

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Restated HOME CHDO Agreement with the Center for Affordable Housing

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

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

Agenda Date 08/23/2005 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

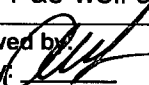
Approve and authorize Chairman to execute the Restated HOME CHDO Subrecipient Agreement with the Center for Affordable Housing, Inc., for the provision of at least one additional housing unit for a very low income household.

BACKGROUND:

In November 2003, the Board entered into a subrecipient agreement with the Center for Affordable Housing ("Center") for the acquisition and rehabilitation of six single family homes for transitional rental housing serving households making the transition from homelessness to self-sufficiency. Funding was provided from \$190,000 of HOME CHDO (Community Housing Development Organization) set-aside funds allocated to the County from the U.S. Department of Housing & Urban Development (HUD) for Program Year 2003-2004.

That agreement was subsequently amended in 2004 to increase funding by \$140,000 (in CHDO set-aside funds) and the number of required affordable housing units to at least ten. At the present time, the County has \$143,170 of remaining HOME funds from Program Year 2000-2001 which must be spent by a County-certified CHDO by September 30, 2005. The Center has agreed to purchase one additional housing unit from these funds by that date to be used as transitional rental housing.

Because of the cumbersome amendments required to now include 2000-2001 as well as 2003-2004 program year funds by a third amendment to the existing agreement, staff has prepared a comprehensive, restated agreement reflecting all of the above particulars, which has been executed by the Center. Staff recommends the Board approve and authorize the Chairman to execute the attached Restated HOME/CHDO Subrecipient Agreement with the Center for Affordable Housing.

Reviewed by: 
Co Atty: _____
DFS: _____
Other: CR
DCM: SS
CM: KB

File No. cpdc02

Attachment: Agreement

SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC.
HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
RESTATED SUBRECIPIENT AGREEMENT
PROGRAM YEARS 2000-2001 AND 2003-2004

THIS RESTATED AGREEMENT, entered into this ____ day of _____, 2005, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and THE CENTER FOR AFFORDABLE HOUSING, INC., a non-profit Florida corporation, whose address is 2524 South Park Drive, Sanford, Florida 32771, hereinafter referred to as "CENTER".

WHEREAS, CENTER and COUNTY previously entered into that certain HOME Program Community Housing Development Organization Subrecipient Agreement Program Year 2003-2004 dated November 24, 2003 (the "Original Agreement") for the purpose of financing acquisition and rehabilitation of at least six (6) single family houses to be used as transitional rental units for Low Income and Very Low Income households in Seminole County utilizing ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$190,000.00) of COUNTY'S HUD HOME funds; and

WHEREAS, CENTER and COUNTY subsequently agreed on the need to effect certain technical amendments, extending the timelines for CENTER'S completion of performance, increasing the budgeted amounts for allowable acquisition and rehabilitation costs, better defining the lengths of time for which such acquired and refurbished rental house would have to be utilized as affordable housing as well as better identification of the regulations and other legal requirements binding CENTER by adoption of that certain HOME Program Community Housing Development Organization Subrecipient Agreement Program Year 2003-2004 dated July 15, 2004 (the "First Amendment"); and

WHEREAS, CENTER and COUNTY subsequently agreed to increase the number of affordable housing units to at least ten (10) transitional rental units and to increase the amount of HOME funds and required leveraged funding to be raised by CENTER to assure the feasibility of the extended program by adoption of that certain Second Amendment To Seminole County/Center For Affordable Housing, Inc. HOME Program Community Housing Development Organization Subrecipient Agreement Program Year 2003-2004 dated October 12, 2004 (the "Second Amendment"); and

WHEREAS, CENTER and COUNTY have again jointly determined to increase the number of affordable transitional rental housing units to eleven (11) single family houses, to increase the amount of HOME funds committed by COUNTY by an additional ONE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$143,170.00) of HOME funds for Program Year 2000-2001 for a combined total HOME funding of FOUR HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$473,170.00) of Program Year 2000-2001 and 2003-2004 funds; and

WHEREAS, the parties hereto believe that this Restated Agreement is the best means to accomplish the expanded affordable housing project and making necessary technical changes and corrections to the contractual understandings of the parties,

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

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

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which each affordable housing unit must comply with HUD regulations and be used solely for the affordable housing purposes set forth herein. Pursuant to 24 CFR section 92.252(e), the Affordability Period is deemed to be as follows:

<u>Amount of HOME funds Expended per unit</u>	<u>Minimum Required Affordability Period</u>
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
over \$40,000	15 years

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

(c) "County Approval" means written approval by the Planning and Development Director, 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) "Very Low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. CENTER, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference. Such services shall be performed, except as otherwise

specifically stated herein, by persons or instrumentalities solely under the dominion and control of CENTER.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. CENTER shall complete all services required by this Agreement on or before September 30, 2005. Pursuant to 24 CFR, section 92.504(3)(ix), this Agreement shall remain in full force and effect throughout the term of the Affordability Period and automatically terminate thereafter unless extended by written amendment to this Agreement. CENTER shall complete all services required by this Agreement by no later than September 30, 2005.

Anything to the contrary notwithstanding, all rental units whose rehabilitation and/or acquisition is financed under this Agreement shall comply with the applicable Affordability Period requirements of 24 CFR, section 92.252(e) and the Restrictive Use Covenant in the form attached as Exhibit "F".

Section 5. Payments.

(a) The COUNTY shall advance funds to CENTER at closing for the acquisition price of each rental unit upon CENTER's providing appropriate documentation as provided in subparagraph (d) below, the Scope of Services attached hereto as Exhibit "A" up to the maximum amounts per the Project Budget attached as Exhibit "B" to this Agreement, both of which are incorporated herein by reference.

(b) The COUNTY shall reimburse CENTER for funds paid to the contractors, subcontractors, and vendors selected by CENTER to provide rehabilitation services to the acquired units under this Agreement in accordance with and up to the amounts in the Project Budget.

(c) The COUNTY has allocated FOUR HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$473,170.00) of HUD HOME funds for completion of this Agreement. The COUNTY will pay or reimburse

CENTER for the acquisitions or rehabilitation services rendered under this Agreement up to FOUR HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$473,170.00). In the event that CENTER does not require the full amount of FOUR HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$473,170.00), as reflected in the negotiated acquisition process and rehabilitation bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other eligible activities.

(d) COUNTY shall provide funds at closing for the acquisition price of the rental units upon CENTER's providing a copy of the executed purchase contract between CENTER and the seller of the unit(s), an appraisal report by a licensed real property appraiser, title insurance commitment, closing statement, and such other documentation as the CD Administrator may reasonably request. Such payments may be made by the COUNTY to the seller on behalf of CENTER or directly to CENTER as subsequently agreed upon by the parties hereto. In no event shall the COUNTY reimburse CENTER, its rehabilitation/construction contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by the Director of CENTER and the CD Administrator. In order to process payment requests, CENTER shall submit to the COUNTY a completed "Request For Payment" form, attached hereto as Exhibit "C" together with an original invoice signed by the entity requesting payment and CENTER's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to the CENTER. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods,

materials, labor, and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if CENTER, its vendors, contractors, and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(f) On or before September 30, 2005, CENTER shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims, or demands of CENTER not properly invoiced and received by the COUNTY by 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. Acquisition and rehabilitation of rental units beyond the eleven (11) contemplated by this Agreement involving the funds committed hereunder are encouraged if financially feasible; provided, however, that expenditure of said funds for such additional projects shall require an addendum to this Agreement approved by both parties in accordance with Section 26 hereof.

(h) CENTER shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. CENTER must demonstrate a minimum leveraging of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in the form of dollars or, if pre-approved in writing by the CD Administrator, professional services or in-kind services. Prior to any advancement or reimbursement of funds, the CENTER must demonstrate that all required leveraged funds are available or obligated toward the provision of at least eleven (11) rental housing units. Prior to final reimbursement payment by the

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

(i) CENTER shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property or benefits by a real property owner of any real property beyond the eleven (11) transitional rental properties envisioned in this Restated Agreement unless CENTER has first received written authorization from the CD Administrator and contingent upon amendment to this instrument.

Section 6. Compliance With Federal Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Section 92.251 - Property Standards;
- (2) Section 92.252 - Qualifications as affordable housing: rental housing;
- (3) Section 92.253 - Tenant and participant protections;
- (4) Section 92.255 - Conversion of rental units to home ownership units for existing tenants (Note, however, that any such

conversion would require approval by the COUNTY through formal amendment to this Agreement);

- (5) Section 92.257 - Faith Based Activities;
- (6) Section 92.303 - Tenant Participation Plan;
- (7) Section 92.350 - Other Federal Requirements;
- (8) Section 92.351 - Affirmative Marketing; minority outreach program;
- (9) Section 92.353 - Displacement, Relocation, and Acquisition;
- (10) Section 92.354 - Labor;
- (11) Section 92.355 - Lead based paint;
- (12) Section 92.356 - Conflict of Interest;
- (13) Section 92.358 - Consultant Activities;
- (14) Section 92.503 - Program Income; and
- (15) Section 92.505(b) - Applicability of Uniform Administrative Requirement.

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

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

(b) All written procedures and policies issued by the COUNTY regarding implementation of the COUNTY's HOME Program and Local Housing Assistance Plan ("LHAP").

(c) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel.

Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

Section 8. Project Publicity.

(a) 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 HOME Program funding by HUD and providing funds to CENTER.

(b) To the extent that CENTER acquires a rental housing facility containing five (5) or more units, CENTER shall adhere to the affirmative marketing requirements of Title 24, C.F.R. section 92.351.

Section 9. Management Assistance.

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

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

Section 10. Maintenance of Records.

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

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

(2) Financial records regarding the following:

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

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

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

(b) CENTER shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. If CENTER is receiving more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from HUD through the COUNTY pursuant to this Agreement, or subsequent amendments or addendums thereto, such auditing procedures shall be undertaken in compliance with 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) CENTER 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 activities described in Exhibit "A".

(e) CENTER shall submit to the COUNTY an End of Year Report attached hereto as Exhibit "E".

Section 11. 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 acquisitions and rehabilitations CENTER has agreed to perform hereunder or for debts or claims accruing to such parties against CENTER. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any property, work, labor, services, goods, or materials to CENTER as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time-to-time be employed by CENTER.

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

Section 13. Indemnification.

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

hereunder or by any defect in the acquisitions or construction of the project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

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

Section 14. Insurance. CENTER shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State, and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury and other casualty.

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

Section 16. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 17. Program Income Derived Under This Agreement.

(a) Any and all Program Income, as defined in Title 24, Code of Federal Regulations, Section 92.2, derived as a direct result of the investment of any COUNTY funds invested or awarded hereunder shall first be expended by CENTER before requesting subsequent advancement or reimbursement of funds from COUNTY.

(b) In the event that any of said Program Income is received by CENTER after completion of the projects authorized by this Agreement but prior to the expiration of this Agreement, CENTER shall immediately render such Program Income to the COUNTY.

(c) If any of said Program Income is received by CENTER after expiration of the term of this Agreement, such Program Income shall be used by CENTER to provide services to the clients of CENTER of a nature similar to the uses set forth herein.

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

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

Section 20. Suspension and Termination. COUNTY may 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 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

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

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

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

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

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

(c) Pursuant to Section 216.347, Florida Statutes, CENTER 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 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
1101 E. First St.
Sanford, FL 32771

For CENTER:

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

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

Section 25. Entire Agreement, Effect on Prior Agreement.

This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements including particularly the Original Agreement, the First Amendment and the Second Amendment between the parties relating to the subject matter of this Restated Agreement.

Section 26. Amendment To Agreement. This Agreement may be amended by a written instrument executed with the same formalities as this Restated Agreement. The expansion of the rental units acquisition and rehabilitation program to purchase more than the eleven (11) units envisioned herein may be done by addendum to this Agreement signed by both parties describing the number of units, completion dates, and other particulars sufficient to permit a restatement of Exhibits "A" and "B," which shall also be deemed revised. Upon adoption such amendment or addendum shall be attached to each party's copy of this Restated Agreement.

Section 27. Severability. If any one or more of the covenants or provisions of this Restated Agreement shall be held to be contrary to any express provision of law, or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Restated Agreement, and shall in no way affect the validity of the remaining covenants or provisions thereof.

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

ATTEST:

John Sweeney
John Sweeney, Secretary
JOHN SWEENEY
[CORPORATE SEAL]

THE CENTER FOR AFFORDABLE HOUSING, INC.

By: Susan Caswell as Pres
SUSAN CASWELL, President

Date: 7/11/05

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney
AWS/lpk
6/7/05
center for affordable housing restated 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" - Restrictive Use Covenant

EXHIBIT A

SCOPE OF SERVICES

GENERALLY:

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

CENTER shall acquire and rehabilitate at least eleven (11) affordable, transitional, rental housing units. The CENTER shall use the funds issued by the COUNTY pursuant to this Agreement to acquire the necessary real property and housing structures and rehabilitate such structures to produce the eleven (11) transitional, affordable, rental housing units. No less than eleven (11) units shall be acquired and/or rehabilitated initially. Acquisition and/or rehabilitation of more units shall be documented by addendum to the Restated Agreement in accordance with Section 26 thereof.

In no event shall any of the housing units be rented to persons other than Low Income or Very Low Income households. All units shall be rented only to families attempting to obtain self-sufficiency and in need of support services to do so. Rental preferences shall be given to clients of Seminole County Victim's Rights Coalition, Inc., J.U.T.E., Inc., and The Lisa Merlin House, Inc. All units shall be used as transitional housing and not as permanent residences.

SPECIFIC OBLIGATIONS:

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

2. CENTER shall meet with the CD Administrator, his or her staff, and the COUNTY's Construction Specialist prior to and/or during

the work description write ups to insure accuracy and quality of the final work product.

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

4. Following the close of the bidding period, the COUNTY and CENTER shall jointly review the bids received and bidder qualifications.

CENTER shall select, upon COUNTY approval, the bidders to be awarded the contract work. CENTER shall prepare, negotiate, and execute a contract with the selected bidder.

5. CENTER shall locate and acquire real property and structures to serve as the housing units. CENTER shall assure that no relocation or displacement obligations are created toward the renters or occupant owners thereof. If any of the properties to be acquired are occupied by owner(s) or tenant(s) of the property, CENTER shall seek direction from the COUNTY Relocation Specialist before entering into any type of activity to acquire the property.

6. CENTER shall acquire the real property and associated structures for the least possible cost and in no event more than fair market value as determined by a State licensed real estate appraiser.

Prior to closing on each parcel, CENTER shall obtain written COUNTY approval of the proposed acquisition and preliminary cost estimates of rehabilitation associated with the structure to be rehabilitated on that parcel.

7. CENTER shall prepare design plans and budgets for the rehabilitation of the housing units.

8. CENTER shall monitor and inspect all rehabilitation/construction activities to ensure compliance with this Agreement.

9. CENTER shall secure all necessary permits or certificates.

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

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

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

13. CENTER shall complete all acquisitions, renovations and shall have all eleven (11) affordable housing units occupied by September 30, 2005.

EXHIBIT B
PROJECT BUDGET

<u>ACTIVITY</u>	<u>FUNDS</u>
Acquisition and/or rehabilitation of at least eleven (11) housing units and associated real property.	\$463,670.00
Developer's fees per housing unit (to be paid at completion of each unit)	\$ 4,500.00 (\$4,500.00 x 11 housing units=\$49,500.00 total)
Total	\$473,170.00

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: THE CENTER FOR AFFORDABLE HOUSING, INC.

Title of Activity/Project: _____

Vendor Mailing Address: _____

Vendor Contact Person: _____

Vendor Telephone Number: _____

Payment Request No: _____

Subrecipient Agreement Amount \$473,170.00	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
Total Invoices Billed			

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D
MONTHLY REPORT

Status Report for Month of _____

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

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments: _____

Signed: _____

EXHIBIT E
END OF YEAR REPORT

CENTER OF ORGANIZATION: THE CENTER FOR AFFORDABLE HOUSING, INC.

Fiscal year: _____

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of House-hold/ 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: _____

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 "F"
RESTRICTIVE USE COVENANT

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

Address: _____

Legal: _____

Parcel Identification Number: _____

(the "Property").

The use of the Property shall be restricted to providing transitional, non-permanent, rental housing for Low income and Very Low income households as defined below and subject to the terms and conditions of that certain Restated Agreement between Seminole County, Florida and Owner dated _____, 2005, relating to the County's grant to Owner of certain allocation of Federal Department of Housing and Urban Development ("HUD") HOME funds towards acquisition of the Property. Said use restrictions shall be for a period of _____ years from the recording date of this instrument (the "Affordability Period").

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

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

"Affordability Period" means the length of time for which the Property herein described shall comply with HUD HOME regulations and be used solely for the affordable housing purpose herein described pursuant to 24 CFR section 92.252. The Affordability Period shall commence on the date of recording of this instrument.

This restrictive covenant is and shall be for the benefit of the current Owner, its or their successors in title, and is expressly for the benefit of Seminole County, Florida and may be enforced by such persons and the County in any lawful manner. This restrictive covenant may be released prior to the expiration of the Affordability Period only upon the consent of Seminole County as evidenced by an instrument to that effect executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of Seminole County, Florida.

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

ATTEST: THE CENTER FOR AFFORDABLE HOUSING, INC.

ETTA MONTAQUE, Secretary By: SUSAN CASWELL, President

[CORPORATE SEAL] Date:

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this ___ day of ___, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ___, as ___ and ___, as ___, of the Center for Affordable Housing, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced ___ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

[Notary seal] Print Name
Notary Public in and for the County
and State Aforementioned