

REQUEST FOR PROPOSALS

32. Award RFP-0045-05/TLR – HUD’s Home Self-Sufficiency Program for Tenant Based Rental Assistance (TBRA) to The Center for Affordable Housing, Inc., Sanford, (\$1,014,105.00 for 30 months).

This project was originally presented to the Board on November 15, 2005 at their regularly scheduled meeting. At that meeting, staff requested that the agreement be re-drafted to add language that was needed to comply with Federal Regulations. Subsequently, staff realized that the administrative costs associated with this contract could not be paid from the grant funds; therefore the contract amount has been increased by \$74,000.00 of County funding to cover administrative expenses.

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, the ability to perform, and extensive qualifications and experience.

The amount of this contract will be for the full TBRA allocation of \$940,105.00 (Grant Funding) for 30 months, plus \$74,000.00 (County Funding) for Administrative Costs. This is a budgeted project and funds are available in accounts numbered 110262.580821 and 110901.53034. The Agreement may be amended or extended by written agreement of the parties for an additional 30 months term.

Planning and Development/Community Development Division 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.

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 aspect to the program

Score 40
(0-45)

Criteria: Ability to Perform 35%

Has experience in the application and procedures for
"income certification" and HAS inspections. 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)

86%

90

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%

Score 35
(0-45)

Criteria: Ability to Perform 35%

* Being able to perform HQS 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
* CHSD (1st for Seminole County Housing Development)
* 24 yrs of working knowledge

Score 10
(0-10)

Total Score 70
(0-100)
90

78%

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 on going
Black Conf. Council
Transitional Services

Score 35
(0-35)

Criteria: Qualifications/Experience 10%

1981 - 20+ yrs - Management
7 yrs case staff
positive case at year / no court finding

Score 10
(0-10)

100%

Total Score 90
~~(0-100)~~
90

SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC.
TENANT BASED RENTAL ASSISTANCE SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2004-2005

THIS AGREEMENT entered into this _____ day of _____, 2005, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", for the use and benefit of its HOME Investment Partnership (HOME) Program and THE CENTER FOR AFFORDABLE HOUSING, INC., a non-profit Florida corporation organized under the laws of the State of Florida, whose principle place of business is 2524 S. Park Avenue, Sanford, Florida, 32771, hereinafter referred to as "CENTER".

W I T N E S S E T H:

WHEREAS, the COUNTY has made application for HOME Program funds and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in 24 Code of Federal Regulations (CFR) Part 92, hereinafter referred to as the "HOME Program" and 24 Code of Federal Regulations, Part 570 regarding the Community Development Block Grant ("CDBG") Program; and

WHEREAS, the COUNTY has submitted a Consolidated Plan to receive both HOME Program and CDBG funds; and

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

WHEREAS, the COUNTY and CENTER desire to enter into an agreement to implement certain HOME Tenant Based Rental Assistance activities within Seminole County, Florida from funds allocated to COUNTY for the 2004-2005 fiscal year; and

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

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

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

Section 2. Definitions.

(a) "CD Administrator" means the COUNTY's Community Resources Division Manager.

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

(c) "HOME Program" means the HOME Investment Partnership Program as authorized by 42 U.S.C., section 12701, et seq.

(d) "HOME regulations" means 24 CFR, Part 92 and supplemental, additional or successor provisions.

(e) "Housing activities" means those subsidized and funded housing assistance programs authorized under Title 24, Code of Federal

Regulations Part 92 involving CENTER, including the Tenant Based Rental Assistance Program, as defined herein.

(f) "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.

(g) "Planning and Development Department" means the Director of the COUNTY's Planning and Development Department or his designee.

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

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

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

(a) CENTER, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all services implied, described or referred to in Exhibit "A", Scope of Services, attached hereto and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the domain and control of CENTER.

(b) The parties recognize that this Agreement is for payment by CENTER of Tenant Based Rental Assistance payments to landlords and/or management companies on behalf of Tenant Based Rental Assistance clients and is for the costs of implementing certain housing

activities. The parties further recognize and agree that this Agreement is directly related to implementing the COUNTY's Tenant Based Rental Assistance Program as included in and authorized by the HOME Program.

Section 4. Term. The COUNTY shall pay CENTER for the services described in Exhibit "A" commencing upon execution of this Agreement for a period of thirty (30) months. This Agreement may be amended or extended by written agreement of the parties for an additional thirty (30) month term. Such services shall be performed as set forth in Exhibits "A" and "B" hereto and in accordance with applicable requirements of this Agreement and HUD, HOME and CDBG regulations. Payment of funds shall be contingent thereupon. This Agreement shall be effective upon execution by both parties. Any requirements set forth in Sections 13, 16, 18 and 25 of this Agreement shall survive the term of this Agreement as a whole.

Section 5. Consideration and Limitation of Costs. The COUNTY shall pay CENTER for the services described in Exhibit "A" in accordance with HOME and CDBG regulations and this Agreement an amount not to exceed NINE HUNDRED FORTY THOUSAND ONE HUNDRED FIVE AND NO/100 DOLLARS (\$940,105.00) in HOME funds and SEVENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$74,000.00) in CDBG funds in accordance with the terms and conditions set forth in Exhibit "B", Financial Requirements, attached hereto and incorporated herein by reference. All HOME funds allocated under this Agreement shall only be applied for direct Tenant Based Rental Assistance payments and not for any administrative expenses of CENTER or the TBRA Program. All CDBG funds allocated to

CENTER under this Agreement shall be used exclusively for the administrative costs incurred for CENTER's performance of the TBRA Program under this Agreement. Any allocation of HOME funds toward administrative costs shall have first received the written approval of the CD Administrator and shall only be requested on the basis of extraordinary circumstances. If such approval is obtained, no HOME funds shall be expended for defined administrative expenses in excess of ten percent (10%) of the total amount of such funds allocated to the Program as required by 24 CFR, 92.207 and 92.209.

Section 6. Requests for Disbursement of Funds.

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

(b) CENTER shall submit to the COUNTY, during the performance hereof, all of the documentation required by this Section and Section 7 of this Agreement.

(1) A statement of all costs of services for the current report period categorized by budget line item and consistent with the criteria of Exhibits "A", "B" and "C" hereto. Exhibit "C" entitled "Occupancy Standards" is hereby incorporated into this Agreement by reference.

(c) Upon receipt of all required documentation, including particularly a completed Monthly Voucher statement, attached hereto

and incorporated herein as Exhibit "D", the COUNTY shall initiate the payment process. Reimbursement to CENTER shall be as soon as practicable; provided, however, that if CENTER has performed services in full compliance with this Agreement and all applicable laws, rules and regulations, payment shall be made by the COUNTY to CENTER within thirty (30) days of receipt of acceptable documentation by the COUNTY.

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

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

(f) Within thirty (30) days after completion of all services to be performed hereunder, CENTER shall render a final and complete statement to COUNTY of all costs and charges for services not previously invoiced. The COUNTY shall not be responsible for payment of any charges, claims or demands of CENTER not received within the thirty (30) day period.

Section 7. Reporting Requirements. CENTER shall fully complete and provide to COUNTY, prior to the 15th day of each month during the term of this Agreement, the Monthly Voucher statement attached hereto and incorporated herein as Exhibit "D". Failure by CENTER to comply with this requirement shall allow the COUNTY to withhold payment on the next request for funds reimbursement submitted by CENTER until the

required Monthly Voucher is submitted as mandated herein. CENTER shall also submit a TBRA Set-Up Report, attached hereto and incorporated herein as Exhibit "E". Failure by CENTER to submit a Set-Up Report shall allow the COUNTY to withhold all subsequent payments to CENTER until such Set-Up Report is submitted to the COUNTY as required herein. The reports shall be provided as part of the financial reimbursement process and shall also be prepared in accordance with Section 14 of this Agreement. The COUNTY shall have access to, and be provided copies and transcripts of, CENTER's records as necessary in the determination of the COUNTY or HUD to accomplish such obligation. Failure to timely complete and submit any reports required by this Agreement shall be deemed a breach of this Agreement and may result in termination of this Agreement for cause at the discretion of the COUNTY.

Section 8. Unavailability of Funds. If the COUNTY learns that funding from the Federal government cannot be obtained or continued, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to CENTER as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CENTER after CENTER has received such notice of termination. In the event there are any unused or returned COUNTY funds, CENTER shall promptly refund those funds to the COUNTY.

Section 9. Compliance with Federal and State Law and Uniform Administrative Requirements. CENTER shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It

is further understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Federal Statutes.

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

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

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

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

(b) Uniform Administrative Requirements.

(1) "OMB Circular A-122 "Cost Principles For Non-Profit Organizations";

(2) 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"; and

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

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

(1) 24 CFR 84.2 - "Definitions";

(2) 24 CFR 84.5 - "Subawards";

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

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

(5) 24 CFR 84.22 - "Payment";

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

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

(8) 24 CFR 84.31 - "Insurance Coverage";

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

(10) 24 CFR 84.40-84.48 - "Purpose of Procurement Standards", "Recipient Responsibilities", "Codes of Conduct", "Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions";

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

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

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

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

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

- (1) Section 92.209 - "Tenant Based Rental Assistance: Eligible Costs and Requirements";
- (2) Section 92.216 - "Income Targeting: Tenant Based Rental Assistance and Rental Units";
- (3) Section 92.251 - "Property Standards";
- (4) Section 92.252 - "Qualifications as affordable housing: rental housing";
- (5) Section 92.257 - "Faith Based Activities";
- (6) Section 92.350 - "Other Federal Requirements";
- (7) Section 92.351 - "Affirmative Marketing; minority outreach program";
- (8) Section 92.353 - "Displacement, Relocation, and Acquisition";
- (9) Section 92.354 - "Labor";
- (10) Section 92.355 - "Lead based paint";
- (11) Section 92.356 - "Conflict of Interest";
- (12) Section 92.358 - "Consultant Activities";
- (13) Section 92.504 - "Participating jurisdiction Responsibilities; written agreements; on-site inspections";
- (14) Section 92.505(b) - "Applicability of Uniform Administrative Requirements"; and
- (15) CENTER shall not assume COUNTY responsibilities for environmental review under 92.352 and the intergovernmental process

under 92.357. However, CENTER is not exempt from performing a Phase I environmental or site-specific environmental reviews 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) CDBG Requirements. CENTER shall also comply with the regulations in 24 CFR 570, Subpart K (§§ 570.600-570.614, both inclusive). Said regulations shall include the following sections:

(1) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program;

(2) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(3) 570.602 - Prohibits discrimination on the basis of race, sex, or age for activities under the program;

(4) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, et seq. (the "Act").

(5) 570.604 - Refers grant recipients to section 104(g) of the Act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, CENTER shall not assume the COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor the COUNTY's responsibility to initiate

and environmental review process. However, CENTER is not exempt from performing site-specific environmental reviews in accordance with State and local regulations as may be required, nor is CENTER released from any environmental pollution that it may cause or have caused and CENTER shall assume full liability therefore.

(6) 570.605 - Governs participation in the National Flood Insurance Program pursuant to section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79;

(7) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms, and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601, et seq.;

(8) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086 and 12107 prohibiting racial, gender, ethnic, or religious discrimination in employment during the performance of Federally assisted projects;

(9) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821 et seq.) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851 et seq.), to all grant funded activities;

(10) 570.609 - Prohibits the use of debarred, suspended, or ineligible contractors or other subrecipients on grant funded projects;

(11) 570.611 - Establishes the bidding requirements, the code of conduct, and conflict of interest provisions applicable for the procurement of goods and services and post award contract administration relative to activities funded under 24 CFR Part 570;

(12) 570.612 - Requires adherence to any State imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer and storm water facilities;

(13) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain resident, newly legalized aliens; and

(14) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151 et seq) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218 and 225).

(f) Compliance with State and Local 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:

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

(2) Chapter 119, Florida Statutes - "Public Records";

(3) Section 216.347, Florida Statutes - "Disbursements of grants and aids appropriations for lobbying prohibited";

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

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

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

- (a) Initiation of new activities not referred to in this Agreement or changes to location of, or deletion of, any activity; and
- (b) Extensions to this Agreement;
- (c) Reallocation of HOME and CDBG funds from that described in Sections 4 and 5 hereof.

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

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

Section 13. Maintenance of Records.

(a) CENTER shall, at a minimum, maintain all records required by Federal, State and local laws, rules, regulations and procedures.

(b) CENTER shall maintain such records, accounts, and property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of project funds and compliance with this Agreement.

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

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

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

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

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

(e) All records of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit pertaining to this Agreement made by any Federal, State or local agency. CENTER shall retain records and supporting documentation related to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law.

Section 14. Evaluation. CENTER shall provide the COUNTY a revised TBRA Set-Up Report summarizing the amount of the COUNTY's Tenant Based Rental Assistance Program funds obligated and expended

for each household assisted by the housing activities any time there is a change in the listed households benefiting from TBRA assistance. CENTER shall provide such reports as part of the financial reimbursement process no later than the 15th day of each month during the term of this Agreement. The COUNTY shall be provided copies and transcriptions of any records deemed necessary by the COUNTY to accomplish the foregoing process.

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

Section 16. Liability. Except for reimbursement as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation who contracts with, or who provides goods or services to, CENTER in connection with the services CENTER performs 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 the COUNTY and any other person, firm, entity or corporation supplying any work, labor, services, goods or materials to CENTER as a result of services to COUNTY hereunder.

Section 17. Subcontracts. All contracts made by CENTER to perform the activities described in Exhibit "A" shall comply with applicable

laws, rules, regulations, ordinances and resolutions set forth in this Agreement. The COUNTY shall be notified of any such contracts. Any additional work or services subcontracted hereunder by CENTER shall be specified by written agreement and subject to this Agreement.

Section 18. 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 or nature which the COUNTY may sustain, suffer or incur, or be required to pay by reason of the loss of any funds paid to CENTER, or in any way resulting out of or from any conduct, misconduct, negligence, fraud, defalcation, dishonesty or failure of CENTER, including, but not limited to, the failure to comply with any law, rule or regulation, or by reason or as a result of any act or omission of CENTER in the performance of this Agreement or any part thereof, or by reason of a judgment over and above the limits provided by the insurance required hereunder, or by any defect in the construction of the project, or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, the COUNTY shall give notice in writing thereof to CENTER by registered or certified mail addressed to CENTER at the address hereinafter provided. Upon receiving notice, CENTER, at its own expense, shall diligently defend against the action, suit or proceeding and take all

action necessary or proper therein to prevent the obtaining of a judgment against the COUNTY.

(c) Nothing in this Section or any other Section of this Agreement shall be construed as a waiver of the COUNTY's sovereign immunity as conferred by Section 768.28, Florida Statutes.

Section 19. Insurance. CENTER shall ensure that either its insurance coverage, or self-insurance program, or the insurance coverage of its contracted agents and vendors is adequate and sufficient for the activities performed pursuant to this Agreement. CENTER shall ensure that the insurance requirements imposed on all vendors, contractors and agents conform to and comply with this Agreement and applicable Federal, State and local regulations. CENTER shall require all such persons, including CENTER, to name both CENTER and the COUNTY as additional insureds in all insurance policies required hereunder and to provide proof of adequate insurance to COUNTY at or prior to the time of commencement of performance of this Agreement.

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

Section 21. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 22. Program Income. In the event that any Program income (returned funds) is received by CENTER during or after the term of

this Agreement, CENTER shall immediately return such monies to the COUNTY.

Section 23. Enforcement of Agreement and Termination.

(a) Failure by CENTER to fully comply with any applicable Federal or State law or regulation, local ordinances or covenants within this Agreement shall be deemed a material breach of this Agreement. In the event of such breach, COUNTY shall have the right to immediately terminate this Agreement and be entitled to obtain repayment of any HOME and CDBG funds previously paid to CENTER and to pursue all available legal and equitable remedies.

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

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

(d) If the termination is for the convenience of the COUNTY, the CENTER shall be paid compensation for TBRA and administrative services performed to the date of termination.

(e) If the termination is due to the failure of CENTER to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. In

such case, CENTER shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. CENTER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CENTER. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CENTER.

(f) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CENTER had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustments to payments made under this Agreement price shall be made as provided in subsection (d) of this Section.

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

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

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

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

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

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

Federal OMB form SF-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

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

Section 28. Entire Agreement, Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement. Amendments to, and waivers of, the provisions herein shall be made by the parties in writing by formal amendment hereto.

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

For COUNTY:

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

For CENTER:

Executive Director
The Center for Affordable Housing, Inc.
2524 S. Park Ave.
Sanford, FL 32771

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

Section 30. Conflict of Interest.

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

(b) CENTER 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 CENTER 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, CENTER hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

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

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

Section 31. 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 audit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code.

(b) CENTER 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 CENTER 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 32. 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 33. 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 co-partners between the parties, or as constituting CENTER, including its officers, employees, and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. CENTER is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

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.

Approved as to form and
legal sufficiency.

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

County Attorney

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Financial Requirements
- Exhibit "C" - Occupancy Standards
- Exhibit "D" - Monthly Voucher
- Exhibit "E" - TBRA Set-Up Report

EXHIBIT "A"

SCOPE OF SERVICES

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

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

COUNTY wishes to contract with CENTER to administer the HOME-TBRA Program for the COUNTY. The Program is intended to provide TBRA for up to two (2) years to eligible Very Low income residents of Seminole County. This Program is coupled with assisting the participant, defined as a head of household or someone "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 (2) year term, may continue to cover household rent while participating in an up-to-two (2) year education/training program designed to provide new employment skills and future income potential, thus providing self-sufficiency.

Funds Available:

The Agreement attached hereto will be for the full TBRA allocation of NINE HUNDRED FORTY THOUSAND ONE HUNDRED FIVE AND NO/100 DOLLARS (\$940,105.00). The Agreement period will be thirty (30) months, which will provide CENTER up to six (6) months to market the Program, qualify the applicants, negotiate self-sufficiency agreements with participants, and ensure that the rental unit meets Housing Quality Standards. CENTER's proposal may include an amount up to FIFTY-FIVE AND NO/100

DOLLARS (\$55.00) per month, per assisted participant, for administration of the Program.

Responsibilities of CENTER:

(a) CENTER shall provide rental assistance, with HOME requirements, to eligible Very Low income, head of household, Seminole County resident participants that are enrolled in an education/training program, preferably in Seminole County. The maximum time period is two (2) years with a minimum lease term of one (1) year. (Households will lose their assistance if they are determined to be over HUD's maximum allowed income for TBRA).

(b) CENTER shall conduct income certification requirements for HOME requirements.

(c) CENTER shall market the Program by direct contact with the financial assistance officers of education/training institutions that serve Seminole County residents.

(d) CENTER shall advertise the Program in local newspapers. The ad and days of running the ad must be approved by COUNTY. COUNTY shall fund the cost of advertising.

(e) CENTER shall create a student selection process to be approved by the COUNTY.

(f) CENTER shall prepare an agreement document to be signed by the head of household/participant. The agreement document must be approved by COUNTY prior to use.

(g) CENTER shall provide case management and supportive services to ensure family stability and self-sufficiency. CENTER shall provide an

array of services, or act as a conduit to access services, to stabilize and better conditions of the household.

(h) The following is the monitoring requirements for reporting/document compliance. Within thirty (30) days from the date of execution of the attached Agreement, the CENTER shall provide to 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 24 CFR, Part 92.209, Tenant-Based Rental Assistance: Eligible Costs and Requirements. The operations manual shall include, but not be limited to:

(1) Program design and implementation policies/procedures in accordance with direction from COUNTY.

(2) Program objectives (i.e., provision of rental and security deposit payments to assist eligible Very Low income households currently residing in Seminole County).

(3) Detailed tenant selection policies and criteria, including COUNTY preferences, which are:

(A) 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.)

(B) Persons who are paying more than fifty percent (50%) of their income for rent and utilities.

(C) Persons who are "aging out" of foster care.

(D) Persons who have been, or about to be, involuntarily displaced, including victims of domestic violence.

(E) Persons living in substandard housing, including the homeless.

(4) The term of rental assistance and renewal policies subject to availability of HOME funds.

(5) Copy of lease in compliance with 24 CFR 92.253(a) and (b).

(6) Maximum subsidy limits and tenants contribution requirements.

(7) Tenant verification procedures and re-certification requirements.

(8) Grounds for termination of assistance, including landlord issues/procedures.

(9) Housing quality standards compliance requirements, including sample documents and checklists used for initial inspections and annual re-inspections.

(10) Move-out and close-out of unit inspection procedures.

(11) Inspection of housing schedule to ensure that it meets Housing Quality Standards once per year, to include an inspection prior to initial assistance.

(12) CENTER shall 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.

(13) CENTER shall monitor achievement of participant during the participation in an education/training program and document support services. In addition, CENTER shall assess the success of the Program by interviewing the participant after six (6) months and again after one

(1) year of his/her completion of the two (2) year Program to document success of the Program.

(14) CENTER shall follow occupancy requirements as stated in Exhibit "B".

(15) CENTER shall ensure record keeping include spreadsheets displaying "funds 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.

(a) COUNTY has adopted the High HOME Rent payment standard.

(b) Minimum tenant payment head of household participant will be expected to pay under this Program per month is FIFTY AND NO/100 DOLLARS (\$50.00) or ten percent (10%) of household income (whichever is greater). Maximum TBRA payment a head of household participant will be expected to pay under this Program is thirty percent (30%) of their household income toward rent. CENTER, 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. CENTER may pay to assist any given household the difference between the thirty percent (30%) of the household income and the actual rent. Security deposit payments will be made by CENTER.

(c) CENTER shall make monthly payments directly to the landlord or management company. Under no circumstances will payments be made directly to the participant. The participant is responsible to pay his/her portion of the rent. If the participant fails to pay their

portion, the CENTER will withhold payment pending a counseling session with the participant and a determination of continuing eligibility.

(d) CENTER shall provide COUNTY on the 15th day of each month, or immediately after if that date falls on a weekend, a Monthly Voucher requesting payment for the next month.

EXHIBIT "B"

FINANCIAL REQUIREMENTS

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 CENTER. The COUNTY, without need for notice to the CENTER, shall automatically recapture HOME funds not encumbered within the first six (6) months from the date of execution of the attached Agreement.

CENTER, 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 thirty percent (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 CENTER's TBRA Program Operations Manual. Rental payments and security deposits shall be paid exclusively from the \$940,105.00 of HOME Program funds allocated in the attached Agreement. HOME Program funds shall not be applied for any administrative expenditures of the TBRA Program of the CENTER.

Administrative expenses made to the CENTER for operating this activity shall be on a fee-for-service basis, not to exceed the cumulative total of \$74,000.00, with a maximum fee of \$1,320.00 per eligible households place 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. CENTER understands that, since some TBRA funds may remain after all administrative expenses are exhausted,

CENTER shall assist any additional eligible households with no additional administrative expenses due to the CENTER until all TBRA funds are exhausted. All such administrative expenses, consistent with the definition thereof in 24 CFR 92.207 and 92.209 shall only be paid from the \$74,000.00 of CDBG funds allocated in the attached Agreement. CDBG funds shall not be applied for payment of rents and security deposits to landlords on behalf of TBRA participants.

ACTIVITY	FUNDING SOURCE	AMOUNT
Tenant Based Rental Assistance	2004-2005	\$ 940,105.00
	HOME funds	
Administrative Expenses	2004-2005	\$ 74,000.00
	CDBG Funds	
COMBINED TOTAL:		\$1,014,105.00

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 components 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 years 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 dependant upon unit availability.

Households receiving assistance under the attached Agreement must reside in single family or multi-family 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 Agreement 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 attached 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 2004-2005

TBRA PAID IN _____, 20____

REQUEST # _____

ID#	Name	Street	City	Zip Code	Contract Amount	Request this Period	Requested to date	Balance
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TOTALS:

Please attach supporting documentation for each item to include a copy of the signed receipt from participating landlords and/or canceled checks.

Tenant Based Rental Assistance Set-up Report HOME Program

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

OMB Approval No. 2506-0171
(Exp. 05/31/2007)

Note: Complete for all Tenant Based Rental Assistance Activities.

Mark Appropriate Box:

☐ Original Submission

☐ Revision

Part A:

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

Part B: Activity Information.

1. Term of Contract	2. County Code	3. Number of Tenants Assisted
---------------------	----------------	-------------------------------

Part C: Household Characteristics. Enter one code only in each block.

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

No. of Bedrooms Code

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

% of Area Median Code

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

Hispanic

y - yes
n - no

Race of Head of Household Code

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

Size of Household Code

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

Head of Household Code

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

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

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of Household	Head of Household	Type of Contract O=Owner T=Tenant	Is HOME Assisted Tenant in HOME Assisted Project
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
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37												
38												
39												
40												
41												

No. of Bedrooms Code

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

% of Area Median Code

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

Hispanic

y - yes
n - no

Race of Head of Household Code

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

Size of Household Code

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

Head of Household Code

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

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

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

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

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

HOME Program

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

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

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

Part A: Activity Information

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

Part B: Activity Information

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

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

Part C. Household Characteristics.

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

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

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

Monthly Rent (Including Utilities).

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

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

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

Income Data.

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

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

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

Household Data.

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

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

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

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

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

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

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

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