

### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** 2003-2004 HOME Program Tenant-Based Rental Assistance Subrecipient with the Agreement Seminole County Housing Authority

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

**AUTHORIZED BY:** Donald Fisher    **CONTACT:** Robert Heenan    **EXT.** 7380

<b>Agenda Date</b> <u>05/25/04</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a 2003-2004 HOME Program Tenant-Based Rental Assistance Subrecipient Agreement with the Seminole County Housing Authority.

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**BACKGROUND:**

On July 22, 2003 the Board of County Commissioners approved the 2003-2004 One-Year Action Plan of the 2000-2005 Consolidated Plan. The plan includes HOME funding in the amount of \$700,000 for rental assistance to very low income eligible households and \$56,000 in HOME funds for the administration of the Tenant-Based Rental Activity (TBRA).

In partnership with the County, the Seminole County Housing Authority (SCHA) will be able to assist a minimum of 39 households with up to 18 of those households enrolled in the TBRA Self-sufficiency Program. Each household is eligible to receive a rental deposit and monthly rental assistance at affordable HOME rental rates.

Staff recommends and the Board is requested to execute the attached Subrecipient Agreement.

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	<u>[Signature]</u>
Other:	<u>CR</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No – cpdc02	

SEMINOLE COUNTY/SEMINOLE COUNTY HOUSING AUTHORITY  
TENANT BASED RENTAL ASSISTANCE SUBRECIPIENT AGREEMENT  
PROGRAM YEAR 2003-2004

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, 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," for the use and benefit of its HOME Investment Partnerships (HOME) Program and **SEMINOLE COUNTY HOUSING AUTHORITY**, a public body corporate organized under the laws of the State of Florida, whose principle place of business 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 made application for HOME Program funds and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in 24 Code of Federal Regulations (CFR) Part 92; hereinafter referred to as the "HOME Program;" and

**WHEREAS**, the COUNTY has submitted a consolidated plan to receive HOME Program funds; and

**WHEREAS**, the COUNTY desires to engage SCHA to render certain services necessary to accomplish the COUNTY's affordable housing goals; and

**WHEREAS**, the COUNTY and SCHA desire to enter into an agreement to implement certain HOME Tenant Based Rental Assistance activities

within Seminole County, Florida from funds allocated to COUNTY for the 2003-2004 fiscal year; and

**WHEREAS**, the Tenant Based Rental Assistance activities under this Agreement consist of providing rent and security deposit assistance payments to Very Low income households:

**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 agree as follows:

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

**Section 2. Definitions.**

**"CD Administrator"** - the COUNTY's Community Resources Division Manager.

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

**"HOME Program"** - the HOME Investment Partnerships Program as authorized by 42 U.S.C. section 12.701, et seq.

**"HOME regulations"** 24 CFR Part 92 and supplemental, additional, or successor provisions.

**"Housing activities"** - those subsidized and funded housing assistance programs authorized under Title 24, Code of Federal Regulations involving SCHA, including the Tenant Based Rental Assistance Program as defined herein.

**"Low income"** - gross household income that does not exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the Agreement.

**"Planning & Development Department"** - the Director of the COUNTY Planning and Development Department or their designee.

**"Tenant Based Rental Assistance" or "TBRA"** shall mean that program for rental assistance and security deposit payment assistance on behalf of Low income and Very Low income households and certain preferences and non mandatory services for persons with special needs as described in 24 CFR section 92.209.

**"Very Low income"** - gross household income that does not exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the Agreement.

**Section 3. Statement of Work (Use of HOME Funds).**

(a) SCHA, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all services implied, described, or referred to in Exhibit "A," Scope of Services, 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.

(b) The parties recognize that the Agreement is for payment by SCHA of Tenant Based Rental Assistance payments to landlords and/or management companies on behalf of tenant based rental assistance clients and is for the costs of implementing certain housing activities. The parties further recognize and agree that the Agreement is directly

related to implementing the COUNTY's Tenant Based Rental Assistance Program as included in and authorized by the HOME Program.

**Section 4. Term.** The COUNTY shall pay SCHA for the services described in Exhibit "A," completed by SCHA prior to November 30, 2006, unless the Agreement is otherwise amended or extended by written agreement of the parties. Such services shall be performed as set forth in the time schedule attached hereto and incorporated herein as Exhibit "B," Time Schedule, and in accordance with applicable requirements of the Agreement and HUD. Payment of funds shall be contingent thereupon. This Agreement shall be effective upon execution by both parties. The requirements set forth in Sections 6, 7, 9, 12, 13, 15, 16, 17, 18, 22 and 25 hereunder shall survive the term of the Agreement as a whole.

**Section 5. Consideration and Limitation of Costs.** The COUNTY shall pay SCHA for the services described in Exhibit "A" in accordance with HOME regulations and this Agreement an amount not to exceed SEVEN HUNDRED FIFTY-SIX THOUSAND AND NO/100 DOLLARS (\$756,000.00) as set forth in Exhibit "C," Budget and Financial Information, attached hereto and incorporated herein.

