

## **REQUEST FOR PROPOSALS**

**29. Award RFP-0045-05/TLR – HUD’s Home Self-Sufficiency Program for Tenant Based Rental Assistance to The Center for Affordable Housing, Inc., Sanford, (\$940,105.00 for 30 months).**

RFP-0045-05/TLR will provide a sub-recipient to administer the HOME – Tenant Based Rental Assistance (TBRA) program for Seminole County. The program is intended to provide TBRA for up to two years to eligible very low-income residents ( $\leq 50\%$  of the Area Median Income as established by HUD). This program is coupled with assisting the participant, defined as a head of household or one “aging out of foster care” who are currently permanent residents of Seminole County, in achieving self-sufficiency through education or training. A participant, with the provision of rental assistance for a two-year term, may continue to cover household rent while participating in an up to two-year education/training program designed to provide new employment skills and future income potential, thus providing self-sufficiency.

This project was publicly advertised and the County received one (1) proposal, listed below:

- The Center for Affordable Housing, Inc., Sanford

The Evaluation Committee, which consisted of Alice Gilmartin, Principal Coordinator; Diane Ledford, Principal Coordinator; and Shelley McHaney, Planner, evaluated the proposal. The initial evaluation criteria consisted of the following:

### Approach (Support to participants)

- Stabilize the family
- Provide various counseling needs to include education or training opportunities
- Ability to network with other social services for the benefit of the participants

### Ability to Perform

- Prepare income certification per HUD requirements
- Demonstrate ability to monitor project to federal requirements and provide examples of monitoring experience
- Perform HQS inspections
- Superior file management

## Experience/Qualifications

Qualifications and experience of the agency, including sub-consultants, and personnel relevant to this project, their role and participation:

- Experience in similar work
- Past and current experience with governmental entities
- Relevant confirmation of references

## Proven Financial Stability

- Most recent Audited Financial Statement
- Other measures or examples of financial stability

The Evaluation Committee recommends award of the contract to The Center for Affordable Housing, Inc., Sanford, as they demonstrated a firm approach and ability to perform as well as extensive qualifications and experience.

The amount of this contract will be for the full TBRA allocation of \$940,105 for 30 months with an additional 30 month option. This is a budgeted project and funds are available in account number 110262.580821 and 110901.53034. Planning and Development/Community Resources and Fiscal Services/Purchasing and Contracts Division recommend that the Board award and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL  
RFP TABULATION SHEET**

RFP NUMBER: RFP-0045-05/TLR  
 RFP TITLE: HUD's Home Self-Sufficiency Program  
 DUE DATE: September 22, 2005, 2:00 P.M

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE --
<p>The Center for Affordable Housing, Inc.            2524 S. Park Dr.            Sanford, FL 32773            William F. Newman, Executive Director            Ph. 407-323-3268            Fx. 407-323-3800</p>	

**EVALUATION CONSIDERATIONS**

- Approach (45%)
- Ability to Perform (35%)
- Qualifications/Experience (10%)

Tabulated by: T. Roberts, CPPB (Posted 9/22/2005)  
 Evaluation Meeting: October 03, 2005 at 9am, Purchasing Conference Room 3223, 1101 E 1<sup>st</sup> St., Sanford, Florida  
 Presentations: IBD

**Recommendation of Award:** IBD  
**BCC Date:** IBD

**RFP-0045-05/TLR- HUD's Home Self-Sufficiency Program**

**SUBMITTAL COMPANY NAME:** The Center for Affordable Housing, Inc.

**QUALIFICATION COMMITTEE MEMBER:** Alice Gilman

**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Approach 45%

Outlined a reasonable approach to administer the contract, esp. the self-sufficiency report to the program

Score 40  
(0-45)

Criteria: Ability to Perform 35%

Has experience in the application and procedures for "income certification" and HAS inspection. Understand TBRA through HAID experience

Score 30  
(0-35)

Criteria: Qualifications/Experience 10%

-Gave detailed info on financial stability

Score 7  
(0-10)

Total Score 77  
(0-100)  
90

86%

RFP-0045-05/TLR- HUD's Home Self-Sufficiency Program

SUBMITTAL COMPANY NAME: The Center for Affordable Housing, Inc.

QUALIFICATION COMMITTEE MEMBER: Shelley McHaney

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach 45%

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Score 35  
(0-45)

Criteria: Ability to Perform 35%

\* Being able to perform HOS inspections is a plus.  
\* Already following and using Florida Housing  
Finance (SHIP) Income certification is also a plus.

