

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Subrecipient Agreement between Seminole County and Seminole County Victim's Rights Coalition, Inc

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

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Diane Ledford **EXT.** 7420

Agenda Date <u>07/13/04</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 the Chairman to execute a HOME Program/SHIP Program Special Needs Subrecipient Agreement with Seminole County Victim's Rights Coalition, Inc.

(District 5 – Commissioner McLain)

BACKGROUND:

On July 25, 2000, the Board approved the County's 2000-2005 Consolidated Plan for HUD funded HOME Program housing activities and on April 24, 2001 the Board also approved the 2001-2003 Local Housing Assistance Plan for SHIP funded housing activities. Both plans identify and address certain categories of persons with special needs and disabilities requiring affordable rental housing opportunities.

The proposed Subrecipient Agreement with Seminole County Victim's Rights Coalition, Inc. (Coalition) is for the purpose of addressing the goals of providing affordable transitional housing for very low income victims of domestic abuse. Coalition is required to construct a new facility containing 24 housing units with 4 beds each (12 HOME Units and 12 SHIP Units) for a total of 96 beds. Construction of the new facility shall be funded from \$505,010 of HOME funds, and from \$1,500,000 of SHIP funds. The Coalition is required to leverage \$580,100 towards construction costs. Thus far they have leveraged over \$800,000 from other grants towards the project. The County's HOME/SHIP funds are protected via a second position note and mortgage on the site.

Staff recommends that the Board approve and authorize the Chairman to execute the proposed Subrecipient Agreement.

Reviewed by: <u>[Signature]</u>
Co Atty: <u>[Signature]</u>
DFS: _____
Other: <u>CR</u>
DCM: <u>SS</u>
CM: <u>[Signature]</u>
File No. <u>cpdc04</u>

SEMINOLE COUNTY/SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.
HOME/SHIP 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," and SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a non-profit Florida corporation, whose mailing address is Post Office Box 2921, Sanford, Florida 32772-2921, hereinafter referred to as "COALITION".

WHEREAS, COUNTY has made application 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 the HOME regulations set forth in Title 24 Code of Federal Regulations (CFR) Part 92; and

WHEREAS, the COUNTY has adopted the Seminole County Local Housing Assistance Plan (LHAP) and participates in the Florida State Housing Initiative Program (SHIP) to make affordable housing available to citizens of Seminole County, Florida of very low income and to citizens of Seminole County with special housing needs; and

WHEREAS, COALITION shall provide twenty four (24) transitional affordable housing units for very low income persons and their dependent children in Seminole County who are seeking shelter from domestic violence; twelve of such units of which shall be HOME funded and twelve of which shall be SHIP funded; and

WHEREAS, the COUNTY has deemed that such services will serve a COUNTY purpose; and

WHEREAS, the COUNTY has allocated TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00) comprised of HUD HOME funds of FIVE

HUNDRED FIVE THOUSAND TEN AND NO/100 DOLLARS (\$505,010.00) and SHIP funds of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) for this community development activity; and

WHEREAS, COALITION has agreed to financially leverage certain funds provided by HUD and certain SHIP funds provided by the State of Florida through the COUNTY pursuant to this Agreement,

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

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

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD/SHIP regulations and be used solely for the affordable housing purposes set forth herein. Because this Agreement involves new construction of affordable rental housing units, said period shall be for a term of twenty (20) years pursuant to 24 CFR § 92.252 terminating on September 30, 2025.

(b) "CD Administrator" means the Community Resources Division Manager or their designee.

(c) "County Approval" means written approval by the Planning and Development Department Director, the Community Resources Division Manager, or their designee.

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

(e) "Planning Department" means the COUNTY'S Planning and Development Department Director or his designee.

(f) "Properties" means the parcels of real property located within Seminole County which are to be used for the purposes discussed in Section 5 and Exhibit "A" to this Agreement.

(g) "SHIP Program" means State Housing Initiative Partnership Program.

(h) "SHIP regulations" means Chapter 67-37, Florida Administrative Code (F.A.C.), as amended, and Chapter 420, Florida Statutes, as amended.

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

Section 3. Statement of Work (Use of HOME/SHIP Funds).
COALITION, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of COALITION.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. COALITION shall complete all construction services required by this Agreement on or before September 30, 2005. The foregoing notwithstanding, this Agreement shall continue in full force and effect until expiration of the Affordability Period as required by 24 CFR § 92.504(3)(ix) unless otherwise terminated by COUNTY as allowed by law.

Section 5. Disbursement of Funds.

(a) The COUNTY shall reimburse COALITION for funds paid to the contractors, subcontractors and vendors selected by COALITION to provide required construction goods and services under this Agreement in

accordance with the Project Budget, attached hereto as Exhibit "B" and incorporated herein by reference.