**Section 6. Requests for Disbursement of Funds.**

(a) Payments to SCHA by the COUNTY shall be on an invoice basis. Payments to SCHA by the COUNTY shall be contingent upon SCHA's submittal of acceptable documents to the COUNTY verifying that each household assisted by SCHA is eligible for initial and continuing rental subsidies for eligible very low income households and appropriate deposits in accordance with HOME Regulations.

(b) SCHA shall submit to the COUNTY during the performance hereof the following:

(1) A cumulative statement of all costs of services for the period from commencement through the end of the report period for which the statement is submitted; and

(2) A statement of all costs of services for the current report period categorized by budget line item and consistent with Exhibit "C".

(c) Upon receipt of the above enumerated documentation and a Request For Funds Reimbursement Report, attached hereto and incorporated herein as Exhibit "D," the COUNTY shall initiate the payment process. Reimbursement to SCHA shall be as soon as practicable; provided, however, that if SCHA has performed services in full compliance with this Agreement, HOME regulations, and applicable laws, rules and regulations, payment shall be made by the COUNTY to SCHA within thirty (30) days of receipt of acceptable documentation by the COUNTY.

(d) All disbursements by SCHA shall be fully documented to the satisfaction of the COUNTY so as to be available upon request for inspection or audit in accordance with the Agreement and Florida law, or as otherwise may be reasonably required by the COUNTY.

(e) SCHA shall, in conjunction with the final payment request, transfer to COUNTY a full and complete copy of all client files, project files, and all other documents related to any funding hereunder provided by COUNTY.

(f) Within thirty (30) days after completion of all services to be performed hereunder, SCHA shall render a final and complete state-

ment to COUNTY of all costs and charges for services not previously invoiced. The COUNTY shall not be responsible for payment of any charges, claims, or demands of SCHA not received within the thirty (30) day period.

**Section 7. Reporting Requirements.** SCHA shall fully complete and provide to COUNTY prior to the 15<sup>th</sup> day of each month during the Agreement the Monthly Report attached hereto and incorporated herein as Exhibit "E". Failure by SCHA to submit a Monthly Report shall allow the COUNTY to withhold payment on the next Request for Funds Reimbursement Report submitted by SCHA until the required report is submitted as mandated herein. SCHA shall also include in the reports an estimated completion date for the activity. In addition, the reports shall summarize work progress, timetables, and financial information for monitoring and evaluating all aspects of project activities. At completion of the project, SCHA shall submit an End of Year Report, attached hereto and incorporated herein as Exhibit "F". Failure by SCHA to submit the End of Year Report shall allow the COUNTY to withhold final payment to the SCHA until such report is submitted to the COUNTY as required herein. The reports shall be provided as part of the financial reimbursement process. The COUNTY shall have access to and be provided copies and transcripts of SCHA's records as necessary in the determination of the COUNTY or HUD to accomplish this obligation.

**Section 8. Unavailability of Funds.** If the COUNTY learns that funding from the Federal government cannot be obtained or continued this Agreement may be terminated immediately at the option of the COUNTY by written notice of termination to SCHA as provided hereinaf-

ter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCHA after SCHA has received such notice of termination. In the event there are any unused or returned COUNTY funds, SCHA shall promptly refund those funds to the COUNTY.

**Section 9. Compliance with Federal and State Law and Uniform Administrative Requirements.** SCHA 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:

(a) Federal Statutes.

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

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

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

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(b) Uniform Administrative Requirements.

(1) "OMB Circular A-87 "Cost Principles For State, Local and Indian Tribe Governments";

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

(3) 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”;

(4) OMB Circular No. A-122 “Cost Principles for Non-Profit Organizations”; and

(5) OMB Circular No. A-133, addressing auditing procedures involving grants of more than \$500,000.00.

(c) 24 CFR 84 - “Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” specifically the following sections:

(1) 24 CFR 84.2 - “Definitions”;

(2) 24 CFR 84.5 - “Subawards”;

(3) 24 CFR 84.13, 84.14, and 84.16 - “Debarment and Suspension; Drug Free Work Place” “Special Awards Conditions” and “Resource Conservation and Recovery Act”;

(4) 24 CFR 84.21 - “Standards for Financial Management Systems”;

(5) 24 CFR 84.22 - “Payment”;

(6) 24 CFR 84.26-84.28 - “Non-Federal Audits”, “Allowable Costs” and “Period of Availability of Funds”;

(7) 24 CFR 84.30 - “Purpose of Property Standards”;

(8) 24 CFR 84.31 - “Insurance Coverage”;

(9) 24 CFR 84.34-84.37 - “Equipment”, “Supplies and Other Expendable Property”, “Intangible Property” and “Property Trust Relationship”;

(10) 24 CFR 84.40-84.48 - “Purpose of Procurement Standards”, “Recipient Responsibilities”, “Codes of Conduct”,

"Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions";

(11) 24 CFR 84.51 - "Monitoring and Reporting Program Performance";

(12) 24 CFR 84.60-84.62 - "Purpose of Termination and Enforcement", "Termination", and "Enforcement";

(13) 24 CFR 84.72 - "Subsequent Adjustments and Continuing Responsibilities"; and

(14) 24 CFR 84.73 - "Collection of Amounts Due".

