

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Rental Housing Development Agreement with the Center for Affordable Housing, Inc.

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Buddy Balagia, Planner **EXT.** 7379
Acting Director

Agenda Date <u>9/26/06</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 the Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement for Program Years 2004-2005 and 2005-2006.

(District 5 – Commissioner Brenda Carey)

BACKGROUND:

In June 2006 the County issued a Request for Proposals (RFP) to award \$753,100 in 2004-2005 and 2005-2006 HOME Program funds for senior citizen rental housing. These funds are required by Federal regulation to be set-aside for Community Housing Development Organizations (CHDOs). The Center for Affordable Housing, Inc. (Center) was the only one, of four certified CHDOs sent an RFP, to submit a proposal.

The Center proposes to construct a seven-unit garden apartment complex in Goldsboro on Cedar Avenue at West 3rd Street. The units will consist of three 1-bedroom/1-bath units, two 2-bedroom/1-bath units, and two 2-bedroom/2-bath units, and will be made available exclusively to very low income, senior citizen households (not exceeding 50% of area median income and at least 62 years of age). All units will be rented at Low HOME Rents with required Federally-imposed rent limits, which are currently \$538 and \$646 for one and two bedroom units, inclusive of utility allowances, respectively. Unit sizes will range from 648 to 828 square feet. In accordance with Federal standards, the units will be built with ENERGY STAR products and practices.

The Center owns the land, has secured adequate financing for the project (total development cost is estimated at \$1,313,102, or \$187,586 per unit), and is currently certified as a CHDO in Seminole County. The pro-forma submitted to the County indicates an acceptable underwriting process debt service ratio. By Federal regulation, the County is imposing a 20-year

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	<u>[Signature]</u>
Other:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No. <u>ccscacd03</u>	

affordability period on the project, protected by a Restrictive Use Covenant to be recorded on the Land Records of Seminole County at project completion.

Of the \$753,100 funded by the County, \$88,000 (\$12,571.43 per unit) is to be paid as a developer's fee to the Center. The developer's fee represents 11.7% of the total HOME investment, which is within accepted percentages for developer's fees. The County's investment is also well within the maximum subsidy limits for the HOME Program. Completion of the project is scheduled for August 2007.

STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve and authorize the Chairman to execute the Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement for Program Years 2004-2005 and 2005-2006.

Attachment:

- 1) Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement for Program Years 2004-2005 and 2005-2006.
- 2) Conceptual design of elevations and interior layout.

Attachment 1

SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC.
HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
RENTAL HOUSING DEVELOPMENT AGREEMENT
PROGRAM YEARS 2004-2005 AND 2005-2006

THIS AGREEMENT, entered into this ____ day of _____, 2006, 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 meets the criteria for being designated a Community Housing Development Organization (CHDO) as defined in Title 24, Code of Federal Regulations, Section 92.2; and

WHEREAS, CENTER previously submitted a CHDO proposal to develop seven (7) rental housing units serving Very Low Income Senior Citizen Households utilizing SEVEN HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$753,100.00) of COUNTY's HUD HOME funds; and

WHEREAS, COUNTY has determined that the Senior Citizen Household rental housing Project proposed by CENTER will serve a vital public purpose by providing needed affordable housing to Senior Citizens in Seminole County who are within HUD's definition of Very Low Income; and

WHEREAS, the parties hereto believe that this Agreement is the best means to accomplish the affordable housing Project and formalizing 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 the 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 for this Project is twenty (20) years.

(b) "CD Administrator" means the Community Assistance Division Manager or his designee.

(c) "County Approval" means written approval by the Community Services Department Director, Community Assistance Division Manager, or their designee.

(d) "Project" shall mean the development and construction of seven (7) residential rental units for use by Senior Citizen Households of Very Low Income in Seminole County, Florida. These rental apartments shall be constructed in one multi-family building structure and shall consist of three (3) 1 bedroom/1 bath units of 648 square feet each and two (2) 2 bedroom/1 bath units of 828 square feet and two (2) 2 bedroom/2 bath units of 828 square feet. The Project shall be constructed on the parcel of real property located in the City of Sanford, Florida, legally described in Exhibit "A" to this Agreement. The Project shall also comply with all of the terms and conditions of Exhibit "A" (Scope of Services) and Exhibit "B" (Project Budget), which Exhibits are attached to this Agreement and incorporated herein by reference.

(e) "Senior Citizen Household" shall mean a household headed by a person or having a spouse at least sixty-two (62) years of age or older.

(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". 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 December 31, 2007. 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.

Anything to the contrary notwithstanding, all rental units whose development and construction 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 may direct pay on behalf of CENTER the contractors and vendors selected by CENTER to develop the seven (7) housing units upon CENTER's providing appropriate documentation, as provided in subparagraph (d) below, for CENTER's performance of 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.

(b) In lieu of direct payment provided for in paragraph (a) above, the COUNTY may also reimburse CENTER for funds paid to the contractors, subcontractors and vendors selected by CENTER to provide services to the units under this Agreement in accordance with and up to the amounts in the Project Budget.

(c) The COUNTY has allocated SEVEN HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$753,100.00) of HUD HOME funds for completion of this Agreement. The COUNTY will pay or reimburse CENTER for the Project services rendered under this Agreement up to SEVEN HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$753,100.00). In the event that CENTER does not require the full amount of SEVEN HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$753,100.00), as reflected in the bids received and final Project development costs reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such excess funds to other eligible activities.

(d) In no event shall the COUNTY reimburse CENTER or directly pay its contractors, subcontractors or vendors until all goods and services rendered are invoiced and approved in writing by the Executive Director of CENTER and the CD Administrator. In order to process payment requests, CENTER shall submit to the COUNTY a completed American Institute of Architects (AIA) invoice form, attached hereto as Exhibit "C", together with an original invoice signed by the entity requesting payment or for which reimbursement is sought and CENTER's Executive Director. 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 direct payment to the vendor/contractor or 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 HOME Program and COUNTY imposed 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 December 31, 2007, 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 after December 31, 2007.

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

(h) CENTER shall use the funds provided under this Agreement to leverage funds and services for the completion of the Project described herein. CENTER must demonstrate a minimum leveraging in the form of dollars or, if pre-approved in writing by the CD Administrator, professional services or in-kind services so that all Project costs, including pre-development expenses and construction contingencies and reserves, are fully funded. Prior to any and all advancement, direct payment or reimbursement of funds to or on behalf of CENTER, CENTER must document to COUNTY's satisfaction that sufficient leveraged funds are available, obligated and have been expended toward the completion of the Project. 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 pursuing 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 whatsoever.

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-133, "Audits of States, Local Governments and Non-Profit Organizations";

(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 HOME Program funding.

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

(1) Section 92.250 - Maximum Per Unit Subsidy Amount and Subsidy Layering.

(2) Section 92.251 - Property Standards, including the requirement that Project units meet the accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

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

(4) Section 92.253 - Tenant and participant protections;

(5) 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);

(6) Section 92.257 - Faith Based Activities;

(7) Section 92.303 - Tenant Participation Plan;

(8) Section 92.350 - Other Federal Requirements;

(9) Section 92.351 - Affirmative Marketing; minority outreach program;

(10) Section 92.353 - Displacement, Relocation, and Acquisition;

(11) Section 92.354 - Labor;

(12) Section 92.355 - Lead based paint;

(13) Section 92.356 - Conflict of Interest;

(14) Section 92.358 - Consultant Activities;

(15) Section 92.503 - Program Income; and

(16) Section 92.505(b) - Applicability of Uniform Administrative Requirement.

(d) 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, if necessary, nor is CENTER released from any environmental pollution that it may cause or have caused and CENTER shall assume full liability therefore.

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) 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 the provider of funds to CENTER.

(b) 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 thirty (30) days after the expiration of the subject time frame advising CENTER that it is in default of this 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. Because CENTER is receiving more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from HUD through the COUNTY pursuant to this Agreement, 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, documents and contracts of whatsoever type or nature required by this Agreement shall be available for monitoring, 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 this Agreement made by any Federal, State or local agency.

(d) CENTER shall complete and provide to the CD Administrator a monthly report on the form 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 Project 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 Project 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 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 shall only 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 this 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 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 this Agreement against property damage or loss, human injury and other casualty.

Section 15. Non-Assignability. Neither party shall assign this 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. HOME Program Proceeds and Program Income Derived Under This Agreement.

(a) Any and all Program Income, as well as HOME Program funds on hand, 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 HOME Program proceeds or Program Income is received by CENTER after completion of the Project authorized by this Agreement, but prior to the expiration of this Agreement, CENTER shall immediately render same to the COUNTY.

(c) If any of said HOME Program proceeds or Program Income is received by CENTER after expiration of the term of this Agreement, such Program Income shall be used by CENTER to provide affordable housing services to other Very Low Income residents of Seminole County 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 this Agreement or for other legal cause. The parties may mutually terminate this 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 this 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 this Agreement;
- (e) Require specific performance of this 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 the real property comprising the Project. 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.

(h) Initiation and prosecution of any available legal or equitable remedy in a court of competent jurisdiction.

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) CENTER hereby further agrees that monies received from the COUNTY pursuant to this 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 Assistance Division
1101 E. First St.
Sanford, FL 32771

For CENTER:

Executive 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.

Section 26. Amendment To Agreement. This Agreement may be amended by a written instrument executed with the same formalities as this Agreement. The expansion of the Project 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 Agreement.

Section 27. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not

expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall in no way affect the validity of the remaining covenants or provisions thereof.

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

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

John Sweeney, Secretary
JOHN SWEENEY, Secretary

By: Susan Caswell as Pres
SUSAN CASWELL, President

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk
8/2/05
center for affordable housing senior citizen rentals

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - American Institute of Architects invoice form
- Exhibit "D" - Monthly Report
- Exhibit "E" - End of Project Report
- Exhibit "F" - Restrictive Use Covenant

EXHIBIT A

GENERAL SCOPE OF SERVICES

GENERALLY:

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

CENTER shall develop at least seven (7) affordable rental housing units on property located in the City of Sanford, Florida for Very Low Income Senior Citizens. The CENTER shall use the funds issued by the COUNTY pursuant to this Agreement along with other funding to develop the real property and seven (7) rental housing units. No less than seven (7) rental housing units shall be constructed.

In no event shall any of the housing units be rented to persons other than Very Low Income Senior Citizen households during the twenty (20) year Affordability Period.

SPECIFIC OBLIGATIONS:

1. The rental apartments comprising the Project shall be constructed in one multi-family building structure and shall consist of three (3) 1 bedroom/1 bath units of 648 square feet each, two (2) 2 bedroom/1 bath units of 828 square feet, and (2) 2 bedroom/2 bath units of 828 square feet. The Project shall be constructed on the parcel of real property located in the City of Sanford, Florida, legally described in paragraph 16 of this Exhibit. The Project shall also comply with all of the other terms and conditions of this Exhibit "A" and Exhibit "B" (Project Budget), attached to the Agreement.

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

3. CENTER shall meet with the CD Administrator and his or her staff prior to and/or during the work description write ups to insure accuracy and quality of the final work product.

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

5. Following the close of the bidding period, the COUNTY and CENTER shall jointly review the bids received and bidder(s) 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.

6. CENTER shall prepare design plans and budgets for the Project which must be designed and constructed so as to conform to "Model Energy Code" or the Energy Star standards, whichever is applicable.

7. CENTER shall monitor and inspect all pre-development, development and design and construction activities to ensure compliance with this Agreement.

8. CENTER shall secure all necessary permits, zoning and other regulatory approvals, inspections and certificates required for all phases of the Project.

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

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

11. No CENTER board member, 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.

12. CENTER shall complete the Project by December 31, 2007.

13. CENTER shall limit the rents charged for all completed housing units to the Low Home Rent Limits for the respective bedroom sizes as published by HUD for the Orlando Metropolitan Statistical Area. Those rent limits for 2006 are as follows:

Efficiency \$502

1 Bedroom \$538

2 Bedroom \$646

14. CENTER shall not invest any more HOME Program funds in the Project than is allowed by the HOME Maximum Subsidy Limits as published by HUD.

15. CENTER shall ensure the Project meets or exceeds the accessibility requirements established in 24 CFR, Part 8, implementing Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).

16. The Project shall be developed on that certain parcel of real property located at the corner of Cedar Avenue and W. 3rd Street in the City of Sanford, Florida, the legal description and parcel identification number for which are as follows:

LOTS 6, 7, 8, 9 AND 10, BLOCK 5, TIER 11 OF E.R. TRAFFORDS
MAP OF THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 1, PAGES 56 THROUGH 64 OF THE PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA
Parcel Identification Number: 25-19-30-5AG-0511-0060

17. CENTER shall execute and record a Restrictive Use Covenant in the form of Exhibit "F" to the Agreement on the subject property limiting the use thereof to rental housing for Very Low Income Senior Citizen Households for twenty (20) years.

EXHIBIT B

PROJECT BUDGET

ACTIVITY	FUNDS
Development/construction of seven (7) affordable rental apartment units serving very low income senior citizen households. <i>2004-2005 HOME funds</i> <i>11902-110262-580821</i>	\$188,025
Development/construction of seven (7) affordable rental apartment units serving very low income senior citizen households. <i>2005-2006 HOME funds</i> <i>11902-110263-580821</i>	\$477,075
Developer's fee (to be paid at Certificate of Occupancy). <i>2005-2006 HOME funds</i> <i>11902-110263-580821</i>	\$88,000
TOTAL	\$753,100

EXHIBIT C

AMERICAN INSTITUTE OF ARCHITECTS
INVOICE FORM

(To be used for requesting direct payment to contractors or vendors or
for reimbursement payments to CENTER.)

To be supplied by Community Assistance Staff

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 PROJECT REPORT

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

Fiscal year: _____

Type of service provided: _____

Total number of people served: _____

Total units meeting Model Energy Code or Energy Star standards: _____

Total units designated for persons with HIV/AIDS: _____

Total units designated for Homeless Households: _____

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: _____

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 legal description and parcel identification number for which are as follows:

LOTS 6, 7, 8, 9 AND 10, BLOCK 5, TIER 11 OF E.R. TRAFFORDS
MAP OF THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF
RECORDED IN PLAT BOOK 1, PAGES 56 THROUGH 64 OF THE PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 25-19-30-5AG-0511-0060

(the "Property").

The use of the Property shall be restricted to providing rental housing for Very Low Income Senior Citizen Households as defined below and subject to the terms and conditions of that certain HOME Program Community Housing Development Subrecipient Agreement between Seminole County, Florida and Owner dated _____, 2006, relating to the County's grant to Owner of an allocation of Federal Department of Housing and Urban Development ("HUD") HOME funds towards development and construction of seven (7) rental housing units on the Property. Said use restriction shall be in full force and effect until December 31, 2027 or until the 20th anniversary of the recording date of this instrument, whichever is later (the "Affordability Period").

"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, which for the above described Property shall be a term of twenty (20) years.

"Senior Citizen Household" shall mean a family unit headed by a person or having a spouse at least sixty-two (62) years of age or older.

"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.

This Restrictive Use Covenant is and shall be for the benefit of the current Owner, its 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 Use 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.

JOHN SWEENEY, Secretary

By: _____
SUSAN CASWELL, President

[CORPORATE SEAL]

Date: _____

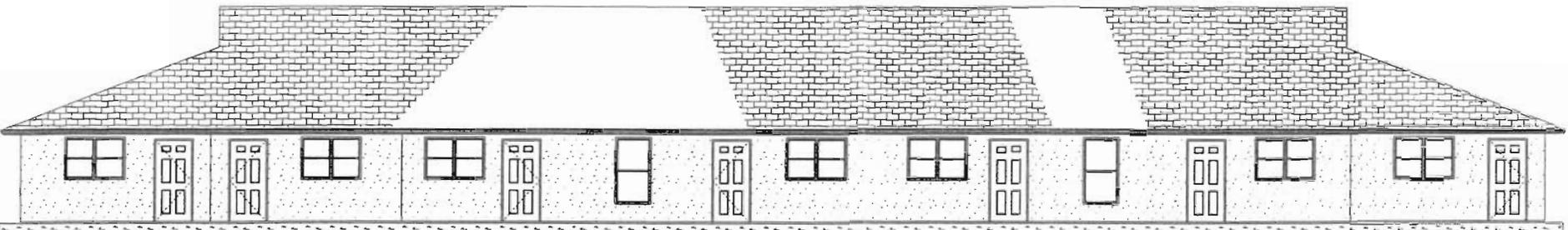
STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this ___ day of _____, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SUSAN CASWELL, as President and JOHN SWEENEY, as Secretary 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.

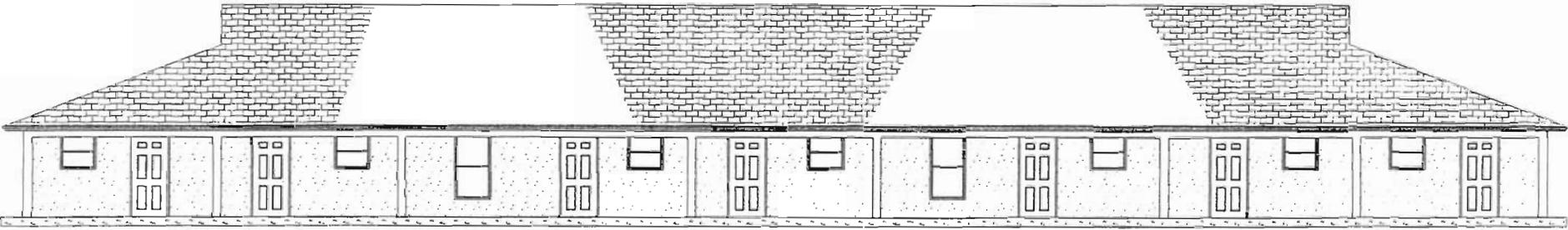
[Notary seal]

Print Name
Notary Public in and for the County
and State Aforementioned

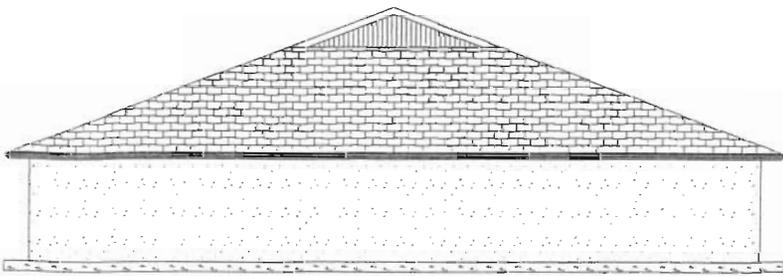
Attachment 2



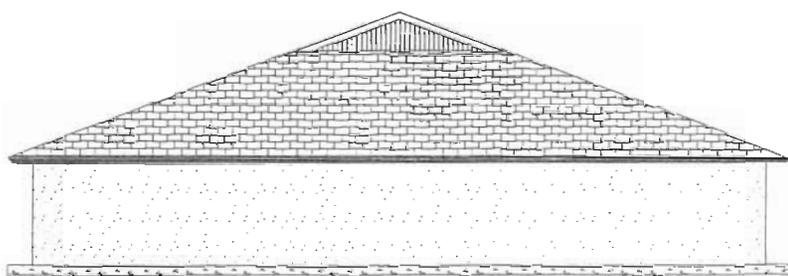
FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION



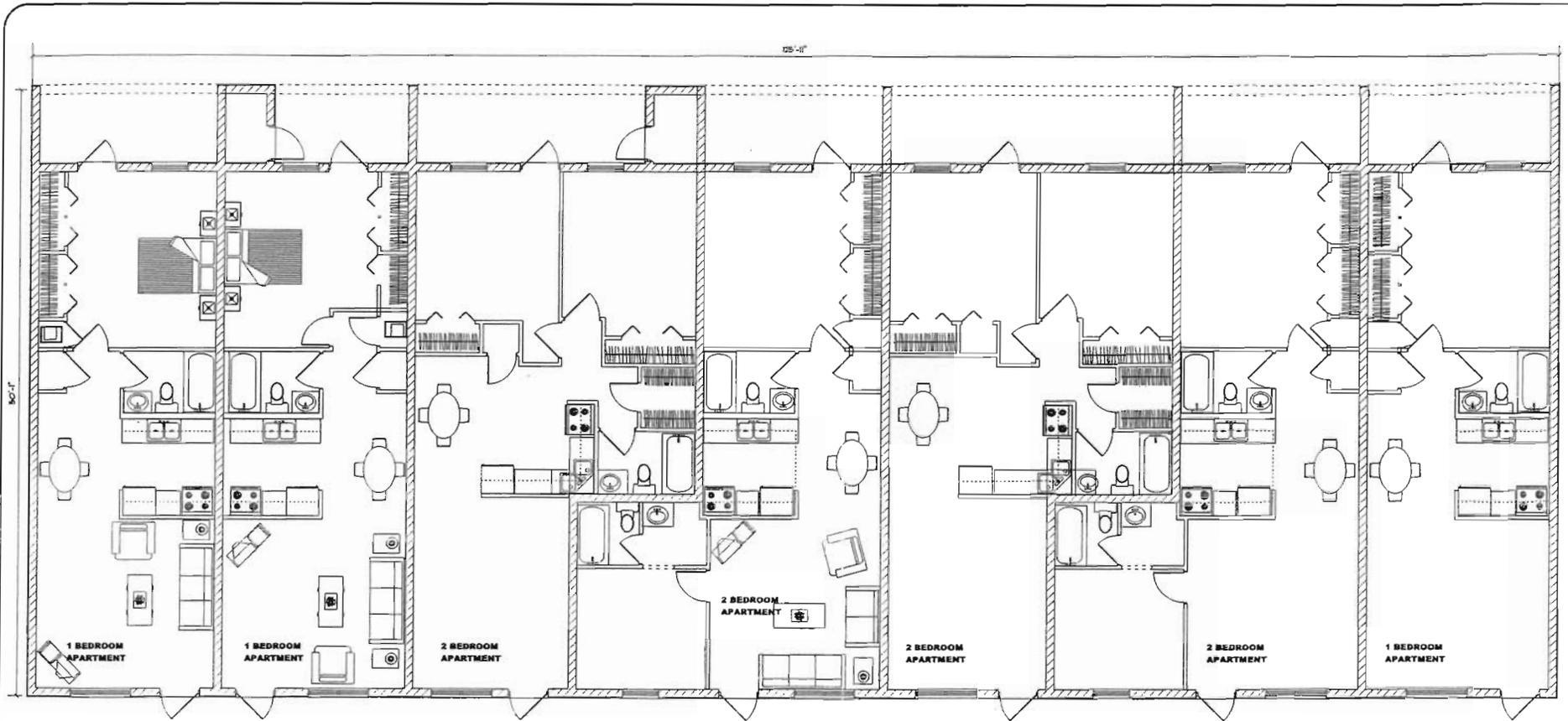
RIGHT ELEVATION

**PROPOSED: CEDAR GROVE APARTMENTS, SANFORD, FLORIDA
THE CENTER FOR AFFORDABLE HOUSING, SANFORD,**

NOTICE
The information on this sheet is the property of Alan W. Jones, Inc. and is not to be copied, in whole or part, without the written permission of Alan W. Jones, Inc. Contract Number C08043366.

**PRELIMINARY
NOT FOR CONSTRUCTION**

WAMARAK, INC. / ALVIN M. JONES STATE CERTIFIED GENERAL CONTRACTOR LEESBURG, FLORIDA	ENGINEER OF RECORD:	DATE: July 26, 2006	ELEVATIONS
	CEDAR GROVE APARTMENTS SANFORD, FLORIDA THE CENTER FOR AFFORDABLE HOUSING	SCALE: 1/4" = 1'-0" DRAWN BY: APPROVED:	REVISED: DRAWING 2



MAIN FLOOR LAYOUT

**PROPOSED: CEDAR GROVE APARTMENTS, SANFORD, FLORIDA.
THE CENTER FOR AFFORDABLE HOUSING, SANFORD.**

**SEVEN APARTMENTS: 4 - 2 BEDROOMS
3 - 1 BEDROOMS**

**ALSO AVAILABLE IN 2 - 2BEDROOM AND 5 - 1BEDROOM
ALL AVAILABLE IN HANDICAP.**

PRELIMINARY
NOT FOR CONSTRUCTION

Notice:
The information on this sheet is the property of Adam M. Jones / Wamara, Inc. and is not to be copied, in whole or part without the written permission of Adam M. Jones. State Certified General Contractor 08 0143234.

CEDAR GROVE APARTMENTS SANFORD, FLORIDA. THE CENTER FOR AFFORDABLE HOUSING	WAMARA, INC. / ALAN M. JONES STATE CERTIFIED GENERAL CONTRACTOR 08-0143234 LEESBURG, FLORIDA.	ENGINEER OF RECORD	SCALE: 1/4" = 1'-0"	DATE: June 26, 2008
		APPROVED	DRAWN BY	FLOOR LAYOUT
				REVISED
				DRAWING#