(b) The COUNTY has allocated TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00) comprised of HUD HOME funds of FIVE HUNDRED FIVE THOUSAND TEN AND NO/100 DOLLARS (\$505,010.00) and SHIP funds of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) for completion of this Agreement. The COUNTY will pay/reimburse COALITION for the services rendered under this Agreement up to TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS. In the event that COALITION does not require the full amount thereof, as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD, HOME, and SHIP projects.

(c) In no event shall the COUNTY reimburse COALITION, its contractors, subcontractors or vendors until all goods and services rendered are invoiced and approved in writing by the Executive Director of COALITION and the CD Administrator.

(d) In order to process payment requests, COALITION shall submit to the COUNTY an original invoice signed by the entity requesting payment and COALITION's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to COALITION. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if COALITION, its vendors, contractors and subcontractors have performed services in full compliance with all HUD, HOME, and SHIP requirements

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

(f) On or before September 30, 2005, COALITION shall render a final and complete statement to the COUNTY of all construction related costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of COALITION not properly invoiced and received by the COUNTY by September 30, 2005.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be reimbursed by the COUNTY if the CD Administrator has issued prior written approval of such goods or services.

(h) COALITION shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. COALITION must demonstrate a minimum leveraging of FIVE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$581,100.00) all of which shall be applied toward completion of the construction of the rental units as described in Exhibits "A" and "B" to this Agreement. Prior to any reimbursement of funds, COALITION must demonstrate that all required leveraged funds are available or obligated toward the provision of the twenty four (24) affordable rental housing units, of which forty eight (12) shall be SHIP funded and twelve (12) shall be HOME funded transitional rental units. Prior to final reimbursement payment by the COUNTY, COALITION shall provide appropriate documentation to demonstrate that sufficient funds and or services have been leveraged and all leveraged money has been applied toward the rehabilitation and construction of the housing units. If sufficient leveraging has not been demonstrated, COALITION shall be deemed to be in breach of this Agreement and the COUNTY shall withhold any and all

future payments to COALITION in addition to any other remedies set forth herein.

Section 6. Compliance With Uniform Administrative Requirements.

COALITION shall comply with 24 C.F.R. 92.505(b). Applicability of Uniform Administrative Requirements, specifically the following requirements:

(a) OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations; and

(b) 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".

Section 7. Other Program Requirements.

(a) COALITION shall comply with all Federal laws and regulations of 24 CFR Part 92, Subparts F and H except that COALITION shall not assume COUNTY responsibilities for environmental review under 24 CFR 92.352 and the intergovernmental process under 24 CFR 92.357.

(b) COALITION shall specifically comply with applicable parts of:

(1) 24 CFR 92.350 - "Other Federal Requirements";

(2) 24 CFR 92.351 - "Affirmative Marketing; Minority Outreach Program";

(3) 24 CFR 92.353 - "Displacement, Relocation, and Acquisition";

(4) 24 CFR 92.354 - "Labor";

(5) 24 CFR 92.355 - "Lead based Paint";

(6) 24 CFR 92.356 - "Conflict of Interest"; and

(7) 24 CFR 92.358 - "Consultant Activities".

Section 8. Compliance with Local and State Laws. During the execution and implementation of this Agreement, COALITION shall comply with all applicable State and local laws, regulations, and ordinances, including but not limited to the following:

(a) Chapter 112, Florida Statutes - "Public Officers and Employees: General Provisions".

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

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

(d) Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership Program".

(e) 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 9. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the project, described herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and providing funds to COALITION.

Section 10. Management Assistance.

(a) The CD Administrator shall be available to COALITION to provide guidance on HOME and SHIP requirements.

(b) In the event that COALITION does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to COALITION that it is in default of the Agreement and the pending consequences thereof. Nothing set forth herein however, shall prohibit the COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

Section 11. Maintenance of Records and Reports.

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

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

(2) Financial records regarding the following:

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

(B) Bills and invoices for all services purchased by COALITION pursuant to this Agreement;

(C) Force account construction including the records indicating COALITION, position, number of hours and total labor costs.

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

(b) COALITION shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. Because COALITION is receiving more than \$500,000.00 in HUD HOME funds through the COUNTY pursuant to this Agreement, such auditing procedures shall be undertaken in compliance with Federal Office of Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

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

(d) COALITION shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit "D". Such reports shall be due no later than the fifteenth day of each

month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit "A".

(e) COALITION shall submit to the COUNTY the End of Year Reports attached hereto as Exhibits "E" and "F".

Section 12. Liability. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services COALITION has agreed to perform hereunder, or for debts or claims accruing to such parties against COALITION. 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 COALITION as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by COALITION.

Section 13. Subcontracts. All contracts made by COALITION to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules and regulations set forth in the Agreement. Only subcontracts for work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further work or services which COALITION wishes to subcontract must be approved in writing by the CD Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement.