(d) HOME Program Requirements. SCHA shall fully comply with the HOME regulations, contained within 24 CFR, Part 92, including particularly the following:

(1) Section 92.209 - "Tenant Based Rental Assistance: Eligible Costs and Requirements";

(2) Section 92.216 - "Income Targeting: Tenant Based Rental Assistance and Rental Units";

(3) Section 92.251 - "Property Standards";

(4) Section 92.252 - "Qualifications as affordable housing: rental housing";

(5) Section 92.257 - "Faith Based Activities";

(6) Section 92.350 - "Other Federal Requirements";

(7) Section 92.351 - "Affirmative Marketing; minority outreach program";

(8) Section 92.353 - "Displacement, Relocation, and Acquisition";

- (9) Section 92.354 - "Labor";
- (10) Section 92.355 - "Lead based paint";
- (11) Section 92.356 - "Conflict of Interest";
- (12) Section 92.358 - "Consultant Activities";
- (13) Section 92.504 - "Participating jurisdiction Responsibilities; written agreements; on-site inspections";
- (14) Section 92.505(b) - "Applicability of Uniform Administrative Requirements"; and
- (15) SCHA shall not assume COUNTY responsibilities for environmental review under 92.352 and the intergovernmental process under 92.357. However, SCHA is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations, nor is SCHA released from any environmental pollution that it may cause or have caused and SCHA shall assume full liability therefore.

(e) Compliance with State and Local 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:

- (1) Chapter 112, Florida Statutes - "Public Officers and Employees: General Provisions";
- (2) Chapter 119, Florida Statutes - "Public Records";
- (3) Section 216.347, Florida Statutes - "Disbursements of grants and aids appropriations for lobbying prohibited";
- (4) All written procedures and policies issued by the COUNTY regarding implementation of the COUNTY SHIP Program;

(5) Chapter 67-37, Florida Administrative Code;

(6) Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership"; and

(7) 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 10. Prior Written Approvals - Summary.** The following includes, but is not all inclusive of, activities requiring the prior written approval of the COUNTY for payment:

(a) Initiation of new activities not referred to in this Agreement or changes to location of or deletion of any activity; and

(b) Extensions to this Agreement.

**Section 11. Project Publicity.** Any news release, project sign, or other type of publicity pertaining to the project as stated herein, shall recognize the Seminole County Board of County Commissioners as the recipient funded by HUD to provide funds to SCHA.

**Section 12. Management Assistance.** The CD Administrator or designee shall be reasonably available to SCHA to provide guidance on HOME regulations; provided, however, that this provision shall not be construed to relieve SCHA from any duties or obligations set forth herein.

**Section 13. Maintenance of Records.**

(a) SCHA shall, at a minimum, maintain all records required by Federal, 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 project funds and compliance with the Agreement.

(c) SCHA shall maintain all necessary financial records as required by Federal and State law and ensure maintenance of financial records relative to the following matters:

(1) Rents and security deposits paid by SCHA on behalf of income qualified tenants.

(2) Items purchased and paid for through standard procedures adopted by SCHA: invoices and copies of canceled checks.

(3) Agreements: the contract, billings, and copies of canceled checks.

(d) SCHA shall perform an annual audit of tenant based rental assistance activities, in accordance with Federal OMB Circular A-133. Copies of all audits regarding or otherwise relating to the use of these funds shall be provided to the COUNTY and the CD Administrator. The audit shall include an opinion of compliance or non-compliance with the regulations listed in Section 9 of this Agreement.

(e) All records 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 pertaining to this Agreement made by any Federal, State, or local agency. SCHA shall retain records and supporting documentation related to this Agreement for a

minimum of five (5) years after resolution of the final audit and in accordance with Florida law.

**Section 14. Evaluation.** SCHA shall provide the COUNTY, in a form prescribed by COUNTY, Monthly Reports summarizing the amount of the COUNTY's Tenant Based Rental Assistance Program funds obligated and expended for each household assisted by the housing activities. Included in the Monthly Reports shall be a summary of demographic data for each housing unit identified for assistance and each housing activity. SCHA shall provide those reports as part of the financial reimbursement process no later than the 15<sup>th</sup> day of each month during the term of this Agreement. The COUNTY shall be provided copies and transcriptions of any records deemed necessary by the COUNTY to accomplish the foregoing process.

**Section 15. Non-Expendable Property.** Any non-expendable personal property acquired by SCHA to perform the projects stated herein and approved by the COUNTY hereunder shall be subject to Federal, State, and local regulations including, but not limited to, the provisions on use and disposition of property. At the termination of the Agreement, any grant funded non-expendable personal property shall be made available to the COUNTY and HUD, in accordance with the aforesaid provisions.

**Section 16. Liability.** Except for reimbursement 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 SCHA performs 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 the COUNTY and any other person, firm, entity, or corporation supplying any work, labor, services, goods, or materials to SCHA as a result of services to COUNTY hereunder.

**Section 17. Subcontracts.** All contracts made by SCHA to perform the activities described in Exhibit "A" shall comply with applicable laws, rules, regulations, ordinances, and resolutions set forth in the Agreement. The COUNTY shall be notified of any such contracts. Any additional work or services subcontracted hereunder by SCHA shall be specified by written agreement and subject to this Agreement.

