the COUNTY has paid or will pay to GRANTOR the sum of TWO HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$231,500.00) for the purpose of rehabilitating up to thirty (30) of the residential units on the Property;

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the rehabilitation of the Property, GRANTOR hereby covenants as follows:

1. The recitals stated hereinabove and in the above referenced Agreement are incorporated herein by reference and made a part hereof.

2. The use restriction covenants contained herein shall run with the land and shall be binding upon SCHA, its successors and assigns of its interests in the Property in favor of and for the exclusive benefit of the COUNTY.

3. The Property shall be used solely for the provision of affordable housing units and children's playground facilities to Very Low Income households until June 30, 2020 (the "Affordability Period") and for the location of SCHA's administrative offices.

4. The uses of the Property shall at all times be in compliance with all local, State and Federal laws and regulations, including particularly those regarding the provision of affordable housing.

5. Prior to the expiration of the Affordability Period, this Restrictive Use Covenant may only be extinguished or released by an express, written and duly recorded instrument to that effect executed by the Chairman of the Seminole County Board of County Commissioners upon Board approval thereof.

IN WITNESS WHEREOF, SCHA has executed this instrument on the day and year first above written.

ATTEST:

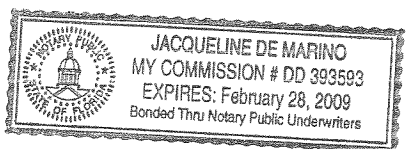
THE SEMINOLE COUNTY HOUSING AUTHORITY

By: *O. Longley*
Print Name: OLIVER W. LONGLEY
Its: EXECUTIVE DIRECTOR

Date: 3 MARCH 2005

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 3 day of MARCH, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, _____ personally appeared OLIVER W. LONGLEY and NA, as EXECUTIVE DIRECTOR and N/A, respectively, of the Seminole County Housing Authority (SCHA), who are personally known to me or who have produced _____ and _____, respectively, as identification. ^{HE} They have acknowledged before me that they executed the foregoing instrument as officers and on behalf of the SCHA.



Jacqueline De Marino
Print: JACQUELINE DEMARINO
Notary Public in and for the County and State aforementioned

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney