

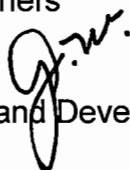


Interoffice Memorandum

October 23, 2018

AGENDA ITEM

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

FROM: Jon V. Weiss, P.E. Director 
Community, Environmental and Development
Services Department

CONTACT PERSON: **Mitchell Glasser, Manager**
Housing and Community Development Division
(407) 836-5190

SUBJECT: November 13, 2018 – Consent Item
HOME Investment Partnership Program

Orange County owns a foreclosed, vacant property at 10306 Wood Stream Court in Orlando, donated by Wells Fargo Bank to develop single-family affordable housing. Orange County is partnering with Housing and Neighborhood Development Services of Central Florida, Inc. (HANDS), a qualified not for profit organization, to construct a new home on the property. HANDS will be required to prequalify potential homebuyers and sell the home to a low to moderate-income family at an affordable price.

The County is required to set aside HOME funds for projects developed by qualified Community Housing Development Organizations (CHDO) and HANDS meets the criteria as an eligible CHDO organization. HANDS has submitted a proposal to develop and construct a single family home on the property. The budget for the project is \$184,000, which includes all hard cost, soft cost, and fees.

The County has assessed the capacity of HANDS in accordance with the HOME regulations and has determined they have the experience and knowledge required to implement the project.

ACTION REQUESTED: Approval and execution of Agreement between Orange County, Florida and Housing and Neighborhood Development Services of Central Florida, Inc. regarding the HOME Investment Partnerships Program in the amount of \$184,000. District 4

JVW:MG/lr
Attachments

AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL
FLORIDA, INC.
regarding
THE HOME INVESTMENT PARTNERSHIPS PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter "County") and HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC., a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter "Agency").

RECITALS

WHEREAS, the HOME Investment Partnerships Program ("HOME Program") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County has been selected to receive funding under the HOME Program ("Grant"); and

WHEREAS, the County received certain HOME Grant funds under Grant Number M-16-UC-12-0213 and M-17-UC-12-0213, CFDA 14.239 ("HOME Funds" or "Funds") under the National Affordable Housing Act of 1990, Title II ("Act") and 24 CFR Part 91 and 92 (HOME Final Rule); and

WHEREAS, the County has designated the Orange County Housing and Community Development Division to serve as its authorized designee in overseeing and managing the HOME Funds ("Program Administrator"); and

WHEREAS, Title II of the Act and the HOME Final Rule provide for set-aside of HOME funds for projects developed, sponsored, or owned by a Community Housing Development Organization (hereinafter referred to as "CHDO") and the County has agreed to set aside a portion of the 2016-2017 and 2017-2018 HOME funds for this purpose; and

WHEREAS, the Board of County Commissioners supports the utilization of HOME funds for new housing construction implemented by CHDOs for the purpose of offering affordable units for very low and low income Orange County residents; and

WHEREAS, the County has determined that the Agency qualifies as a CHDO within the meaning of 24 CFR §92.300 and continues to maintain its eligibility criteria to be designated a CHDO under the County's HOME Program; and

WHEREAS, the County has received a donated residential lot from the National Community Stabilization Trust for the purpose of developing single family affordable housing; and

WHEREAS, the Agency intends to conduct new housing construction activities in accordance with the standards set forth by the Americans with Disabilities Act ("ADA") and the HOME Final Rule at the residential lot located at 10306 Wood Stream Court, Orlando, FL 32825, to provide affordable housing to a low-income family, elderly or disabled homebuyer (the "Project"); and

WHEREAS, the Agency submitted a proposal to the County requesting monetary assistance for the Project as part of Orange County's HOME Program; and

WHEREAS, the County has assessed the capacity and financial capability of the Agency, in accordance to 24 CFR §92.250(b), and conducted a subsidy layering and Project underwriting review and determined that the costs of the Project are reasonable; and

WHEREAS, the County has designated the Agency to serve as the CHDO owner and developer for the donated residential lot to build an affordable single family housing unit in accordance with the terms and conditions of the Grant and this Agreement; and

WHEREAS, the County recognizes there is a market demand for affordable units and desires to utilize certain HOME Funds to assist in the construction of the Project; and

WHEREAS, the County has determined that the Project will serve a valid public purpose which will fulfill the purposes and policies of the Act and the HOME Program; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the Grant award, HOME Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of HOME Funds.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, County and Agency agree as follows:

ARTICLE I

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II

PROJECT SCOPE

Section 1. **Scope of Services.** The County has awarded a subaward to the Agency in the amount of One Hundred Eighty Four Thousand Dollars and No Cents (\$184,000.00); Fifty Four Thousand Five Hundred Eighty Five and Forty Cents (\$54,585.40) will be committed from Fiscal Year 2016 HOME Funds received under Grant Number: M-16-UC-12-0213, and the remaining One Hundred Thirty Thousand Four Hundred Fourteen and Sixty Cents (\$129,414.60) will be committed from Fiscal Year 2017 HOME Funds received under Grant Number: M-17-UC-12-0213. The Agency shall provide those Project services more specifically described in the **Scope of Services** (collectively referred to as "Services), attached hereto and incorporated as a material part of this Agreement by reference as **Exhibit "A."**

Section 2. **Project Description.**

- 2.1 The Funds awarded by the County in this Agreement shall be used for the construction of the Project located in Orange County as described in **Exhibit "B"** (hereinafter referred to as "Property").
- 2.2 The Project shall be completed in accordance with the Scope of Services and utilized for its intended purpose no later than **December 31, 2020** ("Completion Date"). The Completion Date may be extended by the Program Administrator, in its sole discretion, in the event of any unavoidable delays deemed to be beyond the control of the Agency.
- 2.3 Any request by the Agency for any extension of the Completion Date shall be submitted to the Program Administrator in writing no less than forty-five (45) days prior to the established Completion Date. Any such extension of the Completion Date shall not extend beyond the term of the Grant.

ARTICLE III

RESPONSIBILITIES OF THE PARTIES

Section 1. **General Responsibilities.**

- 1.1 The Agency shall act as the developer to oversee all phases of the Project including, but not limited to, the solicitation of construction bids, permitting, review and evaluation of all bids, awarding of contracts, on-site inspections, and final approval of the Project. The Agency shall implement the Project in accordance with the requirements of the Grant; 2 CFR Part 200 (otherwise referred to as the "Uniform Administrative Requirements for Federal Awards" or "Uniform Administrative Requirements"); and this Agreement.

- 1.2 Agency shall ensure that all Services provided by its employees, agents, or any of its sub-contractors are performed in accordance with the Uniform Administrative Requirements; 24 CFR Part 91 and 92 ("HOME Final Rule") requirements, as set forth or otherwise provided for in the Grant; this Agreement; and any other applicable State and federal laws and regulations, as more specifically set forth, in part, in **Exhibit "C" (Applicable Federal Laws)**.
- 1.3 The Agency shall ensure that the procurement process utilized in selecting its sub-contractors is in compliance with federal procurement standards. The Agency shall ensure that all contracts and/or agreements entered into for Project related services shall also comply with the requirements of the Grant; the Uniform Administrative Requirements; and all applicable State and federal laws and shall include a provision requiring compliance with such provisions by all sub-contractors.
- 1.4 The County shall retain the right to review and comment on the solicitation plans and documents prior to the solicitation of bids, and shall approve the selected contractor prior to the Agency entering into any contract relating to the Project. The Agency shall provide to the Program Administrator a copy of all executed contracts with the selected contractors and sub-contractors all of which shall include a provision requiring the respective sub-contractor to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.
- 1.5 The Program Administrator shall retain the right to review and evaluate all submittals, attend all construction progress meetings, and be fully informed of all construction issues including, but not limited to, any deletions or revisions in work resulting in a change in the Completion Date, and contract amount or scope of work. In no event shall the Completion Date be changed or otherwise modified beyond term of this Agreement without prior written approval by the County.

ARTICLE IV

HOME PROJECT REQUIREMENTS

Section 1. **Affordability Restrictions.**

- 1.1 Upon execution of this Agreement by all applicable parties, the County will convey the property to the Agency , free and clear of all liens, encumbrances, assessments and other matters of record, for the purposes of developing a single-family residential housing unit.
- 1.2 The Agency shall utilize the HOME assistance provided by Orange County to lower the cost of housing construction for low income first-time homebuyers ("Affordable"). Affordable should be defined as the monthly mortgage payment,

taxes and insurance that do not exceed thirty percent (30%) of the median adjusted gross annual income of the household.

- 1.3 The Affordable housing unit must be sold only to a household that is eligible as “Low-income” as set forth in 24 CFR §92.203 which means that all persons residing in the unit must have an income that does not exceed eighty percent (80%) of the median adjusted gross annual income of the Metropolitan Orlando Statistical Area (MSA), as determined annually by HUD.
- 1.4 Orange County is providing a development subsidy to the Agency and there is no direct HOME financial assistance to the homebuyer. As a resale restriction to the property, the homebuyer must qualify for Orange County’s downpayment program funded by the State Housing Initiatives Program (SHIP) designed to offset closing and downpayment costs to ensure that the housing is affordable to low-income families to purchase the housing unit.
- 1.5 When a qualified homebuyer receives Orange County’s down payment assistance, a second mortgage document described in the **Mortgage Note**, attached hereto and incorporated by this reference as **Exhibit “D”**, shall be executed by both parties and recorded in the public records of Orange County to ensure long term affordability of the home. The unit must meet the affordability requirement of Orange County’s downpayment program of not less than fifteen (15) years commencing from the date of the mortgage closing (“Affordability Period”).

