


**AFFORDABLE RENTAL HOUSING DEVELOPMENT AGREEMENT BETWEEN  
SEMINOLE COUNTY AND CENTRAL FLORIDA HOME FOR GOOD, INC. FOR  
HOME – AMERICAN RESCUE PLAN PROGRAM FUNDING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as the “**COUNTY**”, and **CENTRAL FLORIDA HOME FOR GOOD, INC.**, a Florida not for profit corporation, whose mailing address is 2065 Biltmore Point, Longwood, Florida 32779, hereinafter referred to as “**SUBRECIPIENT**”.

**WITNESSETH:**

**WHEREAS**, Congress passed the American Rescue Plan Act (“**ARP**”) and President Biden signed **ARP** into law on March 11, 2021; and


**WHEREAS**, the **ARP**, in part, amends  Title VI of the Social Security Act by establishing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, together the Fiscal Recovery Funds; and

**WHEREAS**, Congress appropriated \$5 billion toward the HOME-American Rescue Plan (HOME-**ARP**) program to help reduce homelessness and increase housing stability for qualifying populations, to be administered by the Department of Housing and Urban Development (**HUD**); and

**WHEREAS**, Seminole County was allocated \$3,046,438.00 in HOME-**ARP** funding to benefit individuals and families that meet one or more of the qualifying populations (1) homeless, as defined in 24 CFR 91.5 Homeless (1), (2), or (3); or (2) at risk of homelessness, as defined in 24 CFR 91.5; or (3) Fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by **HUD** in 24 CFR 5.2003 AND Trafficking

Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102); or other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability, or (5) veterans and families that include a veteran family member that meet one or more of the preceding criteria.

**WHEREAS**, SUBRECIPIENT is a corporation duly authorized to conduct business in the State of Florida, and is engaged in the construction and management of affordable housing to Low-Income or Very Low-Income households; and

**WHEREAS**, SUBRECIPIENT has requested HOME-ARP funds in the amount of ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED FIFTY-ONE AND 30/100 DOLLARS (\$1,137,151.30) to construct and act as the developer of 10 two-bedroom, one-bathroom apartments in a multi-family rental community for Low-Income or Very Low-Income households in Seminole County, as  defined and detailed in this Agreement and in Exhibit A (General Scope of Services) and Exhibit B (Project Budget) to this Agreement, which Exhibits are attached to and incorporated in this Agreement; and

**WHEREAS**, SUBRECIPIENT will obtain additional financing, if necessary, manage the construction on the Property and, upon completion of the construction of 10 two-bedroom, one-bathroom apartments in a multi-family rental community, be responsible for compliance with this Agreement; and

**WHEREAS**, the Parties desire to enter into this Agreement in order to ensure compliance with the requirements of the HOME-ARP Program and to secure other covenants and promises from SUBRECIPIENT regarding the use of funds to benefit Low Income or Very Low Income persons, as defined under the standards of eligibility established by HUD and adjusted annually.


**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and SUBRECIPIENT agree as follows:

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

**Section 2. Definitions.**

(a) “Affordability Period” means the length of time for which the housing unit built with HOME-ARP funding under this Agreement must be owner-occupied by a Low Income or Very Low Income household, which will be for a term of thirty (30) years from the execution of the Restrictive Use Covenant, a sample of which is attached to this Agreement and incorporated as Exhibit G.

(b) “CS Administrator” means COUNTY’s Community Services Department Director or his/her designee within COUNTY’s Community Services Department.

(c) “COUNTY Approval” means  written approval by the CS Administrator, the Board of County Commissioners, or the County Manager, as may be required from time to time.

(d) “HOME” or “HOME Program” means the federally funded, affordable housing program authorized by HOME statute 42 U.S.C., Section 12721 et seq. and administered by HUD pursuant to Title 24, Part 92, Code of Federal Regulations (“CFR”), and comprising the funding source for Project through COUNTY.

(e) “HOME-ARP” means the federally funded programs for affordable housing homelessness and supportive program


(f) “HUD” means the United States Department of Housing and Urban Development.

(g) “Low-income” is defined as families whose incomes do not exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

(h) “Parties” means COUNTY and SUBRECIPIENT with respect to this Agreement.

(i) "Project" means the construction of 10 two-bedroom, one-bathroom apartments in a multi-family rental community, along with all attendant development costs, infrastructure, landscaping and appliances, as more specifically described in Exhibits A and B. The unit must be rented by a Low-Income or Very Low-Income household. Each unit will have two (2) bedrooms and one (1) bathroom and will be located on a parcel of land located at 1021 E. 2nd St, Sanford, FL 32771, and designated with Parcel Identification No. 30-19-31-509-0000-044A.

(j) "Project Costs" means the actual costs for infrastructure, impact fees, site development, direct physical construction of improvements on the Property and attendant Soft Costs. The total Project Costs to be funded by COUNTY's contributions are in the amount of ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED FIFTY-ONE AND 30/100 DOLLARS (\$1,137,151.30).

(k) "Soft Costs" includes items such as architectural and engineering services, surveys, construction management, legal, accounting fees,  and other overhead associated with those items.

(l) "Property" means the real property parcel which is described as follows:

Address: 1021 E 2ND ST SANFORD FL 32771

Legal Description: NLY 125 FT OF LOT 44, J E PACES SUBD, PB 1  
PG 91

Parcel Identification Number: 30-19-31-509-0000-044A


(m) "Very low-income" is defined as families whose incomes do not exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area.

### **Section 3. Statement of Work.**

(a) SUBRECIPIENT, in a manner satisfactory to COUNTY, will perform or cause to be performed the Project, as defined above and described in Exhibit A. The maximum property value of the completed Project cannot exceed the limits for the area, as determined by HUD. SUBRECIPIENT will prepare all plans and other documents required for Project permitting and

approval by local and state governmental authorities in accordance with legal requirements. Copies of such materials must be submitted to the CS Administrator for review and approval prior to commencement of Project development. COUNTY and HUD retain the right to monitor the construction process with on-site inspections to verify sound and safe construction in accordance with approved plans. Project services will be performed, except as otherwise specifically stated in this Agreement, by SUBRECIPIENT itself or by persons or instrumentalities solely under the dominion and control of SUBRECIPIENT.

(b) SUBRECIPIENT must complete the Project by September 30, 2030. SUBRECIPIENT must lease the units to income-qualified renters by September 30, 2030.

(c) SUBRECIPIENT will comply with the property standards requirements set forth in 24 CFR Part 92.251. SUBRECIPIENT agrees that all housing rehabilitated with HOME-ARP funds will be in conformance with the Seminole County Building Code, and Seminole County's Housing New Construction Program General  Specifications, which are hereby attached to and incorporated as Exhibit A in this Agreement. SUBRECIPIENT acknowledges and agrees that at Project completion, the Property must meet all applicable state and local codes, rehabilitation standards, ordinances, and zoning ordinances. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials.

(d) ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED FIFTY-ONE AND 30/100 DOLLARS (\$1,137,151.30) of HOME-ARP funding will be structured as a deferred payment, forgivable loan collateralized with a mortgage security interest in the Property. Prior to commencing any Project development work, SUBRECIPIENT will execute and COUNTY will record in the Public Records of Seminole County, a Mortgage Deed and Deferred Payment Promissory Note and a Restrictive Use Covenant in the forms as depicted in Exhibits F and G, respectively, attached to and incorporated in this Agreement.

COUNTY will not be required to make any payments for Project services until said Mortgage, Promissory Note, and Restrictive Use Covenant are recorded.

(e) SUBRECIPIENT will determine the income of the applicant household pursuant to 24 CFR Part 5 using source documentation, and COUNTY will review and approve the supporting documentation prior to rental. SUBRECIPIENT must rent the completed Property to an approved Low-Income or Very Low-Income buyer.

**Section 4. Term.** The effective date of this Agreement will be the date first written in the preamble to this instrument. SUBRECIPIENT must complete all its respective requirements set forth in this Agreement on or before September 30, 2030. The termination date of this Agreement will be September 30, 2030, to allow for final reporting, accounting, and administrative close-out unless otherwise terminated or extended by the Parties by written amendment to this Agreement. The foregoing notwithstanding, Sections 6(a), 11, 12, and 16 of this Agreement will survive the termination date.




**Section 5. Payment.**

(a) At or prior to the time of commencement of Project construction, SUBRECIPIENT will provide to the CS Administrator a construction timetable chart and draw schedule which must conform to milestones set forth in this Agreement. Subject to the continued availability of HOME-ARP funding, COUNTY will direct payment to SUBRECIPIENT for Project costs upon receipt of appropriate invoicing and documentation. SUBRECIPIENT will be responsible for making payment for documented contracted goods and services for the Project not otherwise provided through donation. SUBRECIPIENT may not request disbursement of funds under this Agreement until the funds are needed for payment of approved eligible Project costs. The amount of each request must be limited to the amount actually needed. Change orders that increase the total HOME-ARP funded Project Costs of ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND ONE

HUNDRED FIFTY-ONE AND 30/100 DOLLARS (\$1,137,151.00) will require an amendment to this Agreement, and therefore may not be approved in the absence of such amendment. Complete disbursement of funds by COUNTY to SUBRECIPIENT will be further contingent upon the timely issuance of a Certificate of Occupancy by COUNTY's Building Official.

(b) Payment will only be rendered by COUNTY for materials and services for the express purposes and amounts authorized in Exhibits A and B.

(c) All requests for payment must be in the form attached to and incorporated in this Agreement as Exhibit E (Request for Payment), signed by the signatory to this Agreement or his or her designee, and submitted at the time of completion of the payment milestones set forth in subsection (e) of this Section. Proof of satisfactory inspections must also be provided. On or before the termination date of this Agreement, SUBRECIPIENT will render the final and complete Request for Payment statement to COUNTY for all Project services. COUNTY will not be obligated to remit payment of any HOME-ARP funds for any  charges, claims, or demands of SUBRECIPIENT, or entities operating under its control, which are not properly invoiced and received by COUNTY by said date.

(d) Payment of HOME-ARP funds by COUNTY to SUBRECIPIENT will be made according to documented completion and satisfactory inspections.

(e) Upon acceptable receipt of the documentation required by this Section, periodic reporting required by Section 6, and COUNTY Approval, COUNTY will initiate the payment process. Payment by COUNTY will be as soon as practicable after receipt of all required documentation, but in no event longer than thirty (30) days from receipt, unless COUNTY disputes the billing in good faith.

(f) Subject to the limitations in Section 5(b) of this Agreement, line-item amendments may be made by SUBRECIPIENT to the Project Budget (except for increases in profit) with prior written COUNTY Approval.

SUBRECIPIENT will utilize its own funds, other grants, or payments-in-kind, which may include the fair market value of volunteer labor to complete the development Project as matching/leveraged funding for the Project. Appropriate documentation of leveraged funding pledges and availability, along with the Payment Request must be provided by SUBRECIPIENT to COUNTY. **Such leveraged funding must be derived from resources exclusive of any portion of the ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED FIFTY-ONE AND 30/100 DOLLARS (\$1,137,151.30) of HOME-ARP funding being provided by COUNTY for the Project.** Failure to obtain leveraged funding or equivalent payments-in-kind sufficient to complete the Project will be a default under this Agreement and will be grounds for denial of any future scheduled COUNTY payments from HOME-ARP or other sources, termination of this Agreement by COUNTY, as well as giving rise to legal or equitable remedies under Section 27 of this Agreement, including repayment of all HOME-ARP funds appropriated under this Agreement.

#### **Section 6. Periodic Reports and Maintenance of Records.**

(a) COUNTY and SUBRECIPIENT must maintain all records required by federal, state, and local laws, rules, and regulations for a period of no less than five (5) years from the date of the final Project audit. This requirement includes:

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

(2) Financial records regarding the following:

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




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

(C) All capital expenditures in excess of One Thousand and No/100 Dollars (\$1,000.00), including a description, model, serial number, date, and cost of acquisition;

(D) A copy of this Agreement must be retained for five (5) years after the Agreement terminates;

(E) Records regarding sale of the Property must be retained for five (5) years after the Affordability Period ends; and

(F) If any litigation or claim is commenced prior to the expiration of the five (5) years and extends beyond such time, the records must be maintained until resolution of the litigation or claim and any person duly authorized by COUNTY must have full access to and the right to examine the records during such time.

(b) SUBRECIPIENT will perform  or cause to be performed an annual audit and provide copies of such audits to the CS Administrator within thirty (30) days of its completion and provided to the CS Administrator in a timely manner.

(c) All records, documents, and contracts of whatsoever type or nature required by this Agreement must be available for monitoring, audit, inspection, and copying during normal business hours and as often as the CS Administrator, COUNTY, HUD, or other federal or state agency may deem necessary.

(d) SUBRECIPIENT must complete and provide to the CS Administrator a monthly report on the form attached to and incorporated in this Agreement as Exhibit C (Monthly Report). Such reports will be due no later than the fifteenth (15<sup>th</sup>) day of each month following the date of execution of this Agreement and concluding upon the completion of all Project activities described in Exhibit A. Upon completion of the Project, SUBRECIPIENT must submit to COUNTY an End of

Project Report in the form attached to and incorporated in this Agreement as Exhibit D (End of Project Report), which must also include a statement of Program Income received since the prior report. COUNTY reserves the right to change the reporting requirements as needed.

(e) Failure by SUBRECIPIENT to submit any required report as stipulated by this Section will allow COUNTY to withhold current and future payments to SUBRECIPIENT for the unit until such report is submitted to COUNTY as required in this Agreement.

### **Section 7. Compliance with Federal Regulations.**

(a) SUBRECIPIENT must comply with all federal, state, and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) Non-Discrimination and Equal Opportunity. SUBRECIPIENT will not, on the grounds of race, color, national origin, religion, or sex, exclude any person from participation in or deny any person the benefits of this Agreement, or subject any person to discrimination.

(A) SUBRECIPIENT must fully comply with the requirements of 24 CFR Part 92.350, including the federal requirements set forth in 24 CFR Part 5, Subpart A, and the nondiscrimination requirements at Section 282 of the HOME Investment Partnerships Act, and keep records of its compliance.

(B) SUBRECIPIENT must at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d-2000d-4) and implementing regulations contained in 24 CFR Part 1, which prohibit discrimination, exclusion from participation, or denial of benefits on the basis of race, color, or national origin in any program or activity receiving federal financial assistance. SUBRECIPIENT will also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. Sections 6101-6107) and implementing regulations in 24 CFR Part 146.

(C) SUBRECIPIENT must also comply with regulations governing the accessibility of federally assisted buildings, facilities, and programs. SUBRECIPIENT must comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 794) and implementing regulations contained in 24 CFR Part 8, which prohibit discrimination on the basis of disability and any applicable provisions of the Uniform Federal Accessibility Standards, and the applicable provisions of the Uniform Federal Accessibility Standards.

(D) SUBRECIPIENT must also comply with Title II of the Americans with Disabilities Act (42 U.S.C. Section 12101, et seq.) and implementing regulations in 24 CFR Part 8, which prohibit discrimination against persons with disabilities in all program activities and services of a public entity. Any contracts entered into by SUBRECIPIENT must include a provision requiring compliance with these regulations. SUBRECIPIENT must keep records demonstrating compliance with these requirements including compliance with 24 CFR Part 92.508(a)(7).



(E) SUBRECIPIENT will cooperate with COUNTY and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive orders, and all related rules and regulations.

(2) Fair Housing Act. SUBRECIPIENT will comply with Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act-42 U.S.C. Sections 3601-3620), as amended, and implementing regulations at 24 CFR Part 100, et seq., Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations in 24 CFR Part 107, and must keep all records demonstrating compliance. All housing for sale or rent assisted with HOME-ARP funds must be made available without discrimination based on race, color, national origin, age, sex, sexual orientation, religion, familial status, or disability in accordance with fair housing laws. Additionally, SUBRECIPIENT must comply with Executive

Order 11063 and implementing regulations in 24 CFR Part 107, which prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing, or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

(3) Equal Employment Opportunity (Non-Discrimination in Employment).

SUBRECIPIENT must comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Part 60, and the Equal Employment Opportunity Clause. Any construction contracts exceeding Ten Thousand and No/100 Dollars (\$10,000.00) entered into by SUBRECIPIENT or its contractors and subcontractors must include a provision requiring compliance with these regulations. SUBRECIPIENT must keep records and documentation demonstrating compliance with these regulations.

(4) Copeland “Anti-Kickback” Act.

SUBRECIPIENT must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.

(5) Section 3 Economic Opportunity.

SUBRECIPIENT must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Section 1701(u)) and implementing regulations at 24 CFR Part 135 regarding economic opportunities for Low-Income or Very Low-Income persons. In essence, Section 3 provides that opportunities for training and employment arising from the use of HOME-ARP funds will be provided to Low-Income or Very Low-Income persons residing in the program service area. Contracts for all types of work to be performed in connection with the Project will, to the greatest extent possible, be awarded to business concerns that are located in or owned by persons residing in the program service area. SUBRECIPIENT must also include this provision in contracts or subcontracts in excess of One

Hundred Thousand and No/100 Dollars (\$100,000.00). SUBRECIPIENT must keep records documenting compliance with these requirements as required by 24 CFR Part 92.508(a)(7).


(6) Utilization of Minority/Women's Business Enterprises. SUBRECIPIENT will, 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. SUBRECIPIENT must also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises), Executive Order 12432 (Minority Business Enterprise Development), and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). SUBRECIPIENT must keep such records necessary to comply with 24 CFR Part 92.508(a)(7).

(7) Debarment and Suspension. SUBRECIPIENT must comply with the debarment and suspension requirements set forth in 2 CFR, Chapter XXIV Part 2424. SUBRECIPIENT will not enter into a contract with any person, agency, or entity that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs. In the event that SUBRECIPIENT has entered into a contract or subcontract with a debarred or suspended party, no HOME-ARP funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. SUBRECIPIENT must keep copies of the debarment and suspension certifications, as well as documentation demonstrating compliance with the requirements of 2 CFR Part 2424 and 24 CFR Part 92.508(a)(7).

(8) Anti-Lobbying Provision. SUBRECIPIENT must comply with the disclosure requirements and prohibitions of 31 U.S.C. Section 1352 and implementing regulations at 24 CFR Part 87. SUBRECIPIENT must complete and comply with the "Certification Regarding Lobbying". A copy of this document will be kept in each of the Party's files. SUBRECIPIENT

must also comply with the requirements for funding competition established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. Section 3531, et seq.).

(9) Conflict of Interest.

(A) SUBRECIPIENT must comply with the conflict of interest provisions in 24 CFR Part 92.356. No person who is an employee, agent, consultant, officer, elected official, or appointed official of COUNTY who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-ARP-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. SUBRECIPIENT must keep records supporting requests for waivers of conflicts prohibited in 24 CFR Part 92.356.  SUBRECIPIENT must keep records demonstrating compliance with these requirements including compliance with 24 CFR Part 92.508(a)(7).

(B) SUBRECIPIENT’s directors, officers, employees, agents, consultants, or members will not occupy the HOME-ARP-assisted unit.

(10) Displacement and Relocation. SUBRECIPIENT will take all necessary steps possible to minimize displacement. If displacement is unavoidable, SUBRECIPIENT must comply with the provisions of 24 CFR Part 92.353, “Displacement, Relocation, and Acquisition”. SUBRECIPIENT must keep records of its compliance with the requirements of 24 CFR Part 92.353, and as specified in 24 CFR Part 92.508. Types of records to be kept include, but are not limited to, Project occupancy lists identifying the names and address of all persons occupying the real Property on the date described in 24 CFR Part 92.353(c)(2)(i)(A), moving into the property on or after the date described in 24 CFR Part 92.353(c)(2)(i)(A), and occupying the Property on

completion of the Project. Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the Property and all persons whose property is acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR Part 92.353. If Federal regulations are not applicable, SUBRECIPIENT must comply with COUNTY policy regarding relocation.

(11) Lead-Based Paint Prohibited. SUBRECIPIENT will not use lead-based paint in any part of the HOME-assisted unit, common elements, or in the entire Property and must comply with 24 CFR Part 92.355, and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. Sections 4851-4856), and implementing regulations in 24 CFR Part 35, subparts A, B, J and R (Subpart K must also be complied with if acquisition is part of the Project). SUBRECIPIENT must keep records demonstrating compliance with these requirements, including compliance with 24 CFR Part 92.508(a)(7).




(12) Audits and Financial Statements.

(A) SUBRECIPIENT must provide COUNTY with its annual financial statement by within six (6) months of the end of SUBRECIPIENT's fiscal year. This financial statement must be prepared by an actively licensed public accountant.

(B) In addition, if expending more than Seven Hundred Fifty Thousand and NO/100 Dollars (\$750,000.00) of federal awards during an operating year, SUBRECIPIENT must comply with the audit provisions contained in 72 Federal Regulation 78590, "Uniform Administrative Requirements, Cost, Principals and Audit Requirements for Federal Awards", commonly referred to as the Office of Management and Budget "Omni-Circular" and the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501-7507). Audits must be conducted annually. SUBRECIPIENT must submit its annual audit to COUNTY within one hundred twenty

(120) days of the end of SUBRECIPIENT's fiscal year. In the event the audit shows that the entire funds disbursed under, or any portion those funds, were not expended in accordance with the conditions of this Agreement, SUBRECIPIENT will be held liable for reimbursement to COUNTY of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after COUNTY has notified SUBRECIPIENT of such non-compliance. Any reimbursement by SUBRECIPIENT will not preclude COUNTY from taking any other action or pursuing other remedies.


(C) SUBRECIPIENT also agrees to allow the Seminole County Clerk of the Circuit Court and Comptroller to conduct any audits or financial monitoring COUNTY determines necessary at any time during the term of this Agreement or pursuant to any HUD request.

(13) Uniform Administrative Requirements. SUBRECIPIENT acknowledges that COUNTY must comply with 24 CFR  92.505 regarding uniform administrative requirements, including OMB circular A-87 and the applicable portions of 24 CFR Part 85. If requested by COUNTY to do so, SUBRECIPIENT must provide COUNTY with such documentation and records to satisfy COUNTY's requirements under these various provisions. SUBRECIPIENT also agrees to adhere to the accounting principles and procedures required in those provisions, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

(14) Environmental Review. SUBRECIPIENT will not assume COUNTY's environmental responsibilities, as described in Section 92.352 ("Environmental Review"), nor COUNTY's responsibility to initiate an environmental review process. However, SUBRECIPIENT is not exempt from performing a Phase I environmental or site-specific environmental review in accordance with state and local regulations, if necessary, nor is SUBRECIPIENT released from any




environmental pollution that it may cause or have caused, and SUBRECIPIENT will assume full liability for such pollution. SUBRECIPIENT will submit to COUNTY any changes to the original proposed scope of work or any changes in the cost of the work so that COUNTY may evaluate this new information and conduct any further environmental review. This information must be submitted to COUNTY for approval at least thirty (30) days prior to any commencement of work. SUBRECIPIENT also agrees to assist COUNTY in addressing environmental issues that may arise during COUNTY's review process.

(15) Contract Work Hours and Safety Standards Act. SUBRECIPIENT must also comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-332), and other Federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1, as may be applicable. SUBRECIPIENT must maintain records demonstrating compliance, including contract provisions and payroll records. Such documentation must be submitted to COUNTY for review on a monthly basis.  All construction contracts and subcontracts entered into by SUBRECIPIENT must contain these labor provisions so as to cover all laborers and mechanics employed in the development of the Project, including any non-HOME-ARP-assisted unit. SUBRECIPIENT will certify to COUNTY compliance with these provisions before making any payments under any contracts. SUBRECIPIENT must maintain records demonstrating compliance with 24 CFR Part 92.354, including maintaining records and contract provisions and payroll records. Such documentation must be submitted to COUNTY for review in accordance with the Department of Labor regulations, or at minimum, on a monthly basis.

(16) Compliance with Davis-Bacon Act. SUBRECIPIENT must comply, as applicable, with 24 CFR Part 92.354, and the requirements of the Secretary of Labor contained in the Davis-Bacon Act (40 U.S.C. Sections 276(a) to (a-7)), as amended, and as supplemented and implemented by the Department of Labor regulations in 29 CFR Parts 1-7, as may be applicable.

Any construction contracts entered into by SUBRECIPIENT must include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. SUBRECIPIENT will also place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of the contract will be conditioned upon the acceptance of the wage determination. SUBRECIPIENT will ensure that a copy of the wage decision and a copy of the Department of Labor poster called "Notice to all Employees" (Form WH-1521) will be posted at the job site in a place that is easily accessible to all of the construction workers employed on the Project. SUBRECIPIENT will also require the contractor to obtain weekly certified payroll reports. SUBRECIPIENT must maintain documentation and records which demonstrate compliance with these regulations, including records of contract provisions and payroll reports. Unless labor regulations require more frequently, such documentation will be submitted to COUNTY for review on a monthly basis.

(17) SUBRECIPIENT will  affirmatively market the unit available for rent in a manner to attract renters without regard to race, color, national origin, sex, religion, familial status, sexual orientation, or disability in accordance with this plan. SUBRECIPIENT must comply with the provisions of 24 CFR Part 92.351.

**Section 8. Compliance with Local and State Laws.** During the execution and implementation of this Agreement, SUBRECIPIENT must comply with all applicable state and local laws, regulations, and ordinances, including, but not limited to the following:

(a) Chapter 112, Florida Statutes – Public Officers and Employees: General Provisions, including particularly, Part III addressing ethics in government, as this statute may be amended from time to time.

(b) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of this Code provision will be grounds for unilateral termination of this Agreement by COUNTY.

**Section 9. Project Publicity.** Any news release, project sign, or other type of publicity pertaining to the Project described in this Agreement will recognize the Seminole County Board of County Commissioners as the recipient of HOME-ARP Program funding from HUD and the provider of funds to SUBRECIPIENT.

**Section 10. Management Assistance.** The CS Administrator will be reasonably available to SUBRECIPIENT to provide guidance on HOME-ARP Program requirements; provided, however, that this provision will not be deemed to relieve SUBRECIPIENT of any duties or obligations set forth in this Agreement.

**Section 11. Liability.** COUNTY will not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to SUBRECIPIENT in connection with the services to be performed under this Agreement, whether for compensation or provided by donation, or for debts or claims accruing to such parties against SUBRECIPIENT. This Agreement does not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to SUBRECIPIENT as a result of Project services funded by COUNTY under this Agreement.

**Section 12. Indemnification.**

(a) SUBRECIPIENT will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur, or be required to pay by reason of the following: loss of any monies paid to SUBRECIPIENT or whomsoever, resulting out of SUBRECIPIENT's fraud, defalcation, dishonesty, or failure of SUBRECIPIENT to comply with

applicable laws or regulations; any act or omission of SUBRECIPIENT in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required under this Agreement, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) COUNTY will be fully responsible for the intentional or negligent acts or omissions of its own respective elected officials, officers, employees, and agents in the performance of their obligations under this Agreement. COUNTY will not indemnify or hold SUBRECIPIENT, its officers, employees, and agents harmless for any matters arising pursuant to the subject matter of this Agreement.

(c) The provisions of Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time, will govern all matters of tort liability and limitations on damages as to COUNTY and nothing in this Agreement will be construed as a waiver of the sovereign immunity or of the limits on damages beyond the amount expressed in that Statute, anything else in this Section or elsewhere in this Agreement to the contrary notwithstanding.

### **Section 13. Insurance.**

(a) General. SUBRECIPIENT will, at its own cost, procure the insurance required under this Section as a precondition to performance of any Project services. These same terms and required minimum levels of insurance coverage will also apply to all COUNTY approved subcontractors retained by SUBRECIPIENT to perform Project services.

(1) SUBRECIPIENT must furnish the CS Administrator with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section. COUNTY and its officials, officers, and employees must be named additional insured under the Commercial General Liability, Business Auto and Flood Insurance policies. The Certificate of Insurance will provide that COUNTY will be given not less than thirty (30) days written notice

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

(2) The Certificate of Insurance must contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate of Insurance, SUBRECIPIENT will, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by SUBRECIPIENT will relieve SUBRECIPIENT of its full responsibility for performance of any obligation including their indemnification of COUNTY under this Agreement.

(5) Deductible/self-insured retention amounts must be declared to and approved by COUNTY and will be reduced or eliminated upon written request from COUNTY who must agree as to the change. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document will be borne by SUBRECIPIENT.

(6) In the event of loss covered by property insurance, the proceeds of a claim will be paid to COUNTY.

(7) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by SUBRECIPIENT in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, will in any way relieve or decrease the liability of SUBRECIPIENT. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, SUBRECIPIENT must promptly provide such additional information as COUNTY may reasonably request, and SUBRECIPIENT will remedy any deficiencies in the policies of insurance within ten (10) days.

(8) COUNTY's authority to object to insurance will not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of SUBRECIPIENT or any other person.



(9) Coverage: The insurance provided by SUBRECIPIENT pursuant to this Agreement will apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by the Board of County Commissioners of Seminole County, Florida or its officials, officers, or employees will be excess of and not contributing with the insurance provided by SUBRECIPIENT.

(10) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of COUNTY and its officials, officers, and employees.

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

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates

of Authority issued to the companies by the Florida Office of Insurance Regulations. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, will have and maintain a Rating of "A-" or better and a Financial Size Category of "VII" or better, both according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company: (i) loses its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time; or (iii) fails to maintain the requisite Best's Rating and Financial Size Category, SUBRECIPIENT will, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUBRECIPIENT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, SUBRECIPIENT will be deemed to be in default of this Agreement.

(b) Specifications. Without limiting any of SUBRECIPIENT's other obligations or liabilities, SUBRECIPIENT must, at its own sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance will become effective prior to the commencement of work by SUBRECIPIENT and must be maintained in force until the Agreement completion date. The amounts and types of insurance must conform to the following minimum requirements.

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

(A) SUBRECIPIENT's insurance must cover SUBRECIPIENT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy (NCCI Form WC 00 00 00 A) as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUBRECIPIENT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUBRECIPIENT and its subcontractors are outlined in subsection (C) of this Section. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employer's Liability Act, and any other applicable Federal or State law.

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

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

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

(2) Commercial General Liability.

(A) SUBRECIPIENT's insurance must cover SUBRECIPIENT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance



Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) SUBRECIPIENT must maintain separate limits of coverage applicable only to the Project services performed under this Agreement and related documents, i.e., work orders. The minimum limits to be maintained by SUBRECIPIENT will be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit endorsement ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in this Section.

(C) SUBRECIPIENT will continue to maintain Products/Completed Operations coverage for a period of two (2) years after final completion. The insurance must cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office without restrictive endorsements.

(D) COUNTY, as well as its officials, officers, and employees are to be included as Additional Insureds. ISO Endorsements CG 20 10 and CG 20 37, or their equivalent, will be used to provide such Additional Insured status.


(3) Business Auto Policy.

(A) SUBRECIPIENT's insurance must cover SUBRECIPIENT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage must include owned, non-owned, and hired autos.

(B) COUNTY, as well as its officials, officers, and employees are to be included as Additional Insureds. ISO Endorsements CG 20 10 and CG 20 37, or their equivalent, will be used to provide such Additional Insured status.

(4) All Risk Property Insurance. SUBRECIPIENT must procure and maintain such insurance coverage to cover loss by fire, windstorm, explosion, or other casualty in an amount equal to the replacement value of the Property. Such insurance must be maintained in force throughout the term of SUBRECIPIENT's ownership of the Property. SUBRECIPIENT must provide proof of such insurance coverage to the CS Administrator, as well as COUNTY's Purchasing and Contracts Division. Failure to provide proof of All Risk Property Insurance will be a material breach of this Agreement.

(5) Builder's All Risk Insurance. Builder's Risk coverage must be provided as follows:

(A) Form:  Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance: The amount of coverage must be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures.

(C) Maximum Deductible: The maximum deductible is Five Thousand and No/100 Dollars (\$5,000.00) for each claim.

(D) Waiver of Occupancy Clause or Warranty: The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction will not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk

coverage will continue to apply until final acceptance of the buildings, additions, or structures by purchaser.


(E) Loss Payee: COUNTY must be included as loss payee under the policy.

(F) Exclusions: Exclusions for design errors or defects, theft, earth movement, and rainwater will be removed.

(6) Flood Insurance.

(A) If buildings or structures are located within a special flood prone or flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

(B) COUNTY must be included as a loss payee under the policy.

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

(d) Occurrence Basis. The Workers' Compensation, Commercial General Liability, and Business Auto required by this Agreement will be provided on an occurrence basis rather than a claims-made basis.

(e) Minimum Required Coverage Levels (other than Workers' Compensation). The minimum limits to be maintained by SUBRECIPIENT (inclusive of any amounts provided by an Umbrella or Excess policy) will be as follows:

General Aggregate	Twice (2x) the Each Occurrence Limit
Products/completed Operations Aggregate:	\$2,000,000.00
Personal & Advertising Injury Limit:	\$1,000,000.00
Each Occurrence Limit:	\$1,000,000.00
Business Automobile (each occurrence):	\$1,000,000.00

(f) SUBRECIPIENT shall be responsible for any uninsured or underinsured subcontractors retained by SUBRECIPIENT to perform Project services. Seminole County, Florida shall be included as Additional Insured with regard to all on-going operations and products/completed operations related to Project services. SUBRECIPIENT's designated general contractor, and any other subcontractor retained directly by SUBRECIPIENT, shall provide a Certificate of Insurance on an Acord form evidencing the Board of County Commissioners of Seminole County, Florida, its officials, officers, and employees, as additional insured by policy endorsement under any General Liability, Umbrella Liability, and Auto Liability policies provided for such work.

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

**Section 14. Bonds and Use of Outside Contractors.**

(a) SUBRECIPIENT must obtain materials, workmanship, payment, and performance bonds in an amount at least equal to all required Project development costs. Such bonds must be satisfactory to COUNTY and be payable to COUNTY in an amount at least equal to the HOME-ARP Program funding provided under this Agreement.

(b) If SUBRECIPIENT hires professional contractors, subcontractors, or vendors providing labor, goods, or services for monetary or in-kind compensation and not on a voluntary or donation basis in connection with the Project, SUBRECIPIENT will remain fully responsible for the adequacy of goods and services provided by said persons, as well as for prompt payment thereof and

for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens on the Property will be deemed an event of default under this Agreement and will be grounds for COUNTY to withhold remaining payments to SUBRECIPIENT and to require repayment of funds already paid.

**Section 15. Unused Funds/Property.** In the event that COUNTY issues any funds to SUBRECIPIENT which are not expended pursuant to the terms of this Agreement, such funds must be returned to COUNTY on or before the termination date of this Agreement.

**Section 16. HOME-ARP Program Proceeds and Program Income Derived Under This Agreement.**

(a) Any and all Program Income, as well as HOME-ARP Program funds on hand, derived as a direct result of the investment of any COUNTY funds awarded under this Agreement must be returned to COUNTY.

(b) If any of said HOME-ARP Program proceeds or Program Income is received after Project completion, such Program Income must be returned to COUNTY.

(c) SUBRECIPIENT will report the amount of Program Income received as a part of its required Monthly Reports during the Project and thereafter, for the duration of the term of this Agreement. Post Project development reporting may be in the form of a detailed letter or included as a part of SUBRECIPIENT's annual financial statement or audit reports; however, the Program Income must be readily identifiable in any such financial presentations.

**Section 17. Certification Regarding Lobbying.** SUBRECIPIENT hereby certifies that to the best of its knowledge and belief:

(a) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, officer or employee of Congress, or employee of a member of Congress

in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

(c) SUBRECIPIENT hereby further agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Florida Legislature or a state agency.

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

**Section 19. Reversion of Assets.** Pursuant to 24 CFR Part 92.504, upon expiration of this Agreement, SUBRECIPIENT must immediately transfer to COUNTY any remaining HOME-ARP funds and any accounts receivable attributable to the use of HOME-ARP funds distributed pursuant to this Agreement.

**Section 20. Notice.** Whenever either Party desires to give notice unto the other, notice will be sent to:

**For COUNTY:**

Seminole County Community Services Department  
Attn: Community Development Division Manager  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, FL 32773

**For SUBRECIPIENT:**

Central Florida Home for Good, Inc.  
Attn: Kimberly M. Fogle, President  
2065 Biltmore Point  
Longwood, FL 32779

The Parties may change, by written notice as provided in this Agreement, the address or person for receipt of notice. Mere change of the person(s) to whom notices are sent may be done by a written letter sent via first class U.S. Mail without need for formal amendment to this Agreement. Any such change of the designated contact person(s) will be attached to all Parties' copies of this Agreement and become effective on the date received. COUNTY is responsible for notifying SUBRECIPIENT of a default of the Agreement.



**Section 21. Assignment and Subcontracts.** Neither of the Parties may assign this Agreement, nor any interest in this Agreement, without the prior written consent of the other. SUBRECIPIENT may subcontract certain necessary services as set forth in Exhibit A upon obtaining COUNTY approval, subject to Section 14 of this Agreement.


**Section 22. Public Records Law.**

(a) SUBRECIPIENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as that statute may be amended from time to time, to release public records to members of the public upon request. SUBRECIPIENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as that statute may be amended from time to time, in the handling of the materials created under this Agreement and that said

statute controls over the terms of this Agreement. Upon COUNTY's request, SUBRECIPIENT will provide COUNTY with all requested public records in SUBRECIPIENT's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes (2024), as that statute may be amended from time to time.

(b) SUBRECIPIENT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, (2024), as that statute may be amended from time to time, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, , as that statute may be amended from time to time, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) upon termination of this Agreement, SUBRECIPIENT will transfer, at no cost to COUNTY, all public records in possession of SUBRECIPIENT, or keep and maintain public records required by COUNTY under this Agreement. If SUBRECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUBRECIPIENT must destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If SUBRECIPIENT keeps and maintains the public records upon completion of this Agreement, SUBRECIPIENT must meet all applicable requirements for retaining public records.



All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to SUBRECIPIENT. SUBRECIPIENT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2024), as that statute may be amended from time to time.

(d) **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, SUBRECIPIENT MAY CONTACT COUNTY'S COMMUNITY SERVICES DEPARTMENT, AT 407-665-2302, PMARTIN@SEMINOLECOUNTYFL.GOV, 520 W. LAKE MARY BOULEVARD, SUITE 100, SANFORD, FLORIDA 32773.**

**Section 23. Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties to it or their legal successors or assigns and no right or cause of action will accrue to or for the benefit of any other third party.


**Section 24. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed with the same formality and of equal dignity with this Agreement.

**Section 25. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper

invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement with the dispute resolution procedures set forth in Section 3.5541, "Contract Claims", Seminole County Administrative Code.

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

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties will exercise best efforts to resolve disputes through formal mediation prior to seeking entry of any final judgment. The selected mediator will be mutually acceptable to the Parties. Costs of mediation will be shared equally by the Parties. COUNTY and SUBRECIPIENT agree not to  elect a trial by jury with respect to any issue arising under this Agreement.

#### **Section 26. Termination and Breach.**

(a) SUBRECIPIENT may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to COUNTY by certified mail, return receipt requested, or by hand delivery with proof of delivery. Good cause will be deemed to be a loss or federally mandated discontinuance of HOME-ARP Program funding.

(b) COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 85.43 for breach of this Agreement or for other legal cause. This Agreement may also be terminated for convenience at any time by COUNTY upon written notice to SUBRECIPIENT.

(c) In the event of termination SUBRECIPIENT will:

(1) prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Project, without compensation for services rendered in completing said reports beyond the termination date;

(2) take any other reasonable actions related to the termination of this Agreement as directed in writing by COUNTY;

(3) immediately return any unexpended HOME-ARP funds to COUNTY; and

(4) cease from making any further commitments of COUNTY HOME-ARP funds.

(d) In the event of termination, COUNTY will pay for all previously approved, completed Project costs incurred or accrued as of the date of termination.

(e) The following actions will constitute a breach of this Agreement by SUBRECIPIENT:

(1) Unauthorized or improper use of HOME-ARP funds.

(2) Failure to comply with any requirements of this Agreement.

(3) Unauthorized changes in the scope, components, or costs of the Project.

(4) Submission of a negligently or fraudulently prepared Request for Payment Form, supporting invoices, or reports to COUNTY.

(f) Waiver by COUNTY of breach of one provision of this Agreement will not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and will not be construed to be a modification of the terms of this Agreement.

(g) In the event SUBRECIPIENT breaches this Agreement, COUNTY will have the immediate right to withhold future payments and to terminate this Agreement. COUNTY may also send a written demand for a refund of all monies previously paid to SUBRECIPIENT.

(h) COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement and to recover damages in the event of a breach by SUBRECIPIENT.

**Section 27. Remedies.** Upon determination that a breach has occurred, COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to SUBRECIPIENT pursuant to this Agreement. Specifically and additionally, COUNTY will have the following available remedies:

- (a) Immediately terminate this Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted HOME-ARP funds toward another HOME-ARP authorized program or replenishment of COUNTY's trust fund;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by SUBRECIPIENT;
- (d) Demand SUBRECIPIENT immediately repays any monies expended in accordance with this Agreement;
- (e) Require specific performance of this Agreement, including any and all of the terms of the attached Exhibits;
- (f) Demand payment and/or performance from the surety, if applicable;
- (g) Initiate foreclosure on the Property pursuant to the terms of COUNTY's mortgage security interests of the Property; and/or
- (h) Initiation and prosecution of any available legal or equitable remedy in a court of competent jurisdiction.
- (i) COUNTY will, in all circumstances, retain the right to enforce the Restrictive Use Covenants past the term of this Agreement, or the termination thereof, for the duration of the Affordability Period.



**Section 28. Severability.** If any one or more of the covenants or provisions of this Agreement are held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever be held invalid, then such covenants or provisions will be null and void and deemed severable from the remaining covenants or provisions of this Agreement, and in no way affect the validity of the remaining covenants or provisions of this Agreement.

**Section 29. Entire Agreement.** This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties, if any, relating to the subject matter of this Agreement. Amendments to and waivers of the provisions in this Agreement or changes in the Project's scope or cost will only be made by the Parties in writing by formal amendment to this Agreement.

**Section 30. Headings.** All section numbers and descriptive headings of paragraphs in this Agreement are inserted for convenience only and will not affect the construction or interpretation of this Agreement.

**Section 31. Miscellaneous.**

(a) The Parties represent to each other that each, respectively, has full right, power, and authority to execute this Agreement and that they have done all things necessary or conditions precedent to the execution of this Agreement.

(b) This Agreement will be construed in accordance with the laws of the State of Florida. The Parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida, Orlando Division, as to federal actions.

(c) It is agreed that nothing contained in this Agreement is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties,

or as constituting SUBRECIPIENT, including their officers, employees, and agents the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. SUBRECIPIENT is to be and will remain an independent contractor with respect to all services performed under this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed:

T. Diaz  
Signature  
Tadine Diaz  
Print Name

Stacey Smithwick  
Signature  
Stacey Smithwick  
Print Name

CENTRAL FLORIDA HOME FOR GOOD,  
INC.

By: [Signature]  
KIMBERLY M. FOGLE, President

Date: 11/14/24



*[Remainder of page intentionally left blank. County signatures on following page.]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A – General Scope of Services and Seminole County’s Housing New Construction Program General Specifications
- Exhibit B – Project Budget
- Exhibit C – Monthly Report Form
- Exhibit D – End of Project Report Form
- Exhibit E – Request for Payment Form
- Exhibit F – HOME-ARP Program Mortgage and Note Form (SUBRECIPIENT)
- Exhibit G – Restrictive Use Covenant Form



RM/vs  
5/2/24 10/29/24 10/30/24  
T:\Users\Legal Secretary CSB\Community Services\2024 Agreements\Central Florida HOME Agreement (1021 E 2nd) - October-2024.docx

## EXHIBIT A

**A-1. Project Name:** The project is the Sanford Courtyard Apartment Phase II complex located at 1021 East 2<sup>nd</sup> Street, Sanford, FL 32771 (the "Property"). It is being built on 0.57 acres of land (the "Land"). When completed, the Property will contain (3) three buildings, (2) two-story quadraplexes and (1) one two-story building with a commercial laundry room and community room on the bottom floor and (2) two apartment units on the 2<sup>nd</sup> floor, for a total of 10 units of affordable rental housing. All units shall contain 2- bedrooms and 1-bathroom, each 850 square feet. The property is owned by the Developer Central Florida Home for Good, Inc.

**A-2 Property Description:**

Parcel 1

The Northerly 125 feet of Lot 44, LESS the East 50 feet thereof, of J.E. PACE'S SUBDIVISION OF BLOC C OF MELLONVILLE, according to the Plat thereof as recorded in Plat Book 1, Page(s) 91, of the Public Records of Seminole County, Florida.

AND

Parcel 2

The East 50 feet of Northerly 125 feet of Lot 44 of J.E. PACE'S SUBDIVISION OF BLOCK C OF MELLONVILLE, according to the Plat thereof as recorded in Plat Book 1, Page(s) 91, of the Public Records of Seminole County, Florida.

**A-3. Project Budget:**           \$1,137,157.30 HOME-ARP Funding

**A-4. Project Schedule:** All Project activities and related expenditures shall be completed within 12 months from the effective date of this Agreement, and the property is to remain affordable for a period of thirty 30 years, commencing on the date of execution of the Restrictive Use Covenant (RUC).

**A-5. Sources:** Florida Community Loan Fund First mortgage lender financing \$400,000.00, Seminole County HOME Investment Partnership \$500,000.00, Developer Earned Income \$250,000.00, \$1,137,151.30 HOME-ARP Program. The Property is subject to the mortgages, restrictions, and matters described on Exhibits F and G attached hereto.



## EXHIBIT B - PROJECT BUDGET

Central Florida Home For Good, Inc.  
Sanford Courtyard Phase II Project Cost Pro-Forma

FUNDING SOURCES	
Description	Amount (\$)
Individual Contributions	250,000
Seminole County HOME	500,000
Loan	400,000
<b>TOTAL INCOME</b>	<b>1,150,000</b>
<b>TOTAL DEFICIT</b>	<b>1,000,000</b>
EXPENSES	
Description	Amount (\$)
<b>Acquisition</b>	<b>233,000</b>
Existing Units	0
Land Cost	*233,000
<b>Subtotal - Acquisition</b>	<b>0</b>
<b>Hard Costs / Development Costs</b>	
Construction	1,175,000
General Requirements	35,130
Builder Profit	120,000
Infrastructure	290,000
Rehabilitation	0
Site Improvements	7,000
Hard Cost Contingency	84,210
<b>Subtotal - Hard Costs / Development Costs</b>	<b>1,711,340</b>
<b>Soft Costs</b>	
Accounting	2,200
Appraisal	2,500
Architect	*15,000
Builders Risk Insurance	
Construction Management	50,000
Consultant	50,000
Engineering	*16,000
Environmental	*5,700

\*PAID

\*PAID

\*PAID

\*PAID

EXHIBIT B - PROJECT BUDGET  
**Central Florida Home For Good, Inc.**  
**Sanford Courtyard Phase II Project Cost Pro-Forma**

Legal	1,200
Inspections	1,600
Insurance	5,500
Loan Closing	15,000
Permits	8,350
Survey	2,600
Title Escrow Fees	3,600
Debt Service Reserve	5,000
Furnishing	0
Operating Reserve	5,000
Relocation Expenses	0
Rent Up - Marketing	250
Replacement Reserve	5,000
Tax Credit Fees	0
Soft Cost Contingency	4,250
<b>Subtotal - Soft Costs:</b>	<b>162,050</b>
<b>Other Costs</b>	
Developer Fees	190,000
Impact Fees	74,260
<b>Subtotal - Other Costs:</b>	<b>264,260</b>
<b>Other</b>	
<b>TOTAL CONSTRUCTION COSTS</b>	<b>2,137,650</b>
<b>TOTAL FUNDED</b>	<b>1,150,000</b>
<b>TOTAL SURPLUS/(DEFICIT)</b>	<b>987,650</b>

## EXHIBIT C - Monthly Progress Report

A. **Property Information** Date of Report: \_\_\_\_\_

Developer: \_\_\_\_\_

Person Preparing Report: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project Address: \_\_\_\_\_

Project Start Date	Estimated Completion Date	Actual Completion Date

<b>B. Budget Information</b>	<u>Project Cost</u>	<u>Funds Expended to Date</u>	<u>Percentage</u>
Total Project	\$ _____	\$ _____	_____ %
HOME-ARP Funding	\$ _____	\$ _____	_____ %
First Mortgage Lender	\$ _____	\$ _____	_____ %
Other Funding (HOME Source)	\$ _____	\$ _____	_____ %

C. Describe specific work tasks and qualified accomplishments completed this month.

D. Describe successes or challenges encountered with the project this period.

E. Discuss any anticipated challenges or concerns with project: Identity any technical assistance needed and/or requested from County staff.

F. Discuss any advertisements or marketing campaigns attempted. Provide copies of marketing materials distributed to the community. Please see Section 9 of the Agreement regarding Project Publicity.

**EXHIBIT D**  
**End of Project Report**

Project Title: \_\_\_\_\_

Project Address: \_\_\_\_\_

**Construction:**

Project Start Date	Estimated Completion Date	Actual Completion Date

Project Budget	Total ARPA Funds Expended	Total Other Sources Expended	Total Construction Costs

**Disposition:**

Family Name:	
Income Level:	
Household Size	
Age of Household Members	
Race:	
Ethnicity:	
AMI:	
Female Head of Household (Y/N)	

*\*Information must be provided for all HOME-ARP funded units*

**EXHIBIT E**

SEMINOLE COUNTY/MONROE PLACE, LLC  
HOME-AMERICAN RECUE PLAN ACT FUNDING  
HOME-ARP SUBRECIPIENT AGREEMENT  
PROGRAM YEAR 2024-20225

**REQUEST FOR PAYMENT**

**HOME-ARP Budget:** \$1,137,151.30

Subrecipient: Central Florida Home for Good, Inc.

Name of Activity/Project: Sanford Courtyard Phase II Apartments

Payment Request: \_\_\_\_\_

	Description	Award Amount	Amount this Request	Amount Previously Paid	Balance Remaining
Draw Request # _____		\$1,137,151.30	\$	\$	\$

\*Attach a copy of all supporting documentation for this Request for Payment

Signature Authority (Print Name and Title): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT F**

This document was prepared by:  
Robert McHugh, Esq.  
Seminole County Attorney's Office  
Seminole County Government  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

Please return it to:  
Seminole County Community Services Department  
Community Development Division  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, Florida 32773

**This Instrument is given to  
Seminole County, Florida and  
is exempt from payment of the  
nonrecurring, intangible personal  
property tax pursuant to §199.183(1),  
Florida Statutes.**

**SEMINOLE COUNTY HOME-ARP PROGRAM  
MORTGAGE**

**THIS MORTGAGE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **CENTRAL FLORIDA HOME FOR GOOD, INC.**, whose mailing address is 2065 Biltmore, Point, Longwood, Florida 32779 hereinafter the "MORTGAGOR", in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter the "MORTGAGEE", whose address is 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771.

**WITNESSETH:**

1. MORTGAGOR signed a HOME-ARP Program Agreement with MORTGAGEE dated \_\_\_\_\_, 20\_\_\_\_, which describes the obligations of MORTGAGOR under MORTGAGEE's HOME-ARP Program, for which this Mortgage is granted as security for performance, the terms and conditions of said HOME-ARP Program Agreement are hereby incorporated by reference.

That for good and valuable consideration and in particular the sum of up to but not exceeding ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED FIFTY-ONE AND 30/100 DOLLARS (\$1,137,151.30) through the issuance of that certain HOME-ARP Program Promissory Note in that amount and of even date herewith (the "Note"), the MORTGAGOR hereby grants, bargains, sells, promises, conveys and confirms unto the MORTGAGEE all of the MORTGAGOR's interest in that certain parcel of real property located at 1021 E. 2<sup>nd</sup> Street, Sanford, Florida 32771, hereinafter the "Property", the legal description and parcel identification number for which Property are as follows:

Legal Description: NLY 125 FT OF LOT 44, J E PACES SUBD,  
PB 1 PG 91

Parcel Identification Number: 30-19-31-509-0000-044A

2. 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.

3. MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR is indefeasibly seized of said Property 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 fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the public records of Seminole County, Florida as of the date of this Mortgage and the title insurance policy issued in connection with MORTGAGOR's purchase of the Property and granting of this Mortgage.

4. MORTGAGOR further covenants to use the improved Property only for the purposes expressly authorized by the Restrictive Use Covenant of even date with this Mortgage and separately recorded in the Public Records of Seminole County, Florida (the "Restrictive Use Covenant"). In the absence of MORTGAGEE's express, prior, written approval, the Property shall not be otherwise abandoned, sold, leased, conveyed, transferred or refinanced for the duration of the Affordability Period which shall be thirty (30) years from the execution of the Restrictive Use Covenant.

5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any, under the Note secured hereby; provided, however, no payments shall be due so long as the Property remains in compliance with the Restrictive Use Covenant and this Mortgage, and is not refinanced (which shall be deemed to include any new or additional financing without the prior, written consent of MORTGAGEE) during the Affordability Period unless otherwise expressly approved by MORTGAGEE. The foregoing notwithstanding, the Note shall be immediately due and payable upon the resale of the Property to any person, including persons approved by MORTGAGEE.

6. If the MORTGAGOR shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject in all respects to paragraph 14 hereof:

THIRTY YEAR AFFORDABILITY PERIOD:

If MORTGAGOR fully complies with the Affordability Period and Restrictive Use Covenant requirements described in paragraphs 5 and 6 above continuously for a thirty (30) year period commencing on the date the Restrictive Use Covenant is executed, this Mortgage and the principal amount of the Note shall be forgiven.

7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof except for reasonable wear and tear.

9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges and expenses, including attorney'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 this Mortgage, the Note, any other agreements, stipulations, conditions and covenants regarding the Property.

11. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and the prospective purchaser or an amount sufficient to satisfy or defease the defaulted mortgage loan that is the subject of the foreclosure action, as the case may be. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGOR.

12. Subject to paragraph 7 of this Mortgage, if any sum of money referred to herein or in the Note is not promptly paid within thirty (30) days after the same becomes due or if each and every agreement, stipulation, condition and covenant of either or both instruments are not fully



performed, complied with and abided by, then the outstanding and unforgiven principal balance of the Note shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything else in said instruments to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. MORTGAGOR shall not execute an assumption or in any way convey, transfer or assign its obligations under this Mortgage and the Note secured hereunder without the proper written consent of the MORTGAGEE. No part of the Property or any interest in the Property shall be sold or transferred by the MORTGAGOR without the MORTGAGEE's consent. Interest in the Property means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, escrow agreement or any proceeding intended to liquidate or rehabilitate MORTGAGOR's assets.

14. After the happening of any default, MORTGAGEE may require immediate payment in full of all sums due under the Mortgage and Note. If MORTGAGOR fails to pay the sums then due, MORTGAGEE shall have the right to initiate foreclosure proceedings, including obtaining a deficiency judgment against MORTGAGOR who shall at all times be and remain personally liable for payment of all sums due under the Note secured hereby. MORTGAGOR shall be considered in default if any of the following occur:

(a) MORTGAGOR sells, leases, abandons, refinances, transfers or assigns the Property during the term of this Mortgage without notice to and express written consent of MORTGAGEE.

(b) MORTGAGOR fails to perform any covenant or agreement in the Developer Agreement, Note, Mortgage or any other agreements, stipulations, conditions and covenants regarding the Property.

(c) MORTGAGOR fails to comply with HOME-ARP regulations.

(d) Any assignment for the benefit of MORTGAGOR's creditors, or other proceedings intended to liquidate or rehabilitate MORTGAGOR's assets.

(e) Commencement of any proceeding to foreclose any mortgage or other lien, whether prior to subordinate to the lien of this Mortgage.

(f) Any mortgage secured by the Premises is refinanced without the prior, written consent of MORTGAGEE.

(g) Failure of the MORTGAGOR to comply with the MORTGAGEE's recapture provision.

(h) Transfer of ownership of MORTGAGOR, filing for bankruptcy, or dissolution of MORTGAGOR.

15. Anything in this instrument to the contrary notwithstanding, MORTGAGOR's obligations under this Mortgage shall be deemed fully satisfied and all indebtedness under the Note outstanding in any amount shall be cancelled upon MORTGAGOR's conveyance of the fee simple interest in the Property to a HOME-ARP Program qualified household preapproved by MORTGAGEE; in such circumstances MORTGAGEE shall have the affirmative responsibility to promptly prepare and record the necessary satisfaction of mortgage instrument.

16. Whenever used, the terms MORTGAGOR and MORTGAGEE shall include all parties to this instrument, their heirs, successors, legal representatives and assigns.

**IN WITNESS WHEREOF**, the MORTGAGOR has executed and sealed this instrument on the day and year first above written.

CENTRAL FLORIDA HOME FOR GOOD,  
INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

KIMBERLY M. FOGLE, President

Date: \_\_\_\_\_

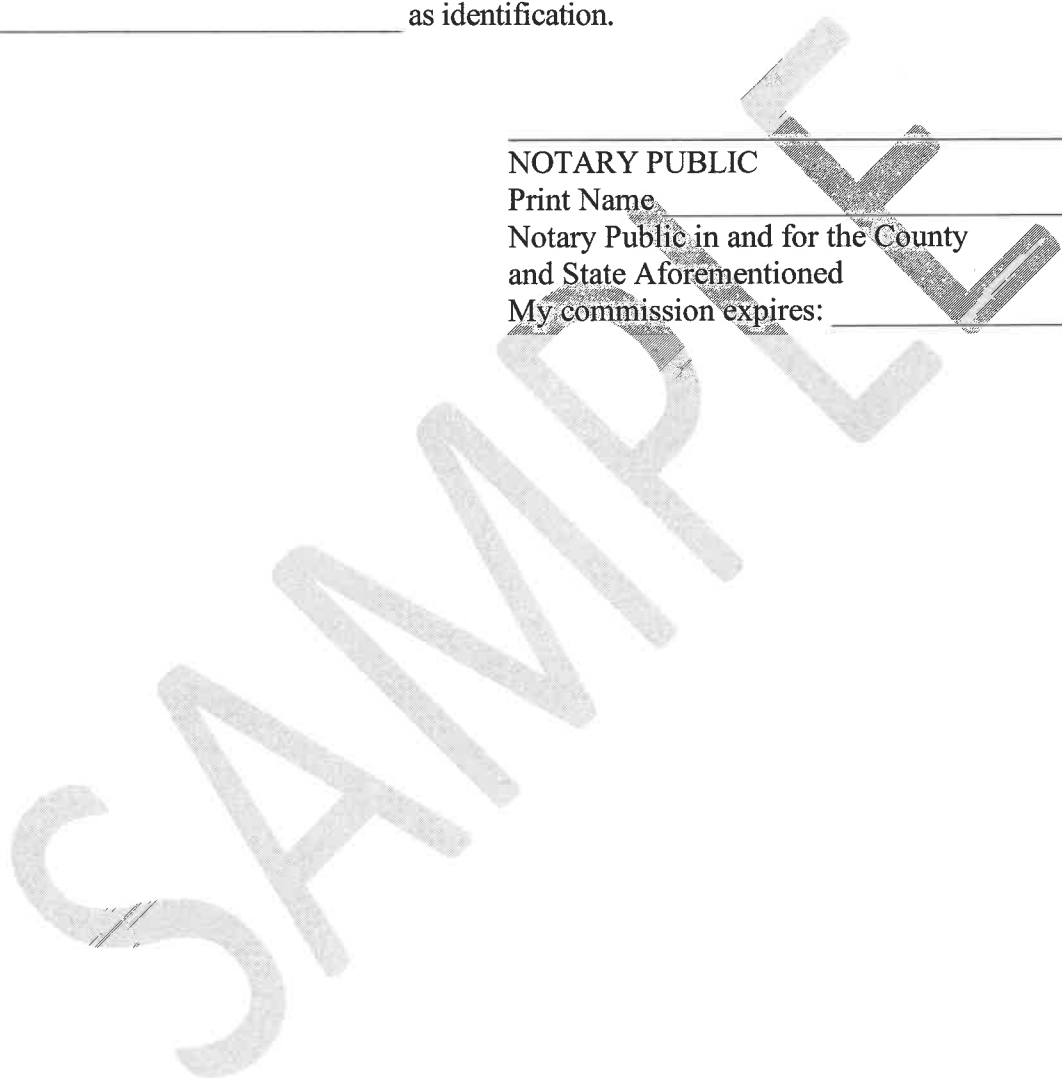
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA     )  
  )  
COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Kimberly Fogel, as President, of Central Florida Home for Good, Inc., a Not for Profit corporation organized under the laws of the State of Florida  by physical presence or  online notarization,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_



This document was prepared by:  
Robert McHugh, Esq.  
County Attorney's Office  
Seminole County Government  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

Please return it to:  
Seminole County Community Services Department  
Community Development Division  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, Florida 32773

**This Instrument is given to  
Seminole County, Florida and  
is exempt from payment of the  
nonrecurring, intangible personal  
property tax pursuant to §199.183(1),  
Florida Statutes.**

**HOME-ARP PROGRAM DEFERRED PAYMENT PROMISSORY NOTE**

**MAXIMUM PRINCIPAL AMOUNT: ONE MILLION ONE HUNDRED THIRTY-  
SEVEN THOUSAND ONE HUNDRED FIFTY-  
ONE AND 30/100 DOLLARS (\$1,137,151.30)**

**DATED DATE: \_\_\_\_\_, 2024**

**MATURITY DATE: \_\_\_\_\_, 2054**

**RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM**

**MAKER: CENTRAL FLORIDA HOME FOR GOOD, INC.  
2065 BILTMORE POINT  
LONGWOOD, FLORIDA 32779**

**HOLDER: SEMINOLE COUNTY  
1101 E. 1<sup>ST</sup> STREET  
SANFORD, FLORIDA 32771**

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of HOLDER the sum of up to but not exceeding ONE MILLION ONE HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED FIFTY-ONE AND 30/100 DOLLARS (\$1,137.151.30) on \_\_\_\_\_, 20\_\_\_\_, in lawful money of the United States, at 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, or at such other place as the HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, hereinafter referred to as the "Property certain parcel of real property located at 1021 E. 2<sup>nd</sup> Street, Sanford, Florida 32771, hereinafter the

“Property”, the legal description and parcel identification number for which Property are as follows:

Legal Description: NLY 125 FT OF LOT 44, J E PACES SUBD,  
PB 1 PG 91

Parcel Identification Number: 30-19-31-509-0000-044A

3. If the MAKER fails to use the Property in the manner as required by this instrument and the attached Mortgage, or shall be in default for any of the reasons set forth below, or in default of any covenant of the Mortgage, then all outstanding sums due under this Note and, subject to the terms of paragraph 6 hereof, shall become immediately due and payable in full under the terms set forth therein and herein.

4. MAKER shall use the proceeds of this Note only for the purposes of developing the Property in the manner as represented to the Mortgagee. Failure of MAKER to use the Note proceeds in said fashion shall be an event of default hereunder and under the Mortgage.

5. An event of default shall also include the following:

(a) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date at the time the Property is refinanced, abandoned, sold, transferred or conveyed, or MAKER otherwise ceases to utilize the Property in accordance with the Restrictive Use Covenant prior to the maturity date, or other failure to comply with the terms of the Affordability Period, as defined herein and in the Mortgage.

(b) The destruction or abandonment of the improvements on the subject Property by MAKER or its successors.

(c) Failure to pay applicable property taxes on the Property and improvements.

(d) Failure to maintain adequate hazard insurance on the Property and improvements.

(e) Failure to comply with any one or more of the terms, conditions and use restrictions of this Note and the accompanying Mortgage of even date herewith, the terms of which are incorporated herein by reference.

(f) Failure to comply with the terms of any other senior or junior lien mortgage or other encumbrance on the Property.

6. If MAKER fully performs, complies with and abides by each and every agreement, stipulation, condition and covenant regarding the Property under the Mortgage and this Note, then the Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, and this Note shall be forgiven and be canceled according to the following terms and conditions, subject in all respects to paragraph 3 hereof:

THIRTY YEAR AFFORDABILITY PERIOD:

If MAKER fully complies with the Affordability Period and Restrictive Use Covenant requirements described in paragraphs 5 and 6 of the Mortgage and the covenants herein continuously for a thirty (30) year period commencing on the date of execution of the Restrictive Use Covenant, the principal amount of this Note shall be forgiven and the Mortgage deemed fully satisfied.

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.

8. MAKER waives demand, protest, and notice of maturity, non-payment or protest and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKER agrees to pay all costs of collections incurred by HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. MAKER shall be personally liable for repayment of all sums due hereunder.

11. This Note shall be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due or any other default under the terms of the Mortgage and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount hereunder shall, at the option of HOLDER, become immediately due and payable.

12. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

13. Anything in this instrument to the contrary notwithstanding, MAKER's obligations under this Note and the Mortgage security instrument shall be deemed fully satisfied and all indebtedness hereunder outstanding in any amount shall be cancelled upon MAKER's conveyance of the fee simple interest to an HOME-ARP Program qualified household preapproved by HOLDER; in such circumstances, HOLDER shall have the affirmative responsibility to promptly prepare and record the necessary satisfaction mortgage instrument.

**IN WITNESS WHEREOF**, the MAKER has executed and sealed this instrument on the day and year set forth below:

CENTRAL FLORIDA HOME FOR GOOD,  
INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

KIMBERLY M. FOGLE, President

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA )

)

COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Kimberly Fogel, as President, of Central Florida Home for Good, Inc., a Not for Profit corporation organized under the laws of the State of Florida  by physical presence or  online notarization,  who is personally known to me or  who has produced as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name \_\_\_\_\_

Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

RM  
4/22/24 10/29/24  
T:\Users\Legal Secretary CSB\Community Services\2024 Mortgages\Central Florida HOME (1021 E 2nd) Mortgage-October 2024.docx

**EXHIBIT G**

This document was prepared by:  
Robert McHugh, Esq.  
County Attorney's Office  
Seminole County Government  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

**RESTRICTIVE USE COVENANT**

This Restrictive Use Covenant is made by **CENTRAL FLORIDA HOME FOR GOOD, INC.**, whose mailing address is 2065 Biltmore Point, Longwood, Florida 32779, as fee simple owner, hereinafter referred to as "GRANTOR", in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as "GRANTEE", concerning that certain parcel of real property, hereinafter referred to as the "Property", the legal description and parcel identification number for which are:

Address: 1021 E. 2<sup>nd</sup> Street, Sanford, Florida 32771

Legal Description: NLY 125 FT OF LOT 44, J E PACES SUBD,  
PB 1 PG 91

Parcel Identification Number: 30-19-31-509-0000-044A

The use of the Property shall be restricted to providing residential housing for a Low Income or Very Low-Income Family Household for a period of thirty (30) years from the execution of this Restrictive Use Covenant of even date with the Mortgage and Note encumbering the Property (the "Affordability Period") in conformance with Title 24, Code of Federal Regulations, §92.252(e).

"Low-Income Families" are defined as families whose incomes do not exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

"Very Low-Income Families" are defined as families whose incomes do not exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and GRANTEE and may be enforced by GRANTOR or GRANTEE in any lawful



**NOT FOR EXECUTION**

manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of GRANTEE as evidenced by a written instrument to that effect duly executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

**IN WITNESS WHEREOF**, OWNER, through its undersigned directors and officers, has caused this instrument to be executed:

CENTRAL FLORIDA HOME FOR GOOD,  
INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
KIMBERLY M. FOGLE, President

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA     )  
  )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Kimberly Fogel, as President, of Central Florida Home for Good, Inc., a Not for Profit corporation organized under the laws of the State of Florida  by physical presence or  online notarization,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_