**Section 18. Indemnification.**

(a) SCHA 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 or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the loss of any funds paid to SCHA, or in any way resulting out of or from any conduct, misconduct, negligence, fraud, defalcation, dishonesty or failure of SCHA, including, but not limited to, the failure to comply with any law, rule or regulation, or by reason or as a result of any act or omission of SCHA in the performance of the 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 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 the

Agreement or any other matter relating to the Agreement, the COUNTY shall give notice in writing thereof to SCHA by registered or certified mail addressed to SCHA at the address hereinafter 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 19. Insurance.** SCHA shall ensure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents and vendors is adequate and sufficient for the activities performed pursuant to this Agreement. SCHA shall ensure that the insurance requirements imposed on all vendors, contractors, and agents conform to and comply with this Agreement and applicable Federal, State, and local regulations. SCHA shall require all such persons to name both SCHA and the COUNTY as additional insureds in the insurance policy required hereunder and to provide proof of adequate insurance at or prior to the time of commencement of services or goods to SCHA.

**Section 20. Non-Assignability.** Neither party shall assign the Agreement nor any interest herein without the prior written consent of the other party.

**Section 21. 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 22. Program Income.** In the event that any program income (returned funds) is received by SCHA during or after the term of this Agreement, SCHA shall immediately return such monies to the COUNTY.

**Section 23. Enforcement of Agreement.**

(a) Failure by SCHA to fully comply with any applicable Federal or State law or regulation or local ordinance shall be deemed a material breach of this Agreement. In the event of such breach, COUNTY shall have the right to immediately terminate this Agreement and be entitled to obtain repayment of any HOME funds previously paid to SCHA.

(b) The COUNTY may immediately suspend or terminate the Agreement if SCHA materially fails to comply with any term, understanding, or covenant herein. The Agreement may also be terminated for convenience for mutual convenience or partial termination for specified reasons allowed by the HOME regulations.

(c) This Agreement may be terminated by either party at any time, upon not less than thirty (30) days written notice delivered to the other party, or at the option of the COUNTY, immediately in the event that SCHA fails to fulfill any of the terms, understandings, or covenants of the Agreement.

**Section 24. Misuse of Funds.** Should any of the funds paid by the COUNTY pursuant to this Agreement be misused or misappropriated by SCHA, such occurrence shall be an event of default hereunder. Said funds shall be immediately due and payable to the COUNTY. The COUNTY may send a letter to SCHA demanding payment of said monies and once

recorded, said letter shall constitute a lien upon all personal and real property of SCHA.

**Section 25. Reversion of Assets.** Upon expiration of the Agreement, SCHA shall transfer to the COUNTY any HOME Program funds remaining and any accounts receivable attributable to the use of HOME Program funds pursuant to 24 CFR section 92.504(c)(2)(vii). SCHA shall not be allowed to acquire any real property from HOME funds allocated to SCHA under this Agreement.

**Section 26. Certification Regarding Lobbying.** SCHA certifies by its signature hereunder, that to the best of its knowledge and belief:

(a) No Federal 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 an officer or employee of any agency, a member of the Congress, an officer or employee of the Congress, or an employee of a member of the Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

(b) If any funds other than HOME Program funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the Congress, an officer or employee of Congress, or any employee of a member of the Congress in connection with this contract, grant, loan, or cooperative agreement, SCHA shall promptly prepare and submit Federal OMB form SF-

LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

**Section 27. 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, 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 of the Agreement. Any responsibility of SCHA provided under this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

**Section 28. Entire Agreement. 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 the Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

**Section 29. Notices.** Whenever either party desires to give notice unto the other, notice shall be sent to:

**For COUNTY:**

CD Administrator (Community Development Office)  
Planning and Development Department  
1101 E. First St.  
Sanford, FL 32771

**For SCHA:**

Executive Director  
Seminole County Housing Authority  
662 Academy Place  
Oviedo, FL 32765

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notice.

**Section 30. Conflict of Interest.**

(a) SCHA agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government or 24 CFR 92.356 "Conflict of Interest" of the HOME Program.

(b) SCHA hereby certifies that no officer, agent, or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly in the business of SCHA to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, SCHA hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

(d) SCHA shall further comply with Section 220.115 of the Seminole County Code prohibiting the use of public monies for unethical purposes involving COUNTY personnel.

(e) Violation of any portion of this Section shall be deemed a material breach of this Agreement resulting in unilateral termination of this Agreement by COUNTY.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed on the date hereinabove first written.

*Oliver W. Longley*  
OLIVER W. LONGLEY, Secretary

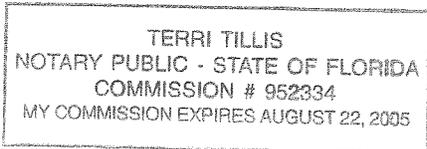
SEMINOLE COUNTY HOUSING AUTHORITY  
By: *Renee P. Telson*  
RENEE P. TELSON, President  
Date: 4-27-04

STATE OF FLORIDA        ]  
  ]  
COUNTY OF SEMINOLE    ]

I HEREBY CERTIFY that, on this 27<sup>th</sup> day of April, 2005 before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RENEE P. TELSON and OLIVER W. LONGLEY, as President and Secretary, respectively, of SEMINOLE COUNTY HOUSING AUTHORITY., a public body corporate organized under the laws of the State of Florida, who are personally known to me or who have produced Personally known as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(NOTARY SEAL)

*TERRI TILLIS*  
Print Name: TERRI TILLIS  
Notary Public in and for the  
County and State Aforementioned



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, 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  
4/12/04  
scha 2004

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Time Schedule
- Exhibit "C" - Budget and Financial Information
- Exhibit "D" - Request For Funds Reimbursement Report
- Exhibit "E" - Monthly Report
- Exhibit "F" - End of Year Report
- Exhibit "G" - HOME Program TBRA Set Up Report

## EXHIBIT "A"

### SCOPE OF SERVICES

#### SCHA Tenant-Based Rental & Security Deposit Assistance

**SCHA** shall provide security deposits and rental payments to owners of Seminole County rental property, and eligible utility payments to utility companies, on behalf of eligible very low income tenant households for a period not to exceed 24 months per tenant household. The rental assistance funded under this Agreement shall be provided from HOME Program funds. Administrative funds shall be provided from HOME Contracted Services Program funds.

**SCHA** shall market the TBRA program, income qualify and program qualify tenant applications, provide a letter of eligibility to each tenant household to be assisted, inspect each selected dwelling unit and document that each unit at a minimum meets Section 8 Housing Quality Standards (HQS) requirements, execute contracts with each tenant household and landlord in compliance with HOME Regulation 24 CFR 92.504 (a), (b) and (c) (5) (iii), provide rental/deposit payments to the landlord, ensure that the landlord maintains the unit in at least a Section 8 HQS condition, and provide 30- and 60-day notices to each assisted tenant household to inform them of the impending expiration of assistance.

#### **PRIORITIES FOR TENANT SELECTION**

Tenants are to be selected based on a marketing and selection plan, consistent with the requirements of 24 CFR section 92.209(c), prepared by **SCHA** and approved by Seminole County.

Due to the finite period of housing assistance, one of the primary tenant selection criteria must be the tenant's future potential for securing standard housing apart from TBRA assistance. The assessment of potential should include any anticipated change in the tenant's financial capacity as well as the anticipated availability of standard affordable housing. The standard housing availability might include public housing, Section 8 or market housing, considering the tenant's position on the respective waiting list and **SCHA's** assessment of the likelihood of such housing becoming available.

The tenant selection plan should include the following priorities:

1. A tenant already receiving rental assistance from Seminole County's HOME Program, whose lease is expiring, who has no standard housing alternatives, and who has only received one year of assistance, provided that **SCHA** refers the head-of-household and/or other adult family members to training and employment services which are expected to produce self-sufficiency by the time of expiration of the assistance, OR takes steps to secure the tenant standard affordable housing which will be available by the time of TBRA expiration. This type of extension may be provided one time only.
2. A tenant referred by the **COUNTY**, who is enrolled in an education or job-training program, the successful completion of which will enable self-sufficiency by the time of expiration of the assistance.
3. Households that demonstrate future potential for securing standard affordable housing based on the above-described assessment of potential.

A minimum of **18 "slots"** for TBRA shall be set aside for referrals by the Seminole County Community Development Administrator (CD Administrator). Referrals shall be notified by **SCHA** when **SCHA** is ready to take applications and shall be provided 60 days to make application. Referrals shall also be advised of the status of their applications. At the end of 60 days, any remaining slots may be filled from **SCHA's** rental assistance waiting list on a first-come, first-income qualified basis. **TBRA assistance shall not be provided to households that currently reside in public housing nor shall TBRA funds be provided to households currently receiving any type of government housing subsidy assistance other than Seminole County's HOME Program.**

## EXHIBIT "B"

### TIME SCHEDULE

#### SCHA Tenant-Based Rental & Security Deposit Assistance

##### PROJECTED ACCOMPLISHMENTS/TIMELINES

**SCHA** shall, within the first six months from the date of the execution of this Agreement, encumber at least ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) of TBRA (HOME) funds for eligible tenants. If any of these funds remain unencumbered as evidenced by the Project Set-Up Report, all remaining TBRA (HOME) funds shall be automatically recaptured by the **COUNTY**. All funds shall be expended within the term of this Agreement. **SCHA** shall report the number of housing units assisted with HOME Program funds during the term of the Agreement. **SCHA shall provide housing services necessary to assist a minimum of thirty-nine (39) eligible households during the term of the Agreement.**

##### REPORTING/DOCUMENTS COMPLIANCE

Within 30 days from the date of this Agreement, **SCHA** shall provide to the **CD Administrator** a copy of its TBRA Program Operations Manual in compliance and consistent with HOME Program regulations as provided for in 24 CFR section 92.209, Tenant-Based Rental Assistance: Eligible Costs and Requirements. The operations manual shall include, but not be limited to, 1) program design and implementation policies/procedures in accordance with the Section 8 Certificate/Voucher Program found at 24 CFR sections 98 and 882; 2) program objectives (i.e. provision of rental and security deposit payments to assist eligible very low income households) including terms of the grant; 3) detailed tenant selection policies and criteria, including Federal and local preferences, etc.; 4) term of rental assistance and renewal policies subject to availability of HOME funds; 5) copy of lease in compliance with 24 CFR section 92.253(a), (b) and (c); verification by **SCHA** that an owner of rental housing has adopted written tenant selection policies in accordance with 24 CFR section 92.253 (d); 6) maximum rental subsidy limits and minimum tenant rental contribution requirements; 7) rent reasonableness standards; 8) tenant income verification procedures and income re-certification requirements; 9) briefing and issuance of TBRA certificate; 10) grounds for termination of assistance, including landlord issues/procedures; 11) Section 8 Housing Quality Standards compliance requirements, including sample documents and checklists used for initial inspections and annual re-inspections; 12) move-out and close-out inspection procedures; 13) owner or family debt claims, including complaints and appeals process; and 14) other program objectives, as applicable.

##### OCCUPANCY

Households receiving assistance under the Agreement must reside in single family or multifamily housing units within Seminole County and are free to locate housing within Seminole County of their own choosing as long as it satisfies HOME Program regulations (terms of residency, Section 8 HQS, amount of assistance, rent levels, etc.) and applicable and appropriate **SCHA** rules and requirements. **SCHA** and owners of rental units shall comply with the County's current and applicable Anti-Displacement Strategy. The lease between a tenant and an owner of rental housing assisted with HOME funds must be for no less than 12 months unless agreed upon between tenant and landlord and approved by **SCHA**, nor more than 24 months under this Agreement. The Agreement between the tenant and the owner must be in compliance with and may not contain any of the prohibited provisions cited at 24 CFR section 92.253 of the HOME Program regulations.

**EXHIBIT C**  
**BUDGET AND FINANCIAL INFORMATION**  
**SCHA Tenant-Based Rental & Security Deposit Assistance**

Funds for the activity governed by the Agreement will come from the following sources:

<b>Activity</b>	<b>Funding Source</b>	<b>Amount</b>
Tenant-Based Rental Assistance	2003-2004 HOME	\$700,000.00
Administrative expenses (Contracted Services)	2003-2004 HOME	\$56,000.00
<b>TOTAL:</b>		<b>\$756,000.00</b>

HOME Program funds must be encumbered as evidenced by a Project Set-up Report (EXHIBIT G) and submitted to the **COUNTY** before the **COUNTY** will make any payment. All HOME funds must assist eligible very low income (50% of the Area Median Income for the Orlando Metropolitan Statistical Area) tenant households. If **SCHA** does not encumber at least ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) of TBRA (HOME) funds for eligible tenants, within the first six months from the date of the execution of this Agreement, all remaining unencumbered and/or unexpended funds will be automatically recaptured by the **COUNTY** without further notice to **SCHA**.

Rental payments and security deposits shall be made directly to landlords by **SCHA** on behalf of selected eligible tenant households. Monthly rental payments are to be based on the difference between the tenant's ability to pay (30% of gross income), and the lesser of: the amount necessary to rent a standard dwelling or the actual amount of the rental dwelling. Specifics of the per-household computation will be contained in **SCHA's** TBRA Program Operations Manual.

Administrative expenses made to the **SCHA** for operating this activity shall be based on fee-for-service, not to exceed up to \$56,000 during the term of the Agreement, provided in the amount of \$54 per month for every eligible household residing in eligible housing units. **SCHA** understands that, since some TBRA funds may remain after all administrative expenses are exhausted, as such; **SCHA** will assist any additional eligible households with no additional administrative expenses until all TBRA funds are exhausted.

EXHIBIT "D"

SEMINOLE COUNTY COMMUNITY DEVELOPMENT  
REQUEST FOR FUNDS REPORT  
(FISCAL YEAR 2003-2004)

COMMUNITY DEVELOPMENT STAFF USE ONLY (CONTRACT # _____)		
ACCOUNT # _____	PROJECT # _____	Amount \$ _____
ACCOUNT # _____	PROJECT # _____	Amount \$ _____

SECTION I – REQUEST FOR FUNDS

1. SUBRECIPIENT NAME: Seminole County Housing Authority
2. ADDRESS: 662 Academy Place, Oviedo, FL 32765
3. REQUEST DATE: \_\_\_\_\_
4. REQUEST NO.: \_\_\_\_\_ FINAL REQUEST: YES \_\_\_ NO. \_\_\_
5. CONTACT PERSON: O. Wayne Longley
6. TELEPHONE NUMBER: (407) 365-3621

COMPLETE SECTION II EXPENSE SUMMARY BEFORE GOING TO ITEMS 7-12.

7. FUNDS ARE HEREBY REQUESTED FOR EXPENDITURES INCURRED IN THE MONTH(S) OF: \_\_\_\_\_  
\_\_\_\_\_
8. TOTAL CASH EXPENDITURES FROM START OF  
SUBGRANT TO DATE (FROM SECTION II, LINE 2D.): \$ \_\_\_\_\_
9. CASH RECEIPTS (ENTER TOTAL CASH EXPENDITURES  
REPORTED ON THE PREVIOUS "EXPENSE REPORT AND  
REQUEST FOR FUNDS")  
FROM START OF SUBGRANT TO DATE: \$ \_\_\_\_\_
10. REIMBURSEMENT FUNDS REQUESTED FOR THIS  
PERIOD (LINE 8 MINUS LINE 9) \$ \_\_\_\_\_
11. SUBMITTED BY: \_\_\_\_\_ 13. TITLE: \_\_\_\_\_
12. AUTHORIZED SIGNATURE: \_\_\_\_\_

(This form is for reproduction or copying by Recipient and should summarize the total payment request for all units assisted.)

### SECTION III – STATUS REPORT FY 2003 – 2004

1. SUBRECIPIENT NAME: Seminole County Housing Authority
2. STATUS REPORT FOR THE MONTH OF: \_\_\_\_\_
3. ACTIVITY NAME: Tenant Based Rental Assistance
4. ESTIMATED PROJECT/ACTIVITY COMPLETION DATE: \_\_\_\_\_
5. PERCENT OF PROJECT/ACTIVITY COMPLETED TO DATE: \_\_\_\_\_
6. DESCRIBE SPECIFIC WORK TASKS AND QUANTIFIED ACCOMPLISHMENTS COMPLETED THIS MONTH.
  
7. DESCRIBE PROJECT/ACTIVITY SUCCESSES, OR PROBLEMS ENCOUNTERED AND THEIR SOLUTIONS.
  
8. DISCUSS ANY ANTICIPATED PROBLEMS OR CONCERNS WITH THE PROJECT/ACTIVITY THAT THE COMMUNITY DEVELOPMENT OFFICE COULD PROVIDE ASSISTANCE TO RESOLVE.

# EXHIBIT E

## SUBRECIPIENT REPORT

Status Report for Month of \_\_\_\_\_

### I. SUBRECIPIENT INFORMATION

Subrecipient Seminole County Housing Authority  
Mailing Address 662 Academy Place Contact Person O. Wayne Longley  
Oviedo, Florida Telephone 407-365-3621

### II. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

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### III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
HOME TBRA 2003-2004	\$700,000.00				
HOME Administrative Expenses (Contracted Services) 2003-2004	\$56,000.00				
TOTAL	\$756,000.00				

Any other special accomplishments:

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Signed: \_\_\_\_\_

**EXHIBIT F**  
**END OF YEAR REPORT**

FISCAL YEAR---2003—2004

NAME OF ORGANIZATION: Seminole County Housing Authority

Type of service provided: \_\_\_\_\_

Total number of people served: \_\_\_\_\_

Total number of groups/sessions performed: \_\_\_\_\_

<b>TOTAL NUMBER OF HOUSEHOLDS/PERSONS DIRECTLY ASSISTED IN COLUMN "A"</b>								
No. of Household/ Persons Assisted	Low and Moderate Income	Very Low Income	White not Hispanic Origin	Black not Hispanic Origin	American Indian / Alaskan Native	Hispanic	Asian / Pacific Islander	Female Headed Household
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>

Any other special accomplishments:

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Signed: \_\_\_\_\_

**EXHIBIT "G"**  
**TENANT BASED RENTAL ASSISTANCE**  
SET UP REPORT

# Tenant Based Rental Assistance Set-up Report HOME Program

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

OMB Approval No. 2506-0171  
(Exp. 03/31/2005)

Note: Complete for all Tenant Based Rental Assistance Activities.

Mark Appropriate Box:

Original Submission     Revision

## Part A:

1. Name Participant		5. HOME Funds for Activity	
		a. Total Funds Requested	\$
2. Activity Number	3. Participant Tax ID Number	b. Participant Number	c. Dollar Amount of Funds
			\$
4. Name & Phone Number of person completing form			\$
			\$

## Part B: Activity Information.

1. Term of Contract	2. County Code	3. Number of Tenants Assisted
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## Part C: Household Characteristics. Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of Household	Head of Household	Type of Contract 0=Owner T=Tenant	Is HOME Assisted Tenant in HOME Assisted Project
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												

### No. of Bedrooms Code

- 1 - 1 Bedroom
- 2 - 2 Bedrooms
- 3 - 3 Bedrooms
- 4 - 4 Bedrooms
- 5 - 5 or more Bedrooms

### Hispanic

- y - yes
- n - no

### Race of Head of Household Code

- 11 - White
- 12 - Black or African American
- 13 - Asian
- 14 - American Indian or Alaska Native
- 15 - Native Hawaiian or Other Pacific Islander
- 16 - American Indian or Alaska Native & White
- 17 - Asian & White
- 18 - Black or African American & White
- 19 - American Indian or Alaska Native & Black or African American
- 20 - Other Multi Racial

### Size of Household Code

- 1 - 1 Person
- 2 - 2 Persons
- 3 - 3 Persons
- 4 - 4 Persons
- 5 - 5 Persons
- 6 - 6 Persons
- 7 - 7 Persons
- 8 - 8 or more Persons

### Head of Household Code

- 1 - Single/Non Elderly
- 2 - Elderly
- 3 - Related/Single Parent
- 4 - Related/Two Parent
- 5 - Other

### % of Area Median Code

- 1 - 0 - 30%
- 2 - 30 - 50%
- 3 - 50 - 60%
- 4 - 60 - 80%

**Part C: (con't.) Household Characteristics.** Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of Household	Head of Household	Type of Contract 0=Owner T=Tenant	Is HOME Assisted Tenant in HOME Assisted Project
16												
17												
18												
19												
20												
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39												
40												
41												

**No. of Bedrooms Code**

- 1 - 1 Bedroom
- 2 - 2 Bedrooms
- 3 - 3 Bedrooms
- 4 - 4 Bedrooms
- 5 - 5 or more Bedrooms

**Hispanic**

- y - yes
- n - no

**Race of Head of Household Code**

- 11 - White
- 12 - Black or African American
- 13 - Asian
- 14 - American Indian or Alaska Native
- 15 - Native Hawaiian or Other Pacific Islander
- 16 - American Indian or Alaska Native & White
- 17 - Asian & White
- 18 - Black or African American & White
- 19 - American Indian or Alaska Native & Black or African American

**Size of Household Code**

- 1 - 1 Person
- 2 - 2 Persons
- 3 - 3 Persons
- 4 - 4 Persons
- 5 - 5 Persons
- 6 - 6 Persons
- 7 - 7 Persons
- 8 - 8 or more Persons

**Head of Household Code**

- 1 - Single/Non Elderly
- 2 - Elderly
- 3 - Related/Single Parent
- 4 - Related/Two Parent
- 5 - Other

**% of Area Median Code**

- 1 - 0 - 30%
- 2 - 30 - 50%
- 3 - 50 - 60%

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owner or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and disbursement deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain activity-specific elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and disbursements of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

**Sensitive Information:** Some of the information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

## Instructions for Completing the Tenant-Based Rental Assistance Set-Up Report HOME Program

Read the instructions for each item carefully before completing the form. Use a typewriter or print carefully with a ballpoint pen. Prepare an original and one copy. Retain the copy.

**Applicability.** This report is to be completed for each rental activity assisted with HOME funds. A single set-up report form may include up to 99 tenants so long as the term of the contract is the same for all of the tenants in the report form. For centralized State projects, the tenants must be in the same country.

**Timing.** Data is to be entered into IDIS before funds may be drawn down for an activity. An amended set-up report form should be submitted to increase or decrease HOME funding for the activity.

### Part A: Activity Information

1. **Name of Participant.** Enter the name of the jurisdiction.
2. **Project Number.** Enter the activity number assigned by IDIS.
3. **Participant's Tax ID Number.** Enter the Tax (Employer) Identification Number for the participant.
4. **Name & Phone Number of Person Completing Form.** Enter the name and phone number, including area code, of the person to contact for further information regarding this project.
5. **HOME Funds for Activity.**
  - a. Enter the total amount of HOME funds requested for the activity.
  - b. Enter the participant number (from item 2 of the HOME Investment Partnership Agreement for Project Areas) for each fiscal year source of HOME project funds committed for the activity.
  - c. Enter the amount of HOME funds from each fiscal year by participant number.

### Part B: Activity Information

Items 1 and 2 must be the same for all tenants included in a single activity set-up.

1. **Term of Contract.** Enter the term in months of tenant-based rental assistance activity.
2. **County Code.** To be completed only by States that are being administered in a centralized State HOME Program. Enter the 3-digit county code for the county in which the project is located.
3. **Number of Tenants Assisted.** Enter the total number of tenants to be assisted by this activity.

### Part C. Household Characteristics.

Complete one line for each tenant receiving HOME tenant-based rental assistance from HOME funds.

**Tenant's Last Name or First 5 Letters of Last Name.** Enter the tenant's last name if the name is 5 letters or less. Enter the first five letters of the last name if the name is more than five letters.

**Number of Bedrooms.** Enter "0" for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

### Monthly Rent (Including Utilities).

**Tenant Payment.** Enter the actual rent to the nearest dollar, including utilities, paid by the tenant at the time of activity completion. If the rent includes utilities, or if the rent includes partial utilities, e.g., heat, but not electricity, these utility costs must be added to the rent. Compute utility costs for the area (and in the case of partial utilities, compute costs for utilities excluded from the rent), by using the utility allowance schedule by the local Public Housing Authority (PHA) in accordance with form HUD-52667, Allowance for Tenant Furnished Utilities and Other Services.

**HOME Subsidy Amount.** Enter the amount from HOME funds that will be paid to the tenant or owner as a rent subsidy payment (including any utility allowances) to the nearest dollar.

**Total Rent.** Enter the total monthly rent (tenant payment plus HOME subsidy amount). Note: This amount may exceed the rent paid to the owner if it includes tenant-paid utilities.

### Income Data.

**Percent of Area Median.** For each occupied residential unit, enter one code only based on the following definitions:

1. **0-30 Percent of Area Median** means a household whose adjusted income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30-50 Percent of Area Median** means a household whose adjusted income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50-60 Percent of Area Median** means a household whose adjusted income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

4. **60–80 Percent of Area Median** means a household whose adjusted income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

**Household Data.**

**Hispanic Y/N:** For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" for Not Hispanic or Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

**Race – Head of Household:** For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian or Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black or African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

**Size of Household.** Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households or more than 8, enter 8).

**Head of Household.** For each residential unit, enter one code only based on the following definitions:

1. **Single/Non-Elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Related/Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Related/Two Parent.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

**Rental Assistance:** Enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME Tenant Based Rental Assistance.** Tenants receiving HOME tenant-based assistance.
3. **Other Assistance.** Tenants receiving rental assistance through other Federal, State or local rental assistance programs.
4. **No Assistance.** Self-explanatory.