Section 2. **Homebuyer Program Policies and Procedures.**

- 2.1 The Agency shall adopt written policies consistent with 24 CFR 92.254 including, but not limited to applicant’s qualifications, acceptable documentation of income and verification procedures; affirmative marketing efforts, and methods to notify any rejected applicant of the grounds for any rejection.
- 2.2 The Agency must have a policy to prevent predatory lending to potential homebuyers that enforces responsible lending practices to ensure that low income homebuyers are able to secure mortgages that are affordable and sustainable over the long term.

Section 3. **Homebuyer’s Application Intake.**

- 3.1 The Agency shall undertake the initial review of income eligibility of prospective homebuyers for all the HOME-assisted units. In determining income eligibility, the Agency must examine the source documents evidencing the prospective homebuyer’s Annual Income. In conducting such review, the Agency shall determine if each family is income eligible by determining the family’s Annual Income in accordance with 24 CFR §5.609, which is an allowable methodology under 24 CFR §92.203. The Agency shall comply with all income determinations

and affordability requirements of the HOME program as set forth in 24 CFR §92.203 and 24 CFR §92.252, as applicable.

- 3.2 Initially, the maximum income for a household purchasing the HOME-assisted unit cannot exceed eighty percent (80%) of the median income adjusted by family size for the Orlando Metropolitan Statistical Area (MSA), as determined annually by HUD.
- 3.3 As a pre-condition to qualify and convey a home to a homebuyer, the Agency must require the homebuyer to participate in an eight hour homebuyer education program conducted by a HUD certified homebuyer education counselor. These sessions will provide an opportunity for the potential homebuyer to secure a comprehensive understanding of the homebuying process under this HOME and CHDO Agreement.

Section 4. **Maximum Sales Price.**

- 4.1 The HOME regulations in the HOME Final Rule set forth the maximum sales price for the HOME-assisted units. For newly constructed units to be developed with HOME funds, the maximum property value limit is based upon ninety five percent (95%) of the median purchase price for the area using FHA single family program data for newly constructed housing.

Section 5. **Nine-Month Sale Deadline.**

- 5.1 The HOME-assisted unit must be sold within nine (9) months of the Project completion in accordance to HOME Program requirements at §92.254(a)(3). The Agency shall repay HOME Funds if units are not occupied within eighteen (18) months of the Project completion. Project completion means when a certificate of occupancy is issued by a building official.
- 5.2 During or prior to construction, the Agency should maintain a ready pool of income-eligible homebuyers or pre-sell the unit to ensure this deadline is met.
- 5.3. In the event that there is no ratified sales contract on the home within nine months of the date of completion, the unit must be rented to an eligible tenant in accordance with the HOME rental requirements at §92.252 or the HOME funds must be repaid.

Section 6. **Affirmative Marketing and Non-Discrimination.**

- 6.1 The Agency shall market all units available for sale in a manner designed to attract tenants without regard to race, color, national origin, sex, religion, familial status or disability.
- 6.2 The Agency shall keep records of its efforts to provide information and otherwise to attract eligible persons from all racial, ethnic and gender groups. At a minimum, the Agency shall: (a) indicate in its promotional material that the Project

provides fair housing opportunities by using the Equal Housing Opportunity's logo type or slogan in all advertising; (b) display a Fair Housing poster in the rental office; (c) provide notice of the availability of the units to community groups and non-profit service organizations, such as places of worship, employment centers, fair housing groups, or housing counseling agencies; (d) where appropriate, advertise and use media, including minority outlets, likely to reach persons unlikely to apply for the housing; (e) exercise affirmative marketing of the units when vacated; and (f) verify all information concerning the applicant or family members.

- 6.3 The Agency shall keep records necessary to comply with 24 CFR §92.508 (a)(7) to show that the Agency affirmatively marketed the units in accordance with their approved plan and keep records to assess the results of these actions.

Section 7. **Property Standards.**

- 7.1 The Agency shall comply with the property standards requirements set forth in 24 CFR §92.251.
- 7.2 The Agency agrees that all housing constructed with HOME Funds shall be performed in conformance with the County's Building Code. At Project completion, the Property must meet all applicable State and local codes, construction standards, ordinances, zoning ordinances, and HUD's list of inspection items, as applicable.

- Section 10. **Subsidy Layering Review.** It is the County's responsibility under HOME regulations to evaluate the use of other local, state or federal assistance in HOME-assisted projects to ensure that it does not invest any more HOME funds than necessary to provide housing to low income families. The Agency will complete the **Certification of Governmental Assistance**, a copy of which is attached hereto and incorporated by reference as **Exhibit "E."**

Section 11. **CHDO Provisions.**

- 11.1 The Agency has been certified by the County and has been determined to be a CHDO under the applicable federal regulations for HOME funds. The Agency shall maintain its CHDO status during the period of this Agreement.
- 11.2 The Agency shall act as the developer for the Project and have title to the Property.
- 11.3 The Agency agrees to have effective management control over the Project.
- 11.4 If the Agency generates any CHDO proceeds from the sale or rent of the property, the Agency may retain these proceeds but must use these funds for either HOME eligible or other housing activities which benefit low income families as set forth

in 24 CFR §92.300. Project proceeds retained by the Agency are not considered program income and are not subject to HOME program income requirements.

ARTICLE V

FUNDING AND BUDGET REQUIREMENTS

Section 1. **Funding.**

- 1.1 The Agency understands that one hundred percent (100%) of the funding received pursuant to this Agreement is from federal HOME Funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of the Funds, the Agency shall be responsible for reimbursing the County for the total amount owed.
- 1.2 The Agency expressly understands that the County's obligation and expenditure of the Funds, contemplated under this Agreement, are contingent upon receipt by the County of federal funds under the HOME Program.
- 1.3 The Agency shall use these HOME Funds only towards the Project which shall include only those eligible expenses permitted under the HOME regulations, as set forth in 24 CFR Parts 91 and 92, as may be amended. Should the Program Administrator, in its sole discretion, find that the Agency is not utilizing the Funds in accordance with the HOME Program requirements or federal regulations, as applicable, the Program Administrator reserves the right to reduce or otherwise alter the funding amount of this Agreement. Notification of any such modification shall be provided in accordance with Article XIV of this Agreement.
- 1.4 Any Funds allocated to the Agency by the County for this Project, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any Project services or expenses not incurred within the term of this Agreement, as more specifically identified in Article X.

Section 2. **Budget.**

- 2.1 The total estimated cost of the Project is One Hundred Eighty Four Thousand Dollars (\$184,000) ("Project Cost"). The County agrees to provide the Agency up to, but no more than, One Hundred Eighty Four Thousand Dollars (\$184,000) in HOME Funds towards the development and construction costs for the Project. The Agency may collect a developer's fee not to exceed fifteen percent (15%) of the total project costs. Developer's fee will be billed and paid by the County based on 15 percent of actual cost. Payment of estimated Project Costs by the County shall be subject to the terms and conditions set forth herein, and in accordance with

applicable federal requirements and the Agency's proposed budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit "F" ("Project Budget")**. The parties agree that the County shall have the sole authority and discretion in determining the final amount to be expended by the County for the Project. Any additional costs incurred by the Agency associated with the completion of the Project shall be the sole responsibility of the Agency.

- 2.2 Upon written consent of the Program Administrator, the Agency may modify the Project Budget, provided, however, that the total County contribution shall not exceed the currently proposed One Hundred Eighty Four Thousand Dollars (\$184,000) limit without a written amendment to this Agreement which shall be executed by both parties.
- 2.3 The Agency acknowledges and agrees that it shall be responsible for any costs associated with the Project exceeding the County's anticipated contribution as set forth herein.
- 2.4 The Agency shall maintain sufficient financial resources to meet any expenses incurred during the period of time between the provision of services under this Agreement and payment by the County.

Section 3. **Program Income.**

- 3.1 Program income, for the purpose of this Agreement, only applies to HOME funds recaptured because housing no longer meets the affordability requirements under §92.254. Sales or rental proceeds are not considered program income and shall revert back to the Agency for future affordable housing activities.
- 3.2 Program income means gross income received by the Agency, which has been directly generated by a HOME supported activity, or earned only as a result of this Agreement during the Grant period. Program income includes, but is not limited to, income from fees for services performed; client donations to the Program, and from the use or rent of real or personal property acquired with Grant Funds; proceeds from the disposition of property purchased or improved with HOME funds; any interest earned on HOME funds held in a revolving fund account; or proceeds from the disposition of equipment bought with HOME funds.
- 3.3 Program income shall be treated in the same manner as any other funds granted under this Agreement. For those program income generating activities that are only partially assisted with HOME funds, such income shall be prorated to reflect the actual percentage of HOME Funds that are used in accordance with 24 CFR §570.500(a).
- 3.4 The Agency shall expend HOME Program funds in accordance with the 2 CFR Part 200 ("Uniform Administrative Requirements"), which requires that program

income earned during the projected period be reported to the County within the month that it is earned and be accounted for in one of the following ways:

- (a) Added to funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of services to additional clients, over and above the number of clients specified in the Agreement;
- (b) Used to finance the non-federal share of the Project when approved by the County; and
- (c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

ARTICLE VI

BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. **Billing Requirements.**

- 1.1 The Agency shall provide a completed **Invoice and Request for Payments** ("Invoice") for each request for payment, a copy of which is attached hereto and incorporated by this reference as **Exhibit "G."** All Invoices and supporting documentation, as more specifically described in this Section, shall be submitted to the Program Administrator in accordance with the monthly payment schedule ("Schedule"). Any changes to the Schedule shall require written approval by the Program Administrator.
- 1.2 Supporting documentation required for processing Invoices shall include:
 - (a) Documentation supporting the completion of services (i.e. AIA forms, material and labor costs);
 - (b) Accounting records supported by documentation (e.g. invoices, payroll and time sheets); and
 - (c) Any other documentation requested by the Program Administrator.
- 1.3 Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and rejected.
- 1.4 Agency shall submit a final release of all liens relating to the Project prior to the final payment by the County.
- 1.5 Completed Invoices and supporting documentation shall be submitted to the Housing and Community Development Division Manager, 525 East South Street, Orlando, Florida 32801.

Section 2. **Payment Methods.**

- 2.1 Upon review and approval of the Agency's Invoice, the Program Administrator shall submit the Agency's request for payment to the Orange County Comptroller's Office ("Comptroller") for processing.
- 2.2 Invoices that are deemed to be incomplete or that fail to include the necessary supporting documentation may result in the delay or possible denial of payment. All checks disbursed shall be made payable to the Agency.
- 2.3 The County reserves the right to withhold or deny payment of Funds to the Agency relating to the Project or this Agreement that are deemed to be unsatisfactory or which are a result of the Agency's failure to comply with the terms and conditions of the HOME Program or this Agreement. In such case, the Program Administrator shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance with such action.
- 2.4 The Agency shall repay the County any Funds paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County which is not repaid within ninety (90) days after the County's request.

ARTICLE VII

RECORDKEEPING, MONITORING, AND AUDITING

Section 1. **Risk Assessment.** The County shall regularly complete a suspension and debarment check and conduct a risk assessment of the Agency. The Agency shall notify the County in the event of any changes in their debarment or suspension status.

Section 2. **Recordkeeping.**

- 2.1 The Agency shall establish and utilize the best accounting practices in the maintenance of all records relating to this Agreement. Such practices shall be in the compliance with generally accepted accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities, in accordance with 2 CFR Part 200, subpart D.
- 2.2 All Funds received by the Agency from the County under the HOME Program shall be kept in accounts separate and apart from all other funds and accounts of the Agency.
- 2.3 The Agency shall establish and maintain separate accounting records for the

Agency's activities with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement.

- 2.4 The Agency is strictly prohibited from co-mingling HOME Funds with funds received by the Agency relating to any other Agency activity.
- 2.5 The Agency, as a sub-recipient of this Agreement, as well as any Agency sub-contractor(s) performing services relating to this Project, shall be subject to the requirements of 2 CFR Part 200 ("Uniform Administrative Requirements").

Section 3. **Monitoring and Remedies for Non-Compliance.**

- 3.1 The Agency shall systematically and expeditiously furnish the Program Administrator any and all data needed for the purpose of the HOME Program monitoring and evaluation. This data shall include information on the services provided and any other data that may be required by the Program Administrator.
- 3.2 HOME Program and financial monitoring shall be performed periodically by the Program Administrator with a Letter of Findings provided, if applicable, and shall be in compliance with the 2 CFR §200.328 Monitoring and Reporting Program Performance, as incorporated under the terms of this Agreement. The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Program Administrator, within thirty (30) days of the date of the Letter of Findings.
- 3.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.
- 3.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right to termination of monthly contribution payments, and/or restitution for any use by the Agency of HOME Funds determined to be not in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.
- 3.5 Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach and may result in the termination of this Agreement.
- 3.6 Financial reporting shall be performed in accordance with the Federal Code, 2 CFR § 200.327 ("Financial Reporting"), under the terms of this Agreement. In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.
- 3.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as

may be required by the County or HUD, to determine compliance with HOME regulations.

- 3.8 Monitoring and program performance shall be completed in accordance with the Federal Code, 2 CFR § 200.328 (“Monitoring and Reporting Program Performance”), as incorporated under the terms of this Agreement. In the event of a conflict between the provisions of this Agreement and the requirements of the Federal Code, the Federal Code shall take precedence.

Section 4. **Auditing.**

- 4.1 The Orange County Comptroller (or its authorized designee) (“Comptroller”) shall have the right to audit the Agency’s use of Funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic, necessary for the Comptroller to perform such audit.
- 4.2 ***Audit requirements.*** Any non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR §200.501 except when it elects to have a program-specific audit conducted in accordance with 2 CFR § 200.501, sub-section (c).
- 4.3 ***Exemption.*** An exemption shall apply when the federal awards expended are less than \$750,000. A non-federal entity that expends less than \$750,000 during the non-federal entity’s fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in 2 CFR § 200.503 (“Relation to Other Audit Requirements”), but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Officer (GAO).

Section 5. **Audit Submission.**

- 5.1 Audits shall be submitted to the Program Administrator no later than thirty (30) days after the auditor’s report is received by the Agency. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Agency’s fiscal year, or as specified in accordance with 2 CFR Part 200, subpart F (“Audit Requirements”).
- 5.2 A copy of Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with Audit Requirements, shall be forwarded to the Program Administrator, with a copy to be provided to the Orange County Comptroller’s Office, at the following addresses:

Housing and Community Development Division
 Attn: Program Administrator
 525 East South Street
 Orlando, Florida 32801-1393

Orange County Comptroller's Office
 Finance and Accounting Department
 Attn: Grants Section
 P.O. Box 38
 Orlando, Florida 32802

- 5.3 Audit requirements stipulates that grantees and sub-grantees that spend \$750,000 or more during their fiscal year in the federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of 2 CFR §200.500 subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's reports or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is: <https://harvester.census.gov/facweb/>.

In the event the Agency is required to submit their audit (single or project specific) to the Federal Audit Clearinghouse, as required by 2 CFR §200.500, subpart F, a copy of the audit will be forwarded to the County and Comptroller as otherwise required by this Article.

- 5.4 Failure to comply with this requirement shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement from the Agency.

ARTICLE VIII

REPORTING REQUIREMENTS

Section 1. **Progress Reports and Annual Reporting.**

- 1.1 The Agency shall submit to the Program Administrator **Quarterly Progress Report/Final Report** during the construction of the Project and an Annual Programmatic Report for the completion and/or duration of the Agreement (collectively referred to as "**Project Reports**"), copies of which are attached hereto and incorporated by reference as **Exhibit "H."**
- 1.2 The Quarterly Progress Reports shall be submitted within thirty (30) calendar days of the end of each quarter ending December 31, March 31, June 30 and September 30.

- 1.3 The Annual Programmatic Report shall be submitted within thirty (30) calendar days of the end of each fiscal year (September 30) and shall provide the total number of persons receiving assistance for that year. The Agency shall provide to the Program Administrator any additional information deemed necessary by the Program Administrator, in its sole discretion.

ARTICLE IX

RECORDS AND CONFIDENTIALITY

Section 1. **Records Management.**

- 1.1 The Agency shall retain copies of all records relating to this Agreement in accordance with the requirements set forth in 2 CFR §200.333 (“Retention Requirements for Records”), and the terms and conditions set forth in this Agreement. All such records shall be maintained in an organized and orderly manner and in a format acceptable to the Program Administrator. The County (or its designee), Program Administrator, Inspectors General, the Comptroller General of the United States, or HUD and/or any of their authorized representatives shall have full access and right to examine such records which shall include, but not be limited to, all contracts, leases, and/or financial records relating to the Project, including source documentation to support how HOME Funds were expended, which shall include, but is not limited to, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by the general contractor, and other documentation as may be required by the County or Program Administrator to support expenditures related to the Project.
- 1.2 The Agency shall keep documentation which demonstrates that the Project is designed for the particular needs of the facility, which includes provision of affordable permanent housing for very low and low-income families, elderly and disabled residents.
- 1.3 The Agency shall retain copies of all records described in this Section, or otherwise relating to the Project, for a period of no less than ten (10) years from the termination of this Agreement. If any litigation, claim, or audit is commenced prior to the expiration of this ten-year period, the Agency shall maintain the records until the completion of such litigation (including any associated appeals), claim or audit findings have been resolved and for a period of ten (10) years thereafter.
- 1.4 The records shall be made available to the County and Program Administrator, HUD and/or any of their authorized representatives, who shall have access to and the right to examine any of the said records during such period. This section shall survive the termination of this Agreement.

Section 2. **Requirements for Personal Information Protection.**

- 2.1 In accordance with Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the services relating to this Agreement. Personal Information shall mean an individual's first name or first initial and last name in combination with any of the following:
- (a) A social security number;
 - (b) A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (c) A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - (d) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional;
 - (e) An individual's health insurance policy number or subscriber identification number and a unique identifier used by a health insurer to identify the individual; or
 - (f) Any other identifier, as referenced in the Department of Health and Human Services "Safe Harbor Standards."
 - (g) The term "Personal Information" does not include information about an individual that has been made publicly available by a federal, state, or local governmental entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that renders the information unusable.
- 2.2 Personal information shall include a user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- 2.3 The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this Section (collectively hereinafter referred to as "Personal Information"), that the Agency has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Section.
- 2.4 The Agency shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that the Agency has been contracted to maintain, store or process on behalf of

the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.

2.5 Notice of such breach to the County shall include the following:

- (a) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
- (b) The number of individuals who were or potentially have been affected by the breach;
- (c) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
- (d) The name, address, telephone number, and e-mail address of the employee, agent, or contractor from whom additional information may be obtained concerning the breach; and
- (e) Any additional information requested by the Program Administrator.

Section 3. **Public Records Compliance Requirements.**

- 3.1 Agency shall comply with Florida State public records law and shall maintain all public records required by the County for services performed under this Agreement.
- 3.2 Upon request from the County or Program Administrator, the Agency shall provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided by the Florida Statutes.
- 3.3 The Agency shall ensure that all records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Agency does not transfer the records back to the Program Administrator or County.
- 3.4 In the event the Agency fails to comply with the public records law requirements, Agency may be subject to penalties under Section 119.10, Florida Statutes.
- 3.5 Upon completion of this Agreement, the Agency shall transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the services. If the Agency transfers all public records to the County upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records.

- 3.6 All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.
- 3.7 **IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT:**

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897**

ARTICLE X

TERM, SUSPENSION, TERMINATION, AND AMENDMENTS

- Section 1. **Term.** The term of this Agreement shall be for the period from November 13, 2018 until September 30, 2023 ("Term"), unless otherwise terminated by either party. The Project compliance requirements related to the provision of services for clients of the Project shall be in effect for ten (10) years and shall survive the termination of this Agreement.
- Section 2. **Suspension and Termination.** Notwithstanding anything to the contrary herein, and in accordance with 24 CFR §85.43, suspension and termination of this Agreement may occur if the Agency materially fails to comply with any term of the Grant award contemplated herein, and that award may be terminated for convenience in accordance with 2 CFR Part 200 ("Uniform Administrative Requirements"). Continued performance by either party pursuant to this Agreement, after default of any of the terms of this Agreement, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default. In the event this Agreement is terminated before the end of its term, the Agency shall reimburse the County all, or a portion, of the HOME Funds expended on the Project. Such requirement shall be at the sole discretion of the County.
- Section 3. **Amendments to Agreement.** The Program Administrator is authorized to execute any amendments to this Agreement that do not provide for additional funding or any purpose not otherwise set forth in this Agreement requiring approval by the Board. Agency shall be submit to the Program Administrator in writing, on the Agency letterhead, any proposed amendments and shall provide an explanation as to why an amendment is being requested. Any such proposed amendment or modification to the conditions and covenants of this Agreement shall become effective upon proper execution, such as signing, by the parties hereto.

ARTICLE XI

DEFAULTS AND REMEDIES

Section 1. **Defaults and Remedies.**

- 1.1 Each of the following events shall constitute an Event of Default under this Agreement:
- (a) If the Agency fails to provide affordable permanent housing to very low and low-income families, elderly and disabled residents and other assistance at the Project for ten (10) years from the Completion Date.
 - (b) If the Agency fails to comply with any of the regulations governing HOME awards, or fails to comply with any such terms contained in this Agreement and such failure is not corrected within the period of time allotted for cure in the written notice, which shall be provided as described in Article XIV of this Agreement.
 - (c) If at any time any material representation is made by the Agency in any certification or communication submitted to the County or Program Administrator in an effort to induce the use of HOME Funds or the administration thereof is determined by the County to be false, misleading, or incorrect in a material manner.
 - (d) If the Agency does not disclose to the County, upon demand, the name of all persons with whom the Agency has contracted or intends to contract with for the construction of the Project.
 - (e) If the Agency defaults or fails to promptly pay amounts owed to contractors or sub-contractors for work performed in the Project.
 - (f) If the Agency voluntarily files for bankruptcy, reorganization, or any other insolvency proceedings, or if a receiver is appointed for the Project, or if the Project becomes subject to the bankruptcy court, or if there is an attachment, execution, or other judicial seizure of the Agency assets.
 - (g) If the Agency assigns, transfers, conveys, or sells its interest in this Project or the associated property or any interest in this Agreement without prior written consent of the County in accordance with 2 CFR §§200.310 - 200.316 and the terms of this Agreement.
- 1.2 Failure of the County to declare a default shall not constitute a waiver of any rights by the County. Furthermore, the waiver of any default by the County shall in no

event be construed as a waiver of rights with respect to any other default, past or present.

- 1.3 Upon the occurrence of any Event of Default, or any other breach of this Agreement, the County shall be free to terminate this Agreement; immediately withhold all funding and disbursements; demand repayment for amounts disbursed; and/or exercise all rights and remedies available to it under the terms of this Agreement, and under statutory law, equity, or common law. The County may also exercise any one or more of the actions contained in 2 CFR §200.338 through §200.342 (“Remedies for Noncompliance”). All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the County may have available to it.
- 1.4 In the event the County elects to terminate this Agreement, the County shall require the Agency to remit all, or a portion, of the HOME Funds expended on the Project. The remittance amount, if any, shall be determined by the County, in its sole discretion, and shall be received by the County within ninety (90) calendar days from the date of termination.

ARTICLE XII

GENERAL TERMS AND CONDITIONS

- Section 1. **Applicable Law.** The Agency shall abide by all applicable federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all HOME Program requirements, HUD regulations, and 24 CFR Part 92, as amended from time to time, and all federal regulations and policies issued pursuant to these regulations, whether set forth herein or not. The Agency shall also comply with all other applicable federal, State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency further agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available.
- Section 2. **Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.** In addition to the federal requirements set forth, in part, under the terms of this Agreement, the Agency shall comply with the Uniform Administrative Requirements, set forth in 2 CFR Part 200 and 24 CFR §570.502, 2 CFR Part 200 subpart F (“Audit Requirements”), and shall submit to the County appropriate documentation evidencing the same. The Agency shall also adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- Section 3. **Religious and Political Activities.** The Agency is prohibited from using Funds provided herein or personnel employed in the administration of the program for

sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), 24 CFR §570.270(a)(3), or 24 CFR §570.200(j).

- Section 4. **Drug Free Workplace.** The Agency shall comply with the Drug Free Workplace Act of 1988 and implementing regulations in 24 CFR Part 24, subpart F regarding maintenance of a drug free workplace. The Agency shall comply with the **Certification Regarding Drug-Free Workplace Requirements**, attached hereto and incorporated by this reference as **Exhibit "I"**. The Agency shall complete the certification form, **Place of Performance for Certification Regarding Drug-Free Workplace Requirements**, attached hereto and incorporated by this reference as **Exhibit "J"** and a copy shall be kept in the files of both parties to this Agreement.
- Section 5. **Prohibition of Use of Excessive Force.** The Agency accepts and acknowledges the County's **Certification Regarding Policy Prohibiting Use of Excessive Force**, attached hereto and incorporated by this reference as **Exhibit "K."**
- Section 6. **Anti-Lobbying Provision.** The Agency shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the **Certification Regarding Lobbying**, attached hereto and incorporated by this reference as **Exhibit "L."** A copy of this form shall be kept in the files of both parties to this Agreement.
- Section 7. **Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity.** The Agency shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and its implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low and very-low income persons. The Agency shall comply with the provisions of the **Section 3 Clause**, a copy of which is attached hereto and incorporated by this reference as **Exhibit "M."** The Agency shall keep records demonstrating compliance with these regulations, including 24 CFR §570.506(g)(5).
- Section 8. **Equal Employment Opportunity.** The Agency shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause. Any contracts entered into by the Agency shall include a provision for requiring compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.
- Section 9. **Non-Discrimination.** The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny

any persons the benefits of, or subject any person to discrimination, with respect to any part of the construction or operation of the Project. The Agency shall comply with 42 U.S.C. §5301, et seq.; 42 U.S.C. §6101; 29 U.S.C. §794; 24 CFR §570.602; and 24 CFR Part 6. The Agency shall also at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) and implementing regulations in 24 CFR Part 1. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Construction Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

- Section 10. **Utilization of Minority/Women's Business Enterprise.** The Agency, as well as any of its contractors or sub-contractors performing services relating to this Agreement, shall, to the greatest extent feasible, ensure that Minority/Women's Business Enterprises are included for consideration for participation in all construction, supply or service contracts, if any. The Agency shall comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprise); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). The Agency, and its contractors or sub-contractors, shall keep records demonstrating compliance with this provision.
- Section 11. **Fair Housing Act.** The Agency shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing); and their implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating said compliance.
- Section 12. **Compliance with Davis-Bacon Act.** The Agency shall comply, and shall require its contractors and sub-contractors to comply, with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 20 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Such documentation shall be provided to the County upon demand for the same.
- Section 13. **Copeland "Anti-Kickback" Act.** The Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate

compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

- Section 14. **Contract Work Hours and Safety Standards Act.** The Agency agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.
- Section 15. **Handicapped Accessibility Requirements.** The Agency shall design and construct the Project so that it is accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157); the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614; and the Americans with Disabilities Act of 1990 (42 U.S.C. §12131, et seq.). The Agency shall keep records demonstrating compliance with these regulations.
- Section 16. **Resident Aliens.** The Agency agrees to comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.
- Section 17. **Agreement between County and HUD.** The Agency agrees that it shall be bound by the standard terms and conditions used in the HOME Agreement between the County and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.
- Section 18. **Debarment and Suspension.** Debarment and Suspension (Executive Order 12549 and 12689) – A contract award (see 2 CFR §180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR §180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension”. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Agency shall ensure that no contracts or agreements are entered into, as it relates to this Project, who are either debarred and/or suspended in the SAM system.
- Section 19. **Environmental Review Requirements.** The Agency is required to provide information to the County regarding environmental assessments and remediation. The Agency shall submit to the County any changes to the original proposed scope of work, or any changes in the cost of the work; so that the County may evaluate this new information and conduct any further environmental review. This information shall be submitted to the County for approval at least thirty (30) days

prior to the commencement of construction. The Agency agrees to assist the County in addressing any environmental issues that may arise during the County's review process.

- Section 20. **Lead-Based Paint Prohibited.** The Agency shall not use lead-based paint on the Project and shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856) and implementing regulations at 24 CFR Part 35, of which subparts A, B, J, K and R apply. The Agency shall maintain records demonstrating compliance with these requirements.
- Section 21. **Historic Preservation.** The Agency shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 CFR §800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all construction and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.
- Section 22. **Environmental Protection.** The Agency shall comply with all applicable standards, rules or requirements issues under Section 306 of the Clean Air Act (42 U.S.C. §1857(h)), Section 508 of the Clean Water Act (33 U.S.C. Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15); and the standards and policies related to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.
- Section 23. **Flood Disaster Protection.** The Agency shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4106) and implementing regulations in 44 CFR Part 59 through Part 79 in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.
- Section 24. **Flood Insurance Program.** Should any construction or construction of existing structures, with assistance provided under this Agreement, occur in an area identified as having special flood hazards by the Director of Federal Emergency Management, the Agency shall comply with all relevant and applicable provisions of 24 CFR §570.605 concerning the National Flood Insurance Program. The Agency agrees that if any portion of the Project is located in a special flood hazard area that flood insurance will be required by the County and must be provided by the Agency.
- Section 25. **Permits.** The Agency shall obtain all necessary permits for the intended improvements or activities relating to the Project.

- Section 26. **Displacement, Relocation, Acquisition and Replacement of Housing.** The Agency shall comply with 24 CFR §570.606 and shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR §570.606.
- Section 27. **Conflict of Interest.** The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment, construction and services, the Agency shall comply with the conflict statement rules in 24 CFR §85.36. The Agency shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME Funds or who is in the position to participate in decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflicts.
- Section 28. **Gifts.** The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

ARTICLE XIII

INDEMNIFICATION AND SAFETY REQUIREMENTS

- Section 1. **Indemnification.** To the fullest extent permitted by law, the Agency shall release, indemnify, defend and hold harmless the County, its officials, agents, and employees from and against any and all claims, damages, losses, and expenses, demands, suits or other actions, liabilities, costs and expenses (including reasonable attorney's fees), of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency, its contractors or subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. Nothing herein shall be construed as a waiver of the County's right to sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- Section 2. **Environmental Indemnification.** The Agency shall defend, indemnify and hold harmless the County, its officials, agents, and employees from any claim arising from or in any way related to, the environmental condition of the property to be used for the Project, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property

maintenance requirements imposed by any agency with lawful jurisdiction over the Project and associated property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and is not to be construed to commence only upon realization by the County of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification shall not be construed as an indicia of ownership, management, or control of the Project by the County, and the County hereby recognizes and acknowledges that the County is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of this Agreement.

Section 3. **Safety Requirements.** The Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance under this Agreement.

- 3.1 The Agency shall take all reasonable precautions for the safety and protection of:
- (a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
 - (b) All property, materials, and equipment on the premises under the care and custody of the Agency; and
 - (c) Other property at or surrounding the premises including trees, shrubs, lawns, walkways, pavements, and roadways.
- 3.2 The Agency shall comply with, and shall ensure that its employees, contractors, and sub-contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from an authority bearing on the safety of persons or property for their protection from damage, injury, or loss. This shall include, but not be limited to, the following:
- (a) Occupational Safety & Health Act (OSHA);
 - (b) National Institute for Occupational Safety & Health (NIOSH);
 - (c) National Fire Protection Association (NFPA).

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below: <http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

- 3.3 In any emergency affecting the safety of persons or property, the Agency shall act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

Section 4. **Insurance.**

- 4.1 Without limiting the Agency's indemnification, the Agency shall maintain on a

primary basis and at its sole expense, at all times throughout the duration of this Agreement, all appropriate policies of insurance coverage concerning its operations with limits on forms (including endorsements) as described herein. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to the County thirty (30) days prior to the commencement of construction. The County shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. The County, its officers, and employees shall be named as additional insureds on all policies of liability insurance. These requirements, as well as the County's review and acceptance of insurance by the Agency is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.

4.2 Required Coverage:

- (a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form, as filed for use in Florida, or its equivalent with a limit of liability of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence. The Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.
- (b) **Fidelity & Employee Dishonesty** – The Agency shall maintain fidelity/employee dishonesty coverage with a limit of not less than the HOME Funds awarded for the Project.
- (c) **Workers' Compensation** – The Agency shall maintain any coverage required by federal and State workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 440, Florida Statutes, as may be amended from time to time.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. In addition, such policy shall provide that the coverage shall be primary for losses arising out of the Agency's performance of the Agreement. Neither the County nor their insurers shall be required to contribute to any such loss. The required certificate shall be furnished by the Agency to the County prior to the execution of this Agreement.

At least thirty (30) calendar days prior to the expiration of any of the insurance policies referenced in this Section, the Agency shall provide the County with evidence of the renewal of said insurance policies in a form satisfactory to the County.

4.3 The Agency shall require and ensure that each of its contractors/sub-contractors

providing services hereunder procures and maintains until the completion of their respective services, workers' compensation, general liability and auto liability coverage in such limits and with such terms and conditions as to protect the Agency and the County's interest in this Project.

ARTICLE XIV

NOTICES

Notwithstanding anything herein to the contrary, no party shall be considered in default for failure to perform the terms and conditions hereof unless said party shall have first received written notice specifying the nature of such failure and said party fails to cure the same within the time specified in such notice. Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or such other addresses as specified by written notice in compliance with the terms of this paragraph.

As to County: Orange County Housing and Community Development Division
Attn: Manager
525 East South Street
Orlando, Florida 32801

With copy to: County Administrator
Orange County Administration Building
201 South Rosalind Avenue
Orlando, Florida 32801

As to Agency: Executive Director
HANDS of Central Florida, Inc.
1707 Orlando Central Parkway #350
Orlando, Florida 32809

ARTICLE XV

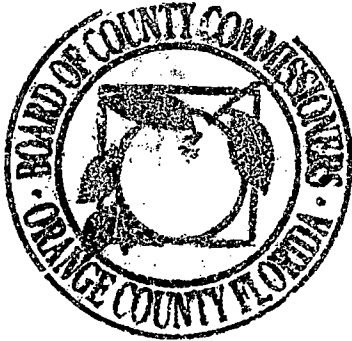
MISCELLANEOUS

- Section 1. **Entire Agreement.** The entire agreement between the parties with respect to the subject matter of this agreement is contained in this Agreement and its exhibits. No other agreement oral or written, regarding the subject matter herein shall be deemed to exist or to bind the parties hereto.
- Section 2. **Assignment.** The Agency shall not assign, transfer, convey, or sell its interest in this Project or the associated property or any interest in this Agreement without prior written consent from the County. In the event the Agency assigns, transfers,

conveys or sells its interest in the Project or the associated property without the required written consent of the County, the Agency may be declared in default under this Agreement by the County and the County may avail itself of all remedies provided for in Article XI herein and the Agency shall remit to the County all HOME Funds expended by the County under the terms of this Agreement.

- Section 3. **No Grant of Vested Rights.** This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights to property owned or to be acquired by the Agency.
- Section 4. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit result from the holding.
- Section 5. **No Partnership or Agency.** All Agency personnel shall be considered to be, at all times, the sole employees of the Agency under its sole discretion, and not employees or agents of the County. Nothing in this Agreement is intended to, or shall be construed in any manner as to create or establish the relationship of principal/agent, employer/employee, or joint venture partnership between the County and the Agency.
- Section 6. **Applicable Law and Venue.** The Agency shall comply with all applicable requirements, policies, guidelines, and circulars prescribed by applicable U.S. Governmental agencies and departments, and the Office of Management and Budget. This Agreement and the conditions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. All claims, controversies, or disputes arising out of this Agreement shall be settled as required herein or by law in the Ninth Judicial Circuit, Orange County, Florida.
- Section 7. **Authority of Signatory.** The individual executing this Agreement on behalf of the Agency warrants that he or she is authorized and intends to execute this Agreement to bind the party on whose behalf he or she has signed.
- Section 8. **Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

Date: 11.13.18

ATTEST: Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Phil Diamond*
Deputy Clerk

Date: NOV 13 2018

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By: **Housing and Neighborhood Development Services of Central Florida, Inc.,** a not-for-profit corporation

Jill McReynolds
Jill McReynolds

TITLE: Executive Director

Date: 10/26/18

AND

[Signature]
Board of Directors Chairman or Board Representative

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 26 day of Oct, 2018 by Jill McReynolds, Executive Director, **Housing and Neighborhood Development Services of Central Florida, Inc.,** a Florida not-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.

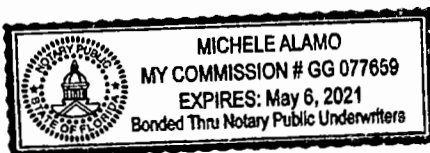


Michele Alamo
Signature of Notary Public

Michele Alamo
Name Printed or Stamped:

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 26 day of October 2018 by Margarita Hernandez Board Chairman or Board Representative of **Housing and Neighborhood Development Services of Central Florida, Inc.,** a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.



Michele Alamo
Signature of Notary Public

Michele Alamo
Name Printed or Stamped:

EXHIBIT A SCOPE OF SERVICES

The Project consists of new construction on a vacant lot conveyed by Orange County to the Agency, located at 10306 Wood Stream Court, Orlando, FL 32825. The property shall be conveyed by the County, free and clear of all liens, encumbrances, assessments and other matters of record as will not interfere with the use of the Property for the construction of a single family unit. The construction will provide permanent affordable housing to a qualified low income household.

A. Construction Activities

1. The Agency, through its consultants and contractors, will develop the conceptual site plan, including preliminary and final plans, drawings, and specifications for developing the site and construction of a 1,500 to 2,000 square foot house consisting of three bedrooms, two bathrooms, a two car garage and is consistent with the architectural design of the neighborhood. The Plans and Specifications shall be prepared by architects, engineers and other professions and trades, which shall be licensed to practice in the State of Florida. No construction shall be commenced on the Property except pursuant to the Plans and Specifications approved by the County. The Agency will be responsible to bid all work not performed in-house and accept the lowest responsible bidder.

2. Orange County will utilize its HOME/CHDO funding to reimburse the Agency for all costs of the on-site and off-site improvements set forth in the proposal, including, but not limited to, the cost for engineering design, plat permits, inspection, and construction.

3. The property will be constructed to lower the total consumption of energy and contribution to greenhouse gasses. Utilizing Florida Green Building Coalition guidelines for residential construction the project will seek Florida Yards and Neighborhoods Certification. Members of the design and development teams responsible for implementing the green features will include LEED certified individuals in the areas of landscape and design services and mechanical engineering.

B. Application Intake

The Agency will prequalify the potential homebuyer, collect all needed information in order to determine eligibility and the potential HOME/CHDO buyer's financial situation. The following information will be included in the developer's file for the qualified homebuyer.

- 1.) Copy of 1003, Uniform Residential Loan Application.
- 2.) Verification of earnings (e.g., VOE, SSI award letter, pay-stubs, W2, etc.)
- 3.) Copy of tri-merge credit report.
- 4.) Copy of appraisal report.
- 5.) Copy of sales and purchase contract.
- 6.) Copy of HUD closing statement.

The County must approve the qualified homebuyer prior to the sale of the house.

C. Disposition

The house shall be sold to a qualified homeowner at the appraised value, not to exceed 95% of the median purchase price for the area using FHA single family program data for newly constructed housing. All sales proceeds are not considered program income, not subject to HOME Program requirements and shall revert back to the CHDO for future affordable housing activities.

Eligible Homebuyers may qualify for down payment assistance up to \$30,000. A second mortgage document in the form of (**Exhibit "D"**) will be recorded at the time of closing with a qualified homebuyer to secure the Down Payment Assistance provided to such qualified homebuyer and ensure long term affordability of the home.

D. Record Keeping

The Agency and the County shall maintain the following information on the property:

1. Homebuyer's name, address of the property constructed with HOME/CHDO funds, and the amount of HOME/CHDO funds allocated.
2. The number of occupants in the household and the racial and ethnic demographics of the household.
3. The Agency shall determine homebuyer eligibility in accordance with the guidelines and document the income of all persons acquiring property from the Developer under this Agreement. Source documentation evidencing annual income shall include, but is not limited to verification of employment, wage statements, bank statements, unemployment compensation and other documents to confirm annual household income.

EXHIBIT B
LEGAL DESCRIPTION

Property – 10306 Wood Stream Court, Orlando, FL 32825

Parcel # 32-22-31-9351-01-440

LOT 144 WINDING CREEK UNIT 2, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 29, PAGES 95 AND 96, OF THE PUBLIC RECORDS OF
ORANGE COUNTY, FLORIDA.

EXHIBIT C

APPLICABLE FEDERAL LAWS

The parties shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause) requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, connected with the Project, be awarded to business concerns located in, or owned in substantial part by persons residing in, the area(s) of the project.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Construction Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead Based Paint regulations for any construction or construction of residential structures with assistance under this Agreement shall be subject to HUD Lead Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 and in particular Sub-Part B thereof. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Debarred, suspended or ineligible contractors. 2CFR part 200 appendix II
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
9. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor (for eight units or more when applicable).
10. Drug Free Workplace Act of 1988.
11. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act

12. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
13. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

14. 2CFR §200.327 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

15. 2 CFR §200.328 Monitoring and reporting program performance.

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

- (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
 - (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- (e) The Federal awarding agency may make site visits as warranted by program needs.
- (f) The Federal awarding agency may waive any performance report required by this part if not needed.

16. 2 CFR §200.331 Requirements for pass-through entities.

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
 - (1) Federal Award Identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);

- (ii) Subrecipient's unique entity identifier (currently known as DUNS number – Data Universal Numbering System (DUNS) number);
- (iii) Federal Award Identification Number (FAIN);
- (iv) Federal Award Date (see §200.39 Federal award date);
- (v) Subaward Period of Performance Start and End Date;
- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA);
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and
- (xiii) Indirect cost rate for the Federal award (including if the De Minimis rate is charged per §200.414 Indirect (F&A) costs).

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this Part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b) of this Part.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this section, §§200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F-Audit Requirements of this Part; and

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraph (e) of this section, which may include consideration of such factors as:

- (1) The subrecipient's prior experience with the same or similar subawards;
 - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this Part, and the extent to which the same or similar subaward has been audited as a major program;
 - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
 - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and programmatic reports required by the pass-through entity.
 - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (1) Providing subrecipients with training and technical assistance on program-related matters; and
 - (2) Performing on-site reviews of the subrecipient's program operations;
 - (3) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
- (f) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this Part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this Part and in program regulations.

17. 2 CFR §200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 5-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 5-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

18. 2 CFR §200.336 Access to records.

(a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

19. 2 CFR §200.337 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315 Intangible property. Unless required by Federal, state, or local statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

20. 2 CFR §200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional

conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

21. 2 CFR §200.339 Termination.

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

22. 2 CFR §200.340 Notification of termination requirement.

(a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.

(b) If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.

(c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77. See also the requirements for Suspension and Debarment at 2 CFR Part 180.

23. 2 CFR §200.341 Opportunities to object, hearings and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

24. 2 CFR §200.342 Effects of suspension and termination.

Costs to the non-Federal entity resulting from obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

(a) The costs result from obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and

(b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

25. 2 CFR §200.344 Post-closeout adjustments and continuing responsibilities.

(a) The closeout of a Federal award does not affect any of the following:

(1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.

(2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

(3) Audit requirements in Subpart F—Audit Requirements of this Part.

(4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this Part, §§200.310 Insurance Coverage through 200.316 Property trust relationship.

(5) Records retention as required in Subpart D—Post Federal Award Requirements of this Part, §§200.333 Retention requirements for records through 200.337 Restrictions on public access to records.

(b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

26. 2 CFR §200.345 Collection of amounts due.

(a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements;
- (2) Withholding advance payments otherwise due to the non-Federal entity; or
- (3) Other action permitted by Federal statute.

(b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR Parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

EXHIBIT D**MORTGAGE DEED
Orange County, Florida****DEFINITIONS**

Words used in multiple sections of this Mortgage document are defined below.

(A) **"Security Instrument"** means this Mortgage document, which is dated _____, together with all exhibits and/or attachments made a part of this Mortgage and listed hereunder,

Exhibit A - Legal Description

Exhibit B - Mortgage Note in the Amount of \$ _____.

(B) **"Borrower"** is _____, a _____. Borrower is also the Mortgagor under this Security Instrument.

(C) **"First Mortgage Note"** is the valid purchase money first mortgage approved by Mortgagee.

(D) **"Lender"** is Orange County, Florida, a charter county and political subdivision of the State of Florida ("County"). Lender's address is **525 E. South Street, Orlando, Florida 32801**, or at such a place as may hereafter be designated by written notice from the Mortgagee to the Mortgagor hereof. Lender is the Mortgagee under this Security Instrument. Whenever used herein the terms **"Mortgagor"** and **"County Mortgagee"** include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of political subdivisions or corporations.

(E) **"Note"** means the promissory note signed by Borrower and dated _____. The Note states that for value received, the Borrower promises to pay Lender, in a manner hereinafter specified, the sum of (U.S. \$ _____ .00) _____ **Thousand and no/100 Dollars**, plus interest if required as hereinafter specified. The term "Note" includes all the notes hereinafter described if more than one.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, if any, and any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument.

(H) **"Applicable Law"** means all controlling applicable federal, state and local laws, regulations, ordinances and administrative rules and orders (*that have the effect of law*) as well as all applicable final, non-appealable judicial opinions.

(I) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(J) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(K) **"Default"** is defined in the Mortgage Note under the default section, which indicates those actions that constitute default for the purposes of this Mortgage.

THIS NOTE AND THE MORTGAGE SECURING THIS NOTE ARISE OUT OF OR ARE GIVEN TO SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH THE FINANCING OF HOUSING AND ARE EXEMPT FROM DOCUMENTARY STAMP TAX AND INTANGIBLE TAX PURSUANT TO SECTION 420.513(1) and 201 FLORIDA STATUTES.

This instrument prepared by:

_____. Housing Development Assistant
Orange County Housing & Community Development
525 E. South St.
Orlando, FL 32801

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the property, as described in Exhibit A - Legal Description, which is situated in Orange County, Florida.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. This Security Instrument shall also cover all replacements and additions. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. The Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except: *A valid purchase money first mortgage approved by Mortgagee.*

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except: **A valid purchase money first mortgage approved by Mortgagee.**

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to, the Orange County Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be considered one basis, but not the sole or limiting basis, for authorizing the Mortgagee to declare a default.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST. Mortgagee requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice, at Mortgagee's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the Lender as provides herein, and (b) any notice to the Lender shall be given by certified or registered mail, postage prepaid, sent to the Lender at 525 E. South Street, Orlando, Florida 32801, or to such other address as may hereafter be designated by written notice from the Lender to the Borrower herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

PROVIDED ALWAYS, that is said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "D" ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and other sums of money provided for in said note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature and said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants set forth in said note and this Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

This Mortgage Deed, which secures the payment of that certain Orange County Mortgage Note made by Mortgagor to Mortgagee dated the same date as this Mortgage Deed is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount _____, dated _____, made by Mortgagor payable to _____, (the "First Mortgage Note") and secured by that certain Mortgage from Mortgagor to _____, dated _____, and recorded simultaneously in the Public Records of Orange County, Florida (the "Florida Mortgage").

If each and every one of the agreements, stipulations, conditons and covenants of said note and this Mortgage are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

If the owner of the First Mortgage has given written notice of a default under the Mortgage it owns and holds to the Manager of Orange County Housing and Community Development and the County has not cured such default within thirty (30) days after receipt of such notice, such Mortgagee may foreclose its mortgage lien on the Property. At the time such Mortgagee obtains title to the Property the repayment obligations herein shall thereafter have no further force and effect against the Property and shall automatically terminate. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event (i.e. foreclosure or deed in lieu) obtains an ownership interest in the Property. The party seeking a release of lien shall pay all costs of preparing and recording such release.

IN WITNESS WHEREOF, the said Maker has hereunto signed and sealed these presents the day and year first above written.

**Signed, sealed and delivered
in the presence of:**

MORTGAGOR:

Signature

Signature

Print or Type Name

Print or Type Name

Address: _____

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____, a single man, who executed the foregoing instrument and who acknowledge before me that he executed the same and he is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid

Name:

Notary Public

Commission

Expires: _____

MORTGAGE NOTE (Exhibit "D")
Orange County, Florida

THIS MORTGAGE NOTE ("Security Agreement") is made on this ____ day of _____. The grantor is _____, (herein "Borrower/Mortgagor") whose address is _____, **Orlando, FL 328**____. This Security Instrument is given to Orange County ("County"), Florida, a charter county and political subdivision of the State of Florida. Lender's address is **525 E. South Street, Orlando, Florida 32801**, or at such a place as may hereafter be designated by written notice from the County ("Lender") to the Borrower/Mortgagor hereof. Borrower owes Lender the principal sum of (U.S. \$_____.00) _____ **Thousand and no/100 Dollars**. This debt is evidenced by the Borrower's note ("Note") dated the same date as this Security Instrument.

This Note and Mortgage securing same shall be for a period of **ten (10) years at zero percent interest**, beginning on the date of execution of this Note and the accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default occurs, the Mortgage Note shall be due and payable in full. Payment in full shall be made within thirty (30) days of the declaration of default.
- B. This debt shall be permanently forgiven **ten (10) years** after the date of the execution of this Note.

Since public funds are the source of funding for this program, it is the policy of the County not to subordinate this note, except in certain refinancing circumstances. Requests for subordination must include, but is not limited to, the following information:

- 1. A formal loan commitment from a mortgage lender that actively participates in the issuance of mortgages.
- 2. Terms and conditions of the proposed mortgage including a "Good Faith Estimate" of the closing costs for the proposed loan.
- 3. A letter from the principal requesting subordination and justification for the request
- 4. Any additional documentation that is determined to be necessary by the County

The information provided will be reviewed to determine approval/denial of the request based on the impact of refinancing on the principal's future affordability. The decision shall rest in the sole discretion of the County based upon the County's evaluation of the documents.

Under no circumstances shall the County be under any obligation to subordinate.

Subordination. Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of

- (a) protecting or further securing the lien of the First Mortgage, curing defaults by the

Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or

- (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. However, if the Property undergoes a refinancing, the Mortgagee reserves the right to review any information relative to the new loan and determine whether the Mortgagee's lien position remains secure. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. For purposes of this program, the Mortgagee, in its sole discretion may choose to take a further subordinated lien position other than what is contemplated under this paragraph herein if current liens on said Property existed prior to mortgaging the Property under this program. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall terminate at the discretion of the Lender upon the Senior Lien Holder's acquisition of title, such termination will not be unreasonably withheld provided that
 - (i.) the Lender has been given written notice of a default under the First Mortgage,
 - (ii.) the Lender shall not have cured the default under the First Mortgage within the thirty (30) day period provided in such notice sent to the Lender, and
 - (iii.) there is not sufficient equity in the Property to satisfy the senior lien (assuming reasonable costs) and the lien of this SHIP loan.

This Note incorporates, and is incorporated into, the Mortgage Deed of even date on the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DEFAULT. The Maker of this Note or its successors shall be in default under any one or more of the following conditions:

1. The sale or any transfer of interest in subject home and real property, within **ten (10) years** of the execution of this Note, by maker or maker's successors.
2. Refinancing of the property without prior consent from the County.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
6. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date and the entire remaining unpaid principal balance will be due in full immediately upon default. The County's failure to excuse the default provision under this Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

Before the County accelerates the payment due or commences any action under the Mortgage Note, the Mortgage Deed or any other document related thereto, the County agrees to deliver a written notice of each default under either the Mortgage Note or the Mortgage Deed (the "Subordinate Loan Default") to the holder of the First Mortgage Note and the First Mortgage Deed (the "Senior Lender") within ten (10) business days after the occurrence of the Subordinate Loan Default. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within thirty (30) days from the date that it receives notice of the Subordinate Loan Default. All amounts advanced or expended by the Senior Lender to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of the First Mortgage.

Before the County accelerates the payment due or commences any action under the Mortgage Note, the Mortgage Deed or any other document related thereto, the County must obtain the written consent of the Senior Lender.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST.

Mortgagee requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice, at Mortgagee's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action. Mortgagee additionally requests the Mortgagor to provide notice to the Mortgagee of any default on any mortgage or other credit obligation, which may lead to an encumbrance on the property described in exhibit "A." Said request for notice shall be given within thirty (30) days of said default.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the property's address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to the Lender shall be given by certified or registered mail, postage prepaid, sent to the Lender at 525 E. South Street, Orlando, Florida 32801, or at such a place as may hereafter be designated by written notice from the Mortgagee to the Mortgagor hereof.

MISCELLANEOUS PROVISIONS

This Mortgage Note and the Mortgage Deed securing payment of this Mortgage Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount of _____ **Thousand dollars and no/100**, dated _____, made by borrower payable to _____. (the "First Mortgage Note").

The Maker and the County agree that a Subordinate Loan Default shall constitute a default under the First Mortgage Note, First Mortgage and any other related loan documents (the "First Mortgage Loan Documents") and the Senior Lender shall have the right, but not the obligation, to exercise all rights or remedies under the First Mortgage Loan Documents in the same manner as in the case of any other default thereunder.

The County consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the First Mortgage Loan Documents, including any provision requiring the repayment of money.

This Note is secured by a mortgage on real estate, of even date herewith, made by the Maker in favor of the said Holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether brought by suit or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "Holder", "Maker" or "Payee" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the said Maker has hereunto signed and sealed these presents the day and year first above written.

**Signed, sealed and delivered
in the presence of:**

MORTGAGOR:

Signature

Signature

Print or Type Name

Print or Type Name

Address: _____

**STATE OF FLORIDA
COUNTY OF _____**

I HEREBY CERTIFY that on this _____ day of _____, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____, a single man, who executed the foregoing instrument and who acknowledge before me that he executed the same and he is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:

Notary Public
Commission
Expires: _____

Commission Expires: _____

EXHIBIT E**CERTIFICATION OF GOVERNMENTAL ASSISTANCE***PROJECT NAME: **Wood Stream Project**

I, _____, Owner _____ or Owner's Representative _____
 hereby certify the following:

1. _____ The following governmental assistance has been or is to be provided to the Project:

 (Amount) (Source)

 (Amount) (Source)

 (Amount) (Source)

OR

2. _____ No governmental assistance has been provided at the time of application
 for HOME funding nor is any government assistance anticipated in the future.

I also certify that should other governmental assistance be sought in the future, the County will be notified within 15 days of application for other government assistance.

 (Signature)

 (Date)

*Governmental assistance includes any loan, grant, (including Community Development Block Grant), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the federal, state or local government for use in, or in connection with, a specific housing project.

**EXHIBIT F
PROJECT BUDGET**

10306 Wood Stream Court			
Single Family Home 3 Bedrooms/ 2 Baths 1640 sq. ft.			
Item	Unit cost		Total
Lot Acquisition	Donation	\$	-
Hard Costs	\$	149,000.00	\$ 149,000.00
Soft Costs	\$	11,000.00	\$ 11,000.00
3a. Permitting	\$	1,400.00	
3b. Insurance	\$	3,600.00	
3c. Mowing	\$	720.00	
3d. Marketing	\$	800.00	
3e. Arch. Fee	\$	3,000.00	
3f. Engineer Fee	\$	1,480.00	
Contingency		\$	-
SUBTOTAL		\$	160,000.00
CHDO Developer's Fee (15%)	\$	<u>24,000.00</u>	\$ <u>24,000.00</u>
		\$	184,000.00
HANDS match will be Contingency of up to 10% if needed or \$16,000.			

EXHIBIT G
INVOICE AND REQUEST FOR PAYMENTS

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to:

Orange County
 Manager, Housing and Community Development
 525 E. South Street
 Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

REQUEST FOR PAYMENT

TO: Housing and Community Development Division

FROM: Housing and Neighborhood Development Services of Central Florida, Inc.

PROJECT ADDRESS:

HOME AWARD: \$

REQUESTED AMOUNT:

I certify that _____% of the construction/construction work on the above referenced Project has been completed according to the HOME Agreement between the above and the County.

Said work consists of:

Therefore, I request that the Housing and Community Development Division pay a partial payment in the amount of \$_____.

Authorized Signature

Date

**CONTRACTOR'S INVOICE, PARTIAL RELEASE OF LIENS, AND WARRANTY
PROPERTY:**

CONTRACTOR:

CONTRACT DATED:

TOTAL CONTRACT AMOUNT: \$

ADDENDUM DATED:

1. As a partial invoice, the undersigned hereby certifies that there is due from the payable by the Owner to the Contractor under the above Contract the Balance or Sum of \$ _____.
2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment, no unpaid claims of sub-contractors, and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.
3. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does release the Owner from any and all claims arising under or by virtue of this contract; provided, however, that if for any reason the Owner does not pay in full the amount stated in Paragraph 1 thereof said deduction shall not affect the validity of this release.

=====

This Release is conditioned upon payment of check issued on the account of _____
in the amount of \$ _____; otherwise, this Release of Lien is VOID.

Dated this _____ day of _____, 201__.

Company Name

Signature

Print Name/Title

EXHIBIT H PROJECT REPORTS

QUARTERLY PROGRESS REPORT/FINAL REPORT

A. Project Information

Agency: Housing and Neighborhood Development Services of Central Florida, Inc.

Project Title:

Project Start Up Date:

Estimated Project Completion Date: _____

B. Project Financial Summary

	Amount	Funds Invoiced to Date	Percentage (%)
Other Funding			
HOME Funding			
Total Funding			

Percentage of Project Completed to Date: _____% (Quarterly ____ Final ____)

C. Comments (Please answer all questions)

1. Describe specific tasks completed this month.

EXHIBIT I
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by Orange County, Florida and the U.S. Department of Housing and Urban Development (“HUD”) in awarding the grant funds. If it is later determined that the HOUSING AND NEIGHBORHOOD DEVELOPMENTAL SERVICES OF CENTRAL FLORIDA, INC. knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the County Housing and Community Development Department and/or the HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. The HOUSING AND NEIGHBORHOOD DEVELOPMENTAL SERVICES OF CENTRAL FLORIDA, INC. will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

A. HOUSING AND NEIGHBORHOOD DEVELOPMENTAL SERVICES OF CENTRAL FLORIDA, INC. certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Orlando Neighborhood Improvement Corporation’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION’s policy of maintaining a drug-free workplace;
3. Any available drug counseling, construction and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee be engaged in the performance of the grant is given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the Loan, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

- E. Notify the County's Housing and Community Development Department and/or the HUD in writing within ten (10) calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Construction Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or construction program approved for such purposes by Federal, State, or local health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

EXHIBIT J

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC.
[Corporate Seal]

By: Jeffrey M. McReynolds
Executive Director

Date: 10/26/18

EXHIBIT K
CERTIFICATION REGARDING POLICY
PROHIBITING USE OF EXCESSIVE FORCE

In accordance with section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act), the Orange County, Florida certifies that:

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

NOTE: This certification does not require the HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC., to adopt a policy regarding excessive force. It is included for informational purposes only.

EXHIBIT L
CERTIFICATION REGARDING LOBBYING

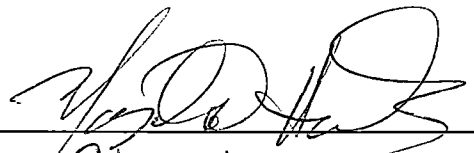
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated 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 an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC. shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC.

[Corporate Seal]

By: 
 Chairman
 Jill Ann McKeen
 Executive Director

Date: 10/26/18

EXHIBIT M
SECTION 3 CLAUSE

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (“HUD”) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project Area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual agreement or other disability which would prevent them from complying with these requirements.

C. The HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC., will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.

D. The HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC., will include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC., is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC., will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its sub-recipients, and its successors, and assigns

to those sanctions specified by the Loan Agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Agreement for default and debarment and suspension from future HUD-assisted contracts.

EXHIBIT "N"**HOME/CHDO CONSTRUCTION
PROMISSORY NOTE**

Promise to pay. For value received, **[Insert name of mortgage or/borrower(s)]** do hereby promise to pay to Orange County, Florida, a charter county and political subdivision of the State of Florida ("County") the sum of [insert mortgage amount] (hereinafter the "mortgage amount") in the event of default under the Orange County, Florida Housing Rehabilitation Program Mortgage (hereinafter the "Mortgage") or the Rehabilitation Program Agreement (hereinafter the "Program Agreement").

- 1) *Default and forgiveness of the mortgage.* I acknowledge and agree that in the event of default of the terms and conditions of either the Mortgage or the Program Agreement, I shall be responsible for the repayment of the full mortgage amount from the date of default unless otherwise forgiven by the County in its sole discretion.
- 2) *Promissory Note.* I acknowledge and agree that this Promissory Note shall serve as a lien against the property located at [insert property address] (the "Property") and that I shall remain fully responsible for the satisfaction of such lien against the Property unless or until otherwise satisfied or forgiven by the County.
- 3) *Lender's Right.* I acknowledge and agree that nothing herein prohibits or otherwise limits the rights of the County, as a Note holder, from demanding immediate payment in full in the event of my default. Should I choose to challenge such demand by the County, I acknowledge and agree that the County, as Note Holder, reserves the right to seek attorney's fees and costs for any associated litigation or other legal proceedings.

IN WITNESS WHEREOF, the said Maker has hereunto signed and sealed these presents the day and year first above written.

ATTESTED BY:

MORTGAGOR:

Signature

Print or Type Name

Address: _____