Score 25  
(0-35)

Criteria: Qualifications/Experience 10%

\* Certified HUD Counseling Agency  
\* CHBD (1st for Seminole County Housing Development)  
\* 24 yrs of working knowledge

Score 10  
(0-10)

78%

Total Score 70  
(0-100)  
90

RFP-0045-05/TLR- HUD's Home Self-Sufficiency Program

SUBMITTAL COMPANY NAME: The Center for Affordable Housing, Inc.

QUALIFICATION COMMITTEE MEMBER: D Ledford

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach 45%

Will design plans per client ✓  
Interview client ✓  
Refer to resources

Score 45  
(0-45)

Criteria: Ability to Perform 35%

has 80 - LI homes / rental units  
has classes & trainings ongoing  
HUD Conf. Council  
Transitional Services

Score 35  
(0-35)

Criteria: Qualifications/Experience 10%

1981 - 20+ yrs - Management  
7 yrs Assoc Staff  
position can at year / no award funding

Score 10  
(0-10)

100%

Total Score 90  
(0-100)  
90

**ADMINISTRATIVE SERVICES AGREEMENT (RFP-0045-05/TLR)**  
**HUD'S HOME SELF SUFFICIENCY PROGRAM FOR TENANT BASED RENTAL ASSISTANCE**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE CENTER FOR AFFORDABLE HOUSING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2524 S. Park Avenue, Sanford, Florida 32771, hereinafter called the "SUBRECIPIENT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified contractor to provide administrative services regarding HUD's Home Self Sufficiency Program for Tenant Based Rental Assistance in Seminole County; and

**WHEREAS**, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, SUBRECIPIENT is competent and qualified to furnish services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and SUBRECIPIENT agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain SUBRECIPIENT to furnish professional services and perform those tasks as further described in the Scope of Services and Occupancy Standards, attached hereto and incorporated herein as Exhibits "A" and "C", respectively.

**SECTION 2. COMMENCEMENT.** The services to be rendered by SUBRECIPIENT shall commence upon execution of this Agreement by the parties.

**SECTION 3. COMPENSATION AND PAYMENT.**

(a) The COUNTY agrees to compensate SUBRECIPIENT for the professional services called for under this Agreement fees as described in Exhibit "B", attached hereto.

(b) Payments shall be made to the SUBRECIPIENT when requested as work progresses for services furnished, but not more than once monthly. SUBRECIPIENT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of SUBRECIPIENT's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay SUBRECIPIENT ninety percent (90%) of the approved amount.

**SECTION 4. BILLING AND PAYMENT.**

(a) SUBRECIPIENT shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the SUBRECIPIENT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the SUBRECIPIENT for all services performed by the SUBRECIPIENT during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (4) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Planning and Development Department  
1101 E. First Street  
Sanford, Florida 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the SUBRECIPIENT.

**SECTION 5. AUDIT OF RECORDS.**

(a) COUNTY may perform or have performed an audit of the records of SUBRECIPIENT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to SUBRECIPIENT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to SUBRECIPIENT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to SUBRECIPIENT. Conduct of this audit shall not delay final payment as required by Section 5(b).

(b) The SUBRECIPIENT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at SUBRECIPIENT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, SUBRECIPIENT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

**SECTION 6. RESPONSIBILITY OF SUBRECIPIENT.**

(a) SUBRECIPIENT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by SUBRECIPIENT under this Agreement. SUBRECIPIENT shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the SUBRECIPIENT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the SUBRECIPIENT'S performance of any of the services furnished under this Agreement.

**SECTION 7. OWNERSHIP OF DOCUMENTS.** All deliverable reference data, survey data, plans and reports that result from the SUBRECIPIENT'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to SUBRECIPIENT. No changes or revisions to the documents furnished by SUBRECIPIENT shall be made by COUNTY or its agents without the written approval of SUBRECIPIENT.

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of thirty (30) months, and at the option of the parties, may be renewed for one (1) additional thirty (30) month term.

**SECTION 9. TERMINATION.**

(a) The COUNTY may, by written notice to the SUBRECIPIENT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the SUBRECIPIENT to fulfill SUBRECIPIENT'S Agreement obligations. Upon receipt of such

notice, the SUBRECIPIENT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the SUBRECIPIENT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the SUBRECIPIENT shall be paid compensation for services performed to the date of termination. SUBRECIPIENT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the SUBRECIPIENT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the SUBRECIPIENT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The SUBRECIPIENT shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the SUBRECIPIENT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the SUBRECIPIENT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the SUBRECIPIENT had not so failed, the termination shall be deemed to have been effected for the

convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 11. NO CONTINGENT FEES.** SUBRECIPIENT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the SUBRECIPIENT, to solicit or secure this Agreement and that SUBRECIPIENT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for SUBRECIPIENT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 12. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 13. SUBCONTRACTORS.** In the event SUBRECIPIENT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with any service covered by this Agreement, SUBRECIPIENT must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, SUBRECIPIENT shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 14. INDEMNIFICATION OF COUNTY.** The SUBRECIPIENT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the SUBRECIPIENT, whether caused by the SUBRECIPIENT or otherwise.

**SECTION 15. INSURANCE.**

(a) General. The SUBRECIPIENT shall at the SUBRECIPIENT's own cost, procure the insurance required under this Section.

(1) The SUBRECIPIENT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to

the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the SUBRECIPIENT, the SUBRECIPIENT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the SUBRECIPIENT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the SUBRECIPIENT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by SUBRECIPIENT shall relieve the SUBRECIPIENT of the SUBRECIPIENT's full responsibility for performance of any obligation including SUBRECIPIENT's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUBRECIPIENT shall, as soon as the SUBRECIPIENT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUBRECIPIENT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the SUBRECIPIENT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the SUBRECIPIENT, the SUBRECIPIENT shall, at the SUBRECIPIENT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUBRECIPIENT and shall be maintained in

force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) SUBRECIPIENT's insurance shall cover the SUBRECIPIENT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The SUBRECIPIENT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUBRECIPIENT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The SUBRECIPIENT's insurance shall cover the SUBRECIPIENT for those sources of liability which would be covered by

the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the SUBRECIPIENT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The SUBRECIPIENT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by SUBRECIPIENT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the SUBRECIPIENT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the SUBRECIPIENT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

**SECTION 16. ALTERNATIVE DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) SUBRECIPIENT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the SUBRECIPIENT had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 17. REPRESENTATIVE OF COUNTY AND SUBRECIPIENT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by SUBRECIPIENT, shall designate in writing and shall advise SUBRECIPIENT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement

shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) SUBRECIPIENT shall, at all times during the normal work week, designate or appoint one or more representatives of SUBRECIPIENT who are authorized to act on behalf of SUBRECIPIENT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 20. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the SUBRECIPIENT including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The SUBRECIPIENT is to be and shall remain an independent contractor with respect to all

services performed under this Agreement.

**SECTION 21. EMPLOYEE STATUS.** Persons employed by the SUBRECIPIENT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**SECTION 22. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the SUBRECIPIENT not specifically provided for herein shall be honored by the COUNTY.

**SECTION 23. PUBLIC RECORDS LAW.** SUBRECIPIENT acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. SUBRECIPIENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 24. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Planning and Development Department  
1101 E. First St.  
Sanford, FL 32771

**For SUBRECIPIENT:**

The Center for Affordable Housing, Inc.  
2524 S. Park Avenue  
Sanford, Florida 32771

**SECTION 25. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the SUBRECIPIENT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the SUBRECIPIENT.

**SECTION 27. CONFLICT OF INTEREST.**

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

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

(c) Pursuant to Section 216.347, Florida Statutes, the SUBRECIPIENT hereby agrees that monies received from the COUNTY pursuant

to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
WILLIAM F. NEWMAN  
Executive/Program Director

(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

AC/lpk  
10/10/05  
rfp-0045

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Financial Information
- Exhibit "C" - Occupancy Standards

# EXHIBIT A

## SCOPE OF SERVICES

### HUD'S HOME SELF-SUFFICIENCY PROGRAM FOR TENANT BASED RENTAL ASSISTANCE

Seminole County, Florida wishes to contract with an organization or, hereinafter identified as "**SUBRECIPIENT**," to administer the HOME – Tenant Based Rental Assistance (TBRA) program for the County. The program is intended to provide TBRA for up to two years to eligible very low-income residents ( $\leq 50\%$  of the Area Median Income as established by HUD) of Seminole County. This program is coupled with assisting the participant, defined as a head of household or one "aging out of foster care" who are currently permanent residents of Seminole County, in achieving self-sufficiency through education or training. A participant, with the provision of rental assistance for a two-year term, may to continue to cover household rent while participating in an up to two-year education/training program designed to provide new employment skills and future income potential, thus providing self-sufficiency.

#### **FUNDS AVAILABLE:**

The **SUBRECIPIENT** contract will be for the full TBRA allocation of \$940,105. The contract period will be 30 months, which will provide the **SUBRECIPIENT** up to six months to market the program, qualify the applicants, negotiate self-sufficiency agreements with participants, and ensure that the rental unit meets Housing Quality Standards. The **SUBRECIPIENT**'s proposal may include an amount up to \$55 per month per assisted participant for administration of the program.

#### **RESPONSIBILITIES OF THE SUBRECIPIENT:**

1. Provide rental assistance, to HOME requirements, to eligible very low-income Seminole County head of households/participants that are enrolled in an education/training program, preferably in Seminole County. Maximum time period is two years with a minimum lease term of one year. (Households will lose their assistance if they are determined to be over HUD's maximum allowed income for TBRA.)
2. Conduct income certification requirements per HOME requirements.
3. Market program by direct contact with the financial assistance offices of education/training institutions that serve Seminole County residents.
4. Advertise program in local newspapers. The ad and days of running the ads will need to be approved by the County. County will fund the cost of all ads.
5. Create a student selection process to be approved by the County.
6. Prepare an agreement document to be signed by the head of household/participant. Agreement document to be approved by the County prior to use.
7. Provide case management and supportive services to ensure family stability and self-sufficiency. Provide an array of services or act as a conduit to access services to stabilize and better conditions of household.
8. The following is the monitoring requirements for reporting/documents compliance. Within thirty (30) days from the date of this Agreement, the **SUBRECIPIENT** shall provide to the COUNTY a copy of its TBRA Program Operations Manual, which shall be compliant and consistent with HOME Program regulations as provided for in 24 CFR Part 92 and specifically 24CFR Part 92.209, Tenant-Based Rental Assistance: Eligible Costs and Requirements (see Exhibit "A"). The operations manual shall include, but not be limited to:
  - a. Program design and implementation policies/procedures in accordance with direction from Seminole County;

- b. Program objectives (i.e. provision of rental and security deposit payments to assist eligible very low-income households currently residing in Seminole County);
- c. Detailed tenant selection policies and criteria, including Seminole County Preferences.
  - 1) Participants in the Seminole County Self-Sufficiency Program; (The County's preference is that the program be targeted to Self-Sufficiency participants. Please note that homeowners are not eligible for this program.)
  - 2) Paying more than 50 % of their income for rent and utilities;
  - 3) Persons that are "aging out" of foster care;
  - 4) Involuntarily displaced (or about to be displaced), including victims of domestic violence;
  - 5) Living in substandard housing, including the homeless.
- d. The term of rental assistance and renewal policies subject to availability of HOME funds;
- e. Copy of lease in compliance with 24 CFR 92.253(a) and (b) (see Exhibit "A");
- f. Maximum subsidy limits and tenants contribution requirements;
- g. Tenant verification procedures and re-certification requirements;
- h. Grounds for termination of assistance, including landlord issues/procedures;
- i. Housing quality standards compliance requirements, including sample documents and checklists used for initial inspections and annual re-inspections;
- j. Move-out and close-out of unit inspection procedures;
- k. Inspection of housing schedule to ensure that it meets Housing Quality Standards once per year to include an inspection prior to initial assistance;
- l. the **SUBRECIPIENT** will keep records of applicants and approved participants to provide HUD with race, gender and other required ethnic data, as well, as any type of disability status;
- m. Monitor achievement of participant during the program in education/training work and document supportive services; In addition, the **SUBRECIPIENT** will assess the success of the program by interviewing the participant six months and one year after he or she has completed the two year program to document success of the program;
- n. The **SUBRECIPIENT** will follow occupancy requirements as stated in Exhibit "B"; and
- o. Record-keeping should include spreadsheets displaying "funds spent per household", lists of rejected applicants and whether there was an appeal and logs depicting all offers of assistance, indicating the reason any household was not assisted, including expirations of offers, if any.

**PAYMENT STANDARDS:**

- 1. Seminole County has adopted the High HOME Rent payment standard. (See Exhibit "C" Financial Information.)
- 2. Minimum tenant payment a head of household/participant will be expected to pay under this program per month is \$50 or 10 percent of household income (whichever is greater). Maximum TBRA payment a head of household/participant will be expected to pay under this program is 30 percent of their household income toward rent. The **SUBRECIPIENT** through the HOME TBRA program makes up the difference between the tenant's payment and the actual rent plus utilities based on the determination of the individual case. The **SUBRECIPIENT** may pay to assist any given household is the difference between the 30 percent of the household income

and the actual rent. Security deposits payments will be made by the **SUBRECIPIENT**.

3. The **SUBRECIPIENT** shall make monthly payments directly to the landlord or management company. Under no circumstances will payments be made directly to the participants. The participant is responsible to pay his or her portion of the rent. If the participant fails to pay their portion, the **SUBRECIPIENT** will withhold payment pending a counseling session with the participant and a determination of continuing eligibility.
4. The **SUBRECIPIENT** shall provide to the County on the 15<sup>th</sup> day of each month, or immediately after if date falls on a weekend, a voucher requesting payment for the next month. Sample voucher format is displayed in Exhibit "D". Final template for voucher format to be approved by the County prior to use.

Exhibit "B"

FINANCIAL INFORMATION  
Tenant-Based Rental Assistance

All HOME Program funds must be encumbered via a Project Set-up Report submitted to the COUNTY before any payment is remitted to the **SUBRECIPIENT**. The COUNTY, without need for notice to the SUBRECIPIENT, shall automatically recapture HOME funds not encumbered within the first six (6) months from the date of the Subrecipient Agreement.

The SUBRECIPIENT on behalf of tenant households shall make rental payments and security deposits directly to landlords. Monthly rental payments are to be based on the difference between the tenant's ability to pay (30% of monthly-income or the payment standard, whichever is greater), and the lesser of the amount necessary to rent a standard dwelling or the actual amount of the rental dwelling. Specifics of the per-household computation will be contained in the **SUBRECIPIENT** TBRA Program Operations Manual.

Administrative expenses made to the **SUBRECIPIENT** for operating this activity shall be on a fee-for-service basis, not to exceed the cumulative total of \$70,000.00, with a maximum fee of \$1,320.00 per eligible household placed in an eligible housing unit. These fees are to be provided in the amount of \$55.00 per month for every eligible household in eligible housing units. The **SUBRECIPIENT** understands that, since some TBRA funds may remain after all administrative expenses are exhausted; the **SUBRECIPIENT** shall assist any additional eligible households with no additional administrative expenses due to the **SUBRECIPIENT** until all TBRA funds are exhausted.

Exhibit "C"

OCCUPANCY STANDARDS

BASIC STANDARD: Section 8 Minimum HQS includes a basic occupancy standard of two people per living/sleeping area. The basic HQS standards may be modified to take into consideration specific household compositions and circumstances.

The Seminole County Community Development Office has adopted the following criteria to accommodate each household without unit overcrowding:

- A. Couples if they so desire may have one child no older than 5 yr. of age in the same bedroom.
- B. Provide for less than two persons of the same sex per sleeping area in the case of medical necessity.
- C. The interviewer will advise the household of the unit size for which the household is eligible.
- D. If the household selects a unit larger or smaller than the eligible unit size, the interviewer must advise the household of any potential impact on the rent payment that might need to be paid by the tenant household.

RECOMMENDED UNIT SIZE PER HUD STANDARDS:

NUMBER OF PERSONS	NUMBER OF BEDROOMS
1	0
2	2
4	4
6	6
8	8

Original housing unit assignments, unless otherwise determined by the household, shall be made so that, except for couples and very young children, persons of different sexes shall not occupy the same bedroom. As very young children get older or family numbers increase, a larger unit may be provided until contract or lease termination. A single parent with no more than two children regardless of sex should occupy the same bedroom; however, determination may be dependent upon unit availability.

Households receiving assistance under the **SUBRECIPIENT** Agreement with Seminole County must reside in single family or multifamily housing units within Seminole County. Households are free to locate housing of its own choosing as long as it satisfies HOME Program regulations (terms of residency, minimum HQS, amount of assistance, rent levels, etc.) and applicable and appropriate **SUBRECIPIENT** rules and requirements. All units shall conform to the County's current and applicable Anti-Displacement Strategy. The lease between a tenant and an owner of rental housing assisted with HOME funds must be for no less than twelve (12) months or more than twenty-four (24) months under the Subrecipient Agreement. The Lease Agreement between the tenant and the owner may not contain any of the prohibited provisions cited in 24 CFR Part 92.253.

EXHIBIT "D"  
MONTHLY  
VOUCHER  
FISCAL YEAR #  
TBRA PAID IN  
MONTH 2005  
REQUEST #

ID#	Name	Street	City	Zip code	Contract Amount	Request This Period	Requested To Date	Balance
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TOTALS: