

**HOME Investment Partnerships Program
State of Florida**

Agreement No. 096-2017

**By and between the
Florida Housing Finance Corporation
and
Milton Housing Authority**

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement" is between the **Florida Housing Finance Corporation**, hereinafter called the "**Corporation**" and the **Milton Housing Authority** hereinafter called the "**Grantee**". This Agreement consists of the body and the following attachment, which is incorporated herein: **Attachment A – Scope of Services.**
- B. Together, they embody the entire Agreement between the Corporation and Grantee with the respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

II. Authority

- A. This Agreement is financed in part through a grant provided to the Corporation by the United States Department of Housing and Urban Development (HUD) under Title II of the *National Affordable Housing Act of 1990*, hereinafter called "the Federal Act." As provided in the Federal Act, the State of Florida, through the Corporation has elected to administer the federal program of *HOME Investment Partnerships Program*, hereinafter called "HOME."
- B. The Corporation, in accordance with provisions of Section 420.5089, Fla. Stat., hereinafter called "the State Act," has entered into this Agreement with the Grantee and allotted funds for the purpose of supporting the Grantee's HOME Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

III. Description of Activities

Grantee agrees to perform the work specified in Attachment A and in compliance with the requirements of 24 CFR Part 92 and all State and Corporation Tenant Based Rental Assistance program requirements and policies.

IV. **Period of Performance & Commitment**

- A. The period of performance for all activities assisted by this Agreement shall commence on the date the contract is executed, hereinafter called the "Commencement Date."
- B. The initial term of this Agreement shall be for two years from the Commencement Date. The Corporation and the Grantee may renew the terms of this Agreement for a period of one year upon written mutual agreement by both parties.

V. **Compensation**

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee a total of **\$750,000** in HOME funds. In addition, an administrative fee of 10% of the funds drawn will be provided. Such HOME funds shall be used by the Grantee in accordance with the activities listed and budgeted on Attachment A – Scope of Services. Administrative funds will be disbursed for actual costs incurred in the administration of this contract. Documentation that supports the utilization of administrative funds must be maintained.
- B. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee.
- C. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. **Indemnification**

The Grantee shall indemnify, defend, and hold harmless the Corporation and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or contractor. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement. Grantees liability to indemnify the Corporation and its officers and employees shall include liability arising from lead-based paint regulations found in 24 CFR 35.

VII. **Obligations of Grantee**

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee, except that those services provided by a certified HQS Inspector may be

contracted to a third party under the direct supervision of the Grantee and in accordance with the terms of written contracts.

- B. A certified Housing Quality Standards, (HQS), inspector will perform all initial, annual, periodic and/or special unit inspections. Inspections shall be in accordance with guidelines provided in 24 CFR 982.401.
- C. The grantee will adhere to lead-based paint program requirements for all units. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on the behalf of the Grantee and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 CFR Part 35.1215 (a)(1)). The visual assessment must take place as part of the initial and periodic inspections required by HUD (24 CFR Part 35, Sec. 92.209(i)). TBRA funding cannot be provided until the unit passes the lead-based paint visual inspection.
- D. If assisted occupancy has commenced prior to an annual or periodic inspection, and the visual inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 CFR Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of notification to the owner of the results of the visual assessment. Depending upon the scope of the work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR Part 35.1340. The owner shall provide a notice to occupants in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination.
- E. The Grantee will provide lead-based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under age 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under age 6 living in pre-1978 structures will be provided to the Local Health Department quarterly. (Refer to 24 CFR 35.1225)
- F. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this grant.
- G. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- H. The Grantee shall adhere to the uniform administrative requirements of 24 CFR 92.505.

I. The Grantee shall provide the Corporation with copies of the most recent and ongoing Section Eight Management Assessment Program (SEMAP) scores and all follow-up documentation, corrective action plans and reports.

VIII. **Program Costs**

- A. The Grantee, if not environmentally exempt, shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Corporation has issued the "Notice of Release of Funds."
- B. Any program activities performed by the Grantee in the period prior to the Agreement Commencement Date shall be performed at the sole risk of the Grantee. In the event this Agreement is not duly executed by the Grantee, the Corporation shall be under no obligation to pay the Grantee for any costs incurred or monies spent in conjunction with program activities, or to otherwise pay for any activities performed during such period.
- C. At any time during the period of performance under this Agreement, the Corporation may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Corporation shall disallow any items of expense that are not determined to be allowable, or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

IX. **Drawdown of Grant Funds**

- A. The Grantee shall be entitled to drawdown funds at the time the funds are actually needed for payment. Funds are to be drawn for immediate cash needs only, as required in U.S. Department of Treasury Circular 1075. The Grantee shall not issue TBRA to a beneficiary until such time as all project set-up information has been received and entered into the Integrated Disbursement Information System (IDIS). Grantee shall use the Tenant Based Rental Assistance Activity Set-up Report, Attachment B, to collect such information.
- B. The Grantee shall establish procedures to ensure that any funds set forth in Section IX. A. above shall be expended within fifteen (15) days of receipt of the funds in the electronic depository account.

X. **Depositories for Program Funds**

- A. The Grantee must establish a separate account in a local financial institution for the receipt, deposit, and disbursement of HOME TBRA Program funds from the Corporation.

- B. The local account will also be used for the deposit and disbursement of repayments of HOME funds. Program income must be disbursed prior to requesting HOME funds from the Corporation.