Section 14. Indemnification.

(a) COALITION shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the following: loss of any monies paid to COALITION or whomsoever, resulting out of COALITION's fraud, defalcation, dishonesty, or failure

of COALITION to comply with applicable laws or regulations; any act or omission of COALITION in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the construction of the project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to COALITION by registered or certified mail addressed to COALITION at the address provided hereinafter. Upon receiving such notice, COALITION, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in COALITION's defense of any such action, suit or proceeding.

Section 15. Insurance. COALITION shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury and other casualty.

Section 16. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 17. 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 18. Program Income.

(a) In the event that any program income is received by COALITION as a direct result of the investment of any COUNTY funds awarded under this Agreement up to September 30, 2005, COALITION shall immediately render such income to the COUNTY.

(b) If any income is received by COALITION as a direct result of the investment of any COUNTY funds awarded under this Agreement after September 30, 2005, or after expiration of the term of this Agreement on September 30, 2025, such income shall be used by COALITION to provide transitional housing services to the clients of COALITION.

Section 20. Non-Expendable Property. Any non-expendable personal property acquired by COALITION through funds issued by the COUNTY pursuant to this Agreement shall be subject to all Federal, State and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 21. Reversion of Assets. Upon expiration of this Agreement, COALITION shall immediately transfer to the COUNTY any remaining HUD HOME funds or SHIP funds and any accounts receivable attributable to the use of HUD HOME funds or SHIP funds distributed pursuant to this Agreement. The distribution of any real property controlled by COALITION and acquired or improved in whole, or in part, with HUD funds shall be governed by 24 CFR, section 92.504, and if applicable, Section 420.9075(4)(f) Florida Statutes (2003).

Section 22. Suspension and Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 84.61, for breach of the Agreement or for other legal cause. The

parties may mutually terminate the Agreement in accordance with 24 CFR Section 85.44 or for other legal cause.

Section 23. Enforcement of the Agreement. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 24. Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to COALITION pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate the Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another HUD program or another SHIP Program from the COUNTY'S trust fund;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by COALITION;
- (d) Demand COALITION immediately repay any monies expended in accordance with the Agreement;
- (e) Require specific performance of the Agreement;
- (f) Demand payment and/or performance from the surety, if applicable; and/or
- (g) Impose a lien upon any and all of COALITION'S real or personal property. To create such a lien, the COUNTY shall send a demand letter to COALITION demanding refund of any monies expended to COALITION pursuant to this Agreement. If such demand is not met within thirty (30) days said letter and a formal Claim of Lien shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon COALITION's real and personal property.

Section 25. Certification Regarding Lobbying. COALITION hereby certifies that to the best of its knowledge and belief:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

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

(c) Pursuant to Section 216.347, Florida Statutes, COALITION hereby agrees that monies received from the COUNTY pursuant to the Agreement will not be used for the purpose of lobbying the Legislature, the judicial branch or a State agency.

Section 26. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
1101 East First Street, Room 3301
Sanford, Florida 32771

For COALITION:

Executive Director
Seminole County Victim's Rights Coalition, Inc.
P.O. Box 2921
Sanford, Florida 32773

Either of the parties may change, by written notice and without need for amendment to this Agreement, the address or person for receipt of notice.

Section 27. Conflict of Interest.

(a) COALITION agrees that it shall 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, 24 CFR, section 92.356, or any other local, State or Federal regulations.

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

Section 29. 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 the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

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

ATTEST:

SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.

JANET DAVIS, Secretary

By: _____
SHARON WATSON, President

[CORPORATE SEAL]

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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.

Approved as to form and
legal sufficiency.

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

County Attorney
AWS/lpk
3/24/04 4/9/04 6/18/04 06/21/04
victims rights coalition sub agt

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Request for Payment
- Exhibit "D" - Monthly Report
- Exhibit "E" - End of Year Report
- Exhibit "F" - SHIP Program End of Year Report
- Exhibit "G" - Declaration of Restrictive Covenant
- Exhibit "H" - Mortgage Deed and Promissory Note

EXHIBIT A

GENERAL SCOPE OF SERVICES SEMINOLE COUNTY VICTIMS' RIGHTS COALITION, INC. (COALITION)

The COALITION shall provide the following rental housing activity services to address the affordable housing needs of very low income households within Seminole County.

SCOPE

- I. The COALITION shall construct a living facility (group home) containing a minimum of twenty four (24) rental housing units, each unit containing four (4) beds, on property located in Sanford, Florida. There shall be a minimum of twelve (12) transitional rental housing units funded by County's HOME Program funds, and a minimum of twelve (12) transitional shelter housing units funded solely by the County's SHIP funds. All transitional housing units shall all have four (4) beds) and are to provide occupancy for up to ninety six (96) Very Low Income-eligible individuals, consisting of victims of domestic violence and their dependent children.
- II. For the twelve (12) HOME/SHIP-funded transitional housing units, the COALITION shall comply with the provisions of the HOME regulations in the following manner:
 - All units shall be occupied by households whose annual incomes do not exceed 50% of the prevailing Area Median Income for the Orlando Metropolitan Statistical Area (MSA), as established by the U.S. Department of Housing and Urban Development (HUD). In addition, the monthly rents on all units shall not exceed the prevailing "low HOME rents", as established by HUD.
 - All units shall be accessible to individuals with mobility and sensory impairments and shall be compliant with the standards as cited in the Uniform Federal Accessibility Standards (UFAS).
 - All units shall be designated "fixed HOME units," as defined in 24 CFR 92.252 (j).
 - The twelve (12) units shall serve as transitional rental housing units, as defined in 24 CFR 92.2.
- III. For the twelve (12) SHIP-funded transitional housing units, the COALITION shall further comply with the provisions of the SHIP regulations in the following manner:
 - All emergency shelter housing units shall be occupied by households whose annual incomes do not exceed 50% of the prevailing Area Median Income for the Orlando MSA, as established by the Florida Housing Finance Corporation. In addition, the monthly rents on these units shall not exceed the prevailing Maximum Rents by Number of Bedrooms in Unit at this income level, as established by the Florida Housing Finance Corporation.

IV. All twenty four (24) units shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.

V. This property shall comply with 24 CFR 92.250 "Maximum Per-unit Subsidy amount and Subsidy Layering", specifically, 24 CFR 92.250 (a). The COALITION shall not expend more than the HUD-established prevailing maximum subsidy per unit in the performance of this Agreement.

VI. In further compliance with conflict of interest regulations cited at 24 CFR 92.356 and Chapter 112, Florida Statutes, no COALITION board member or employee or any related family member of either shall receive or obtain gain or profit in the performance of this Agreement

VII. Compliance with this Agreement shall include, but not be limited to, the following:

a. The COALITION shall request a minimum of three (3) construction bids and shall accept bids from licensed contractors to complete the work according to approved construction plans and specifications and the COALITION shall maintain proper documentation of the procurement standards in compliance with 24 CFR 84.40 through 84.48.

b. The COALITION shall execute the construction contract directly with the contractor.

c. The COALITION shall inspect, monitor progress and ensure completion of the construction work.

d. The COALITION shall approve and process payments to the contractor through the COUNTY in accordance with Section 5 of this Agreement. The COALITION, on behalf of contractors and other applicable vendors, shall verify and document completion of the work being requested for payment.

e. The COALITION shall advertise, receive and process applications for assistance from all potential tenants of the HOME-funded units in compliance with 24 CFR 92.351(a). The COALITION shall advertise, receive and process applications for assistance from all potential tenants of the SHIP-assisted units in compliance with procedures by the Florida Housing Finance Corporation. The COALITION shall determine and verify all incomes of every client to determine eligibility for assistance.

f. The COALITION shall prepare Monthly Reports in accordance with this Agreement in accordance with Exhibit D attached to the Agreement, and shall submit these reports to the Seminole County Community Development Office no later than fifteen (15) days following the end of the reporting period.

g. The COALITION shall prepare End of Year Reports, attached to the Agreement as Exhibits E & F, which shall be submitted to the COUNTY no later than October 15, 2005.

h. The COALITION shall consult with the COUNTY's Housing Manager or his/her designee to assure compliance with 24 CFR Part 92 governing the HOME Program, and Chapter 420, Part VII of the Florida Statutes, entitled "State Housing Initiatives Partnership Program" to ensure compliance with the SHIP Program.

i. The COALITION shall implement and administer all activities in accordance with written policies and procedures as required or developed by the COUNTY, as amended from time to time.

VIII. The COALITION shall at the appropriate time and at the direction of the COUNTY'S Housing Manager, execute a Declaration of Restrictive Covenant (attached hereto as Exhibit G) and a Mortgage Deed and Promissory Note (attached hereto as Exhibit H), in favor of the COUNTY and in compliance with the HOME and SHIP Program regulations. The execution of these documents and their recording with the County Clerk's Office will ensure compliance with 24 CFR 92.252 (e) of the HOME Regulations and Florida State Statutes Chapter 420, Part VII, 420.9075 (4) (F) of the State Housing Initiatives Partnership Program.

EXHIBIT B
PROJECT BUDGET
4190 NARCISSUS AVENUE, SANFORD, FL

<i>Funding Sources</i>	<i>Estimated Budget</i>
COUNTY HOME Program funding (12 transitional housing units)	\$505,010
COUNTY SHIP Program funding (12 transitional housing units)	\$1,500,000
2001-2002 SHIP funding: \$157,959.05	
2002-2003 SHIP funding: \$1,342,040.95	
<i>Subtotal: total funding provided by COUNTY</i>	<i>\$2,005,010</i>
Funding provided by COALITION (all 24 units)	\$580,100
Total project funding	\$2,585,110

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.

Name of Activity/Project _____

Mailing Address _____ Contact Person _____

Payment Request No: _____ Telephone No. _____

Subrecipient Agreement Amount	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
\$2,005,010.00	%	\$	\$
Total Invoices Billed	-----	-----	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D

MONTHLY REPORT

Status Report for Month of _____

I. SUBRECIPIENT INFORMATION

Subrecipient SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.
Mailing Address _____ Contact Person _____
_____ Telephone _____

II. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
Construction/rehab of a total of 24 transitional rental housing units	\$2,005,010.00				
TOTAL	\$2,005,010.00				

Any other special accomplishments:

Signed: _____

EXHIBIT E

NAME OF ORGANIZATION: SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.

END OF YEAR REPORT

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of Household/ Persons Assisted	Low and Moderate Income	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino/	Not Hispanic or Latino	Female Headed Household

Any other special accomplishments:

Signed: _____

Exhibit F

SHIP PROGRAM END OF YEAR REPORT

Seminole County Victim's Rights Coalition, Inc.

NAME OF LOCAL ENTITY:

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

Provide information for head of household only.

Submittal Date:

A		B			C				D			E						F				
Strategy Description Location of Activity		Number of Households Units Produced			Characteristics/Age (Head of Household)				Family Size			Race (Head of Household)						Special Needs (Any Member of Household)				
		Low	Low	Total	0-25	26-40	41-61	62+	person	2-4	5+	White	Black	Hispanic	Asian	Indian	Other	Worker	Disabled	Homeless	Other	
1	Construction of twenty four (24) rental units consisting of 12 SHIP funded and 12 HOME funded transisitional units accommodating up to ninety six (96) income eligible persons																					
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:
Arnold W. Schneider, Esq.
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 "G"

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made and entered into this ____ day of _____, 2004, by Seminole County Victim's Rights Coalition, Inc., whose mailing address is P.O. Box 2921, Sanford, Florida 32772-2921 (the "OWNER"), 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").

WITNESSETH:

WHEREAS, OWNER and COUNTY entered into that certain "SEMINOLE COUNTY/SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC. HOME/SHIP SUBRECIPIENT AGREEMENT" (the "Agreement") dated _____, 2004, for the benefit of OWNER, whereby OWNER has obtained mortgage financing for the construction of twenty four (24) transitional housing rental units on a certain parcel of real property for purposes of providing housing for Very Low Income victims of domestic violence and their dependent children; and

WHEREAS, the address, legal description, and parcel identification number of the subject real property are as follows:

Under section 39.908(1), Florida Statutes, information concerning the location of domestic violence facilities and shelter housing is strictly confidential and exempt from the public records laws. Accordingly, you must be sure that the recorded copies of the Restrictive Covenant, Mortgage and Promissory Note are appropriately censored by the Clerk's office when such documents are recorded. This applies both as to the exhibit copies when the Agreement is recorded in the BCC minutes and when the note, mortgage deed and restrictive covenant are executed and recorded in the land records for lien perfection purposes. In order to minimize the risks of inadvertent disclosure, the addresses and legal descriptions of the Coalition's facilities are limited to the exhibits attached to the Agreement.

Parcel Identification No.:

said parcel also being described as:

Under section 39.908(1), Florida Statutes, information concerning the location of domestic violence facilities and shelter housing is strictly confidential and exempt from the public records laws. Accordingly, you must be sure that the recorded copies of the Restrictive Covenant, Mortgage and Promissory Note are appropriately censored by the Clerk's office when such documents are recorded. This applies both as to the exhibit copies when the Agreement is recorded in the BCC minutes and when the note, mortgage deed and restrictive covenant are executed and recorded in the land records for lien perfection purposes. In order to minimize the risks of inadvertent disclosure, the addresses and legal descriptions of the Coalition's facilities are limited to the exhibits attached to the Agreement.

R

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Under section 39.908(1), Florida Statutes, information concerning the location of domestic violence facilities and shelter housing is strictly confidential and exempt from the public records laws. Accordingly, you must be sure that the recorded copies of the Restrictive Covenant, Mortgage and Promissory Note are appropriately censored by the Clerk's office when such documents are recorded. This applies both as to the exhibit copies when the Agreement is recorded in the BCC minutes and when the note, mortgage deed and restrictive covenant are executed and recorded in the land records for lien perfection purposes. In order to minimize the risks of inadvertent disclosure, the addresses and legal descriptions of the Coalition's facilities are limited to the exhibits attached to the Agreement.

(the "Property"); and

WHEREAS, the OWNER has agreed to use this Property only for the provision of emergency shelter and transitional shelter housing for Very Low Income victims of domestic violence and their dependent children for at least twenty (20) years from the date hereof or September 30, 2025, whichever is later (the "Affordability Period"); and

WHEREAS, pursuant to that certain Mortgage Deed and HOME/SHIP Deferred Payment Promissory Note made by OWNER in favor of COUNTY, both of even date herewith (collectively referred to as the "Mortgage") and the Agreement, COUNTY has agreed to finance up to TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00) for the purpose of new construction and rehabilitation of the Property; and

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the rehabilitation of the Property and the construction work to be done by the OWNER, the parties hereto covenant as follows:

1. The Agreement and recitals stated hereinabove are true and correct and are incorporated herein by reference and made a part hereof.

2. The OWNER hereby declares that the covenants contained herein shall run with the land and shall be binding upon the OWNER, its successors and assigns in favor and for the benefit of the COUNTY.

3. OWNER agrees that the Property shall be used solely for the provision of affordable, transitional housing and shelter to Low Income and Very Low Income victims of domestic abuse and their dependent children for the complete term of the Affordability Period.

4. The OWNER shall ensure that the use of the Property is in compliance with all local, State and Federal laws regarding the provision of affordable housing.

5. This Restrictive Covenant shall be binding upon OWNER and any successor in interest to the Property and, prior to expiration of the Affordability Period, may only be released by an instrument duly executed by COUNTY and recorded in the Official Records of said jurisdiction.

IN WITNESS WHEREOF, OWNER has executed this instrument on the day and year set forth below.

ATTEST:

SEMINOLE COUNTY VICTIM'S
RIGHTS COALITION, INC.

JANET DAVIS, Secretary

By: _____
SHARON WATSON, President

[CORPORATE SEAL]

Date: _____

P:\Users\aschneider\Affordable Housing\Victim's Rights - mortgage, note, covenant.doc

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

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

**This Mortgage is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2003)**

COMPOSITE EXHIBIT "H"

**SEMINOLE COUNTY SHIP/HOME PROGRAM
MORTGAGE DEED**

THIS MORTGAGE DEED is made and entered into this ____ day of _____, 2004, by Seminole County Victim's Rights Coalition, Inc., whose mailing address is P.O. Box 2921, Sanford, Florida 32772-2921 (the "MORTGAGOR"), 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").

WITNESSETH:

WHEREAS, MORTGAGOR and COUNTY entered into that certain "SEMINOLE COUNTY/SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC. HOME/SHIP SUBRECIPIENT AGREEMENT" dated _____, 2004 (the "Agreement") for the benefit of MORTGAGOR, whereby MORTGAGOR shall, by virtue of this instrument, obtain mortgage financing for the construction of twenty four (24) transitional housing rental units on a certain parcel of real property for purposes of providing housing for Very Low Income victims of domestic violence and their dependent children; and

WHEREAS, the address, legal description and parcel identification number of the subject real property are as follows:

Under section 39.908(1), Florida Statutes, information concerning the location of domestic violence facilities and shelter housing is strictly confidential and exempt from the public records laws. Accordingly, you must be sure that the recorded copies of the Restrictive Covenant, Mortgage and Promissory Note are appropriately censored by the Clerk's office when such documents are recorded. This applies both as to the exhibit copies when the Agreement is recorded in the BCC minutes and when the note, mortgage deed and restrictive covenant are executed and recorded in the land records for lien perfection purposes. In order to minimize the risks of inadvertent disclosure, the addresses and legal descriptions of the Coalition's facilities are limited to the exhibits attached to the Agreement.

Parcel Identification No.:

said parcel also being described as:

Under section 39.908(1), Florida Statutes, information concerning the location of domestic violence facilities and shelter housing is strictly confidential and exempt from the public records laws. Accordingly, you must be sure that the recorded copies of the Restrictive Covenant, Mortgage and Promissory Note are appropriately censored by the Clerk's office when such documents are recorded. This applies both as to the exhibit copies when the Agreement is recorded in the BCC minutes and when the note, mortgage deed and restrictive covenant are executed and recorded in the land records for lien perfection purposes. In order to minimize the risks of inadvertent disclosure, the addresses and legal descriptions of the Coalition's facilities are limited to the exhibits attached to the Agreement.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Under section 39.908(1), Florida Statutes, information concerning the location of domestic violence facilities and shelter housing is strictly confidential and exempt from the public records laws. Accordingly, you must be sure that the recorded copies of the Restrictive Covenant, Mortgage and Promissory Note are appropriately censored by the Clerk's office when such documents are recorded. This applies both as to the exhibit copies when the Agreement is recorded in the BCC minutes and when the note, mortgage deed and restrictive covenant are executed and recorded in the land records for lien perfection purposes. In order to minimize the risks of inadvertent disclosure, the addresses and legal descriptions of the Coalition's facilities are limited to the exhibits attached to the Agreement.

(the "Property"); and

WHEREAS, the MORTGAGOR has agreed to use the refurbished Property only for the purpose of providing transitional housing for Low Income and Very Low Income victims of domestic violence and their dependent children; and

WHEREAS, MORTGAGOR has executed and recorded that certain Restrictive Covenant of even date herewith governing the uses of the Property for the benefit of COUNTY and which is recorded in the Public Records of Seminole County, Florida (the "Restrictive Covenant"); and

WHEREAS, MORTGAGOR has executed that certain HOME/SHIP Deferred Payment Promissory Note (the "Note") of even date herewith in the principal amount of TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00) and secured by this Mortgage Deed; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay, TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00), for the purpose of new construction and rehabilitation of the Property;

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the acquisition and rehabilitation of the Property and for other valuable consideration provided herein, MORTGAGOR hereto covenants as follows:

1. MORTGAGOR grants, bargains, sells, promises, conveys, and confirms unto the COUNTY all of the MORTGAGOR's interests in the Property to have and to hold the same, together with the tenements, hereditament, and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the COUNTY in fee simple.

2. MORTGAGOR covenants with the COUNTY that the MORTGAGOR is indefeasibly seized of said Property in fee simple; that the MORTGAGOR has good right and lawful authority to convey said lands as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said lands in the COUNTY as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances except those of record as the date hereof.

4. MORTGAGOR hereby further covenants to continue in possession of the subject premises and further covenants that if any interest in the subject premises is conveyed, transferred, leased, sub-leased, or otherwise devised or assigned to any person or entity during the term of the Note then the principal shall become immediately due and payable.

5. If the MORTGAGOR shall perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property including this Mortgage, the Note, and the Agreement, then this Mortgage and the estate hereby created shall cease, determine and be null and void.

6. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any interest shall be due, and other sums of money provided for in said Note and this Mortgage or either.

7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property.

8. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit, or suffer no waste, impairment or deterioration of the Property or any part thereof except for reasonable wear and tear.

9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the COUNTY per the written authorization of the COUNTY. Said insurance policy or policies shall be held by and payable to the COUNTY and in the event any sum of money from such insurance policy or policies becomes payable that the COUNTY shall have the right to receive and apply the same to the indebtedness hereby secured. The COUNTY shall account to the MORTGAGOR for any surplus in such monies.

10. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the COUNTY because of the failure of the MORTGAGOR to promptly and fully comply with any agreements, stipulations, conditions, and covenants regarding the Property.

11. MORTGAGOR covenants and agrees to perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property, including particularly, the Restrictive Covenant and the Agreement.

12. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Note, or either, the COUNTY may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

13. In the event of a voluntary sale or foreclosure, the COUNTY shall have the right of first refusal to purchase the Property from the OWNER for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and prospective purchaser. COUNTY shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGOR.

14. If any sum or money herein referred is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition, and covenant of this Mortgage, the Note, or the Restrictive Covenant are not fully performed, complied with, and abided by such occurrence shall be deemed an event of default hereunder and the entire sum mentioned in said Note and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter at the option of the COUNTY become and

be due and payable and MORTGAGOR's estate may be foreclosed, anything in said instruments or herein to the contrary notwithstanding. Failure by the COUNTY to exercise any of the rights herein provided shall not constitute a waiver of any rights under the Note or this Mortgage accrued or thereafter accruing.

15. MORTGAGOR shall not execute an assumption or in any way convey its obligations under this Mortgage or the Note secured hereunder without the proper written consent of COUNTY.

16. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from the COUNTY and in compliance with this Mortgage, the Note, or the Restrictive Covenant, the COUNTY may require immediate payment in full of all sums due under the Promissory Note and the MORTGAGOR shall be considered in default under the terms of the Mortgage shall have the right to initiate foreclosure procedures.

IN WITNESS WHEREOF, MORTGAGOR has executed on the day and year set forth below.

ATTEST:

SEMINOLE COUNTY VICTIM'S
RIGHTS COALITION, INC.

JANET DAVIS, Secretary

By: _____
SHARON WATSON, President

[CORPORATE SEAL]

Date: _____

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

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

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2003)**

SEMINOLE COUNTY
HOME/SHIP PROGRAM
DEFERRED PAYMENT PROMISSORY NOTE

PRINCIPAL AMOUNT: TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS
(\$2,005,010.00)

DATED DATE: _____, 2004

MATURITY DATE: _____, 2025

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

OBLIGOR: Seminole County Victim's Rights Coalition, Inc.
P.O. Box 2921
Sanford, Florida 32772-2921

THIS PROMISSORY NOTE is made and entered into this ____ day of _____, 2004, by Seminole County Victim's Rights Coalition, Inc., whose mailing address is P.O. Box 2921, Sanford, Florida 32772-2921 (the "OBLIGOR"), 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").

WITNESSETH:

WHEREAS, OBLIGOR and COUNTY entered into that certain "SEMINOLE COUNTY/SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC. HOME/SHIP SUBRECIPIENT AGREEMENT" dated _____, 2004 (the "Agreement") for the benefit of OBLIGOR, whereby OBLIGOR has agreed to improve and rehabilitate that certain parcel of real property located in Seminole

County, Florida, the addresses and legal descriptions for which are as follows:

and legally described as:

Under section 39.908(1), Florida Statutes, information concerning the location of domestic violence facilities and shelter housing is strictly confidential and exempt from the public records laws. Accordingly, you must be sure that the recorded copies of the Restrictive Covenant, Mortgage and Promissory Note are appropriately censored by the Clerk's office when such documents are recorded. This applies both as to the exhibit copies when the Agreement is recorded in the BCC minutes and when the note, mortgage deed and restrictive covenant are executed and recorded in the land records for lien perfection purposes. In order to minimize the risks of inadvertent disclosure, the addresses and legal descriptions of the Coalition's facilities are limited to the exhibits attached to the Agreement.

Parcel Identification No.:

said parcel also being described as:

Under section 39.908(1), Florida Statutes, information concerning the location of domestic violence facilities and shelter housing is strictly confidential and exempt from the public records laws. Accordingly, you must be sure that the recorded copies of the Restrictive Covenant, Mortgage and Promissory Note are appropriately censored by the Clerk's office when such documents are recorded. This applies both as to the exhibit copies when the Agreement is recorded in the BCC minutes and when the note, mortgage deed and restrictive covenant are executed and recorded in the land records for lien perfection purposes. In order to minimize the risks of inadvertent disclosure, the addresses and legal descriptions of the Coalition's facilities are limited to the exhibits attached to the Agreement.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Under section 39.908(1), Florida Statutes, information concerning the location of domestic violence facilities and shelter housing is strictly confidential and exempt from the public records laws. Accordingly, you must be sure that the recorded copies of the Restrictive Covenant, Mortgage and Promissory Note are appropriately censored by the Clerk's office when such documents are recorded. This applies both as to the exhibit copies when the Agreement is recorded in the BCC minutes and when the note, mortgage deed and restrictive covenant are executed and recorded in the land records for lien perfection purposes. In order to minimize the risks of inadvertent disclosure, the addresses and legal descriptions of the Coalition's facilities are limited to the exhibits attached to the Agreement.

(the "Property"); and

WHEREAS, the OBLIGOR has agreed to use the Property only as described in the Agreement and pursuant to that certain Restrictive Covenant and Mortgage Deed, both of even date herewith, governing the uses of the Property for the benefit of COUNTY and recorded in the Public Records of Seminole County, Florida; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00) for the purpose of construction on the Property of twenty four (24) transitional rental units for Very Low Income victims of domestic abuse and their dependent children:

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the acquisition and rehabilitation of the Property and for other valuable consideration provided herein, the OBLIGOR hereby covenants as follows:

1. OBLIGOR promises to pay to the order of the COUNTY on _____, 2025 the sum of **TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00)**, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the County may designate in writing.

2. This Note is given in accordance with the terms of the Mortgage Deed and Restrictive Covenant of even date herewith made in favor of COUNTY and pertaining to the above described Property.

3. If the OBLIGOR fails to use the Property in the manner as required by the Agreement, the Restrictive Covenant, the Mortgage, or any portion of this Note, it shall be an event of default upon which event all sums outstanding and due under this Note shall become immediately due and payable in full.

4. The unpaid principal amount of this Note shall be reduced to zero on _____, 2025 provided that the OBLIGOR has met all the terms and conditions set forth in the Mortgage Deed, the Agreement, the Restrictive Covenant, and this Note.

5. OBLIGOR waives demand, protest, and notice of maturity, nonpayment, or protest, and all requirements necessary to hold it liable as a maker and endorser.

6. OBLIGOR agrees to pay all costs of collections incurred by the COUNTY, including a reasonable attorney's fee, in case the principal of this Note, or any payment on the principal, or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

7. This Note is secured by the Mortgage Deed given by OBLIGOR to COUNTY of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in payment

of the principal when due, the whole sum of principal and remaining unpaid shall, at the option of the COUNTY, become immediately due and payable.

IN WITNESS WHEREOF, the OBLIGOR has duly executed this instrument on the day and year set forth below.

ATTEST:

SEMINOLE COUNTY VICTIM'S
RIGHTS COALITION, INC.

JANET DAVIS, Secretary

By: _____
SHARON WATSON, President

[CORPORATE SEAL]

Date: _____