XI. **Financial Management**

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds used in the HOME Program, and follow the requirements of 24 CFR 85.20 and OMB Circular A-122 or A-87, respectively.
- B. Grantees shall certify to the Corporation, in writing, prior to making the first drawdown of funds that the system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the HOME Program;
 - 2. Provision for accurate, current, and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form acceptable to the Corporation;
 - 6. Compliance with the applicable audit requirements (OMB Circular A-133); and,
 - 7. Consistency with generally accepted accounting principles, 24 CFR 85.20, and OMB Circulars A-57 or A-87.
- C. Grantees shall transfer to the Corporation any unencumbered HOME funds on hand at the time of expiration of this Agreement, and any accounts receivable attributable to the use of HOME funds, as required in 24 CFR 92.503.

XII. **Program Income**

The Grantee shall retain any repayment, interest, and any other return on the investment of HOME funds to be used for additional HOME eligible activities.

XIII. **Monitoring and Reporting**

- A. The Grantee shall monitor the activities of the HOME Program, including those of the contractors and subcontractors, to ensure that all program requirements are being met. The Grantee shall establish and maintain a standard procedure for internal monitoring.

- B. From time to time, as requested in writing by the Corporation, the Grantee shall submit such data and other information as the Corporation may require.
- C. Failure to report as required or respond to requests for data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the Corporation.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures, which reflect applicable Federal, State and local law and regulations (24 CFR 84.40-84.48).
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.
- C. The Grantee shall abide by the requirements of 24 CFR 24.200 concerning debarment and suspension on procurement procedures.

XV. Program Closeout

- A. Program Closeout is the process by which the Corporation determines that all applicable actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Corporation monitoring visits must be cleared prior to closeout.

XVI. Termination for Convenience

- A. The Corporation or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- C. If a project is terminated before its completion, an amount equal to the HOME funds disbursed for the project must be paid by the HOME recipient to its HOME Investment Trust Fund. Such Funds are due to the Corporation within 30 days of the date of project cancellation. Such funds shall be returned to HUD by the Corporation in compliance with HUD Notice CPD 92-18, issued June 9, 1992.

XVII. Suspension or Termination for Cause

- A. The Corporation may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee, withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Corporation to terminate the grant.
- B. The Corporation, after reasonable notice following procedures pursuant to Section XVIII (A) of this Agreement, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Corporation shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date.

XVIII. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the U.S. Single Audit Act of 1984, as amended and Office of Management and Budget (OMB) Circular A-133, as amended.
- B. If the Grantee expends \$500,000 or more in a year in Federal awards, the Grantee shall have a single audit or program specific audit if so elected, conducted for that year in accordance with the provisions of OMB Circular A-133, as amended.
- C. Grantees are required to submit one copy of the fiscal year audit report covering the program. The audit reports shall be sent to the Corporation within 30 days after the completion of the audit, but no later than one-hundred eighty (180) days after the end of the audit period unless agreed to by the Corporation.
- D. If any expenditures are disallowed as a result of the audit report, the obligation for reimbursement shall rest with the Grantee.
- E. The Grantee understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055, Fla. Stat.

XIX. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with Chapter 119, Fla. Stat., and in accordance with 24 CFR 85.42 and 24 CFR 92.508.

- B. Authorized representatives of the Corporation, the Florida Auditor General, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and receipt of assistance under the HOME Program as may be necessary to make audits, examinations, excerpts, and transcripts.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsections (A) and (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.
- D. The Grantee shall establish and maintain sufficient records for a minimum of five years to enable the Corporation to determine whether the Grantee has met the requirements of the HOME Program. The Grantee shall follow the guidelines in 24 CFR 92.508.
- E. **If the Grantee has questions regarding the application of Chapter 119, Fla. Stat., to the Grantee's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org**

XX. **Conflict of Interest**

- A. In the procurement of supplies, equipment, construction, and services by Grantees and subgrantees, the conflict of interest provisions, Attachment O of OMB Circular A-110 and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 (b) shall apply.
- B. No member of the governing body, officers or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated in all third-party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.

D. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Corporation.

XXI. Equal Opportunity

The Grantee agrees to comply with all the requirements relating to fair employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Grantee will conduct and administer the grant in conformity with 24 CFR 92.350.

XXII. Lobbying

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

1. No appropriated federal funds have been paid, or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Disclosure Form to Report Lobbying* (Standard Form-LLL), in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

XXIII. Waiver of Enforcement

No waiver by the Corporation of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce each and all the provisions hereof.

XXIV. Revisions and Amendments and Approvals

- A. Any changes to this Agreement shall constitute an amendment.
- B. The Grantee shall not expand, enhance, commingle or add to the scope of the program, covered by the Agreement.
- C. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered, agreed to and signed by the Corporation and the duly authorized representative of the Grantee.

XXV. Contractual Provisions Attachments

The provisions found in Contractual Provisions Attachment, which is attached hereto.

Attachment A – Scope of Services

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Harold L. Rice / Executive Director

Date: 1/12/18

MILTON HOUSING AUTHORITY

By: 

Name/Title: Executive Director

Date: 1/18/18

FEID: 59-0994821

ATTACHMENT A
SCOPE OF SERVICES

1. The Grantee agrees to work with the Corporation on the Santa Rosa One Year, One Home, One Family Demonstration to locate and assist low income Homeless households in Santa Rosa County in accordance with the provisions contained in the Federal Act, the State Act, the HOME Program regulations (24 CFR Part 92) and this Agreement. Eligible households must meet the Homeless definition pursuant to Chapter 420, Fla.Stat. and must be referred by the Santa Rosa County School District's Homeless Education Program. Grantee responsibilities will include:
 - a) Providing Tenant Based Rental Assistance (TBRA) and security deposit for eligible households; and
 - b) Counseling prospective tenants on landlord/tenant responsibilities, methods of locating suitable units, and equal housing opportunity laws.
2. The Corporation and/or the Corporation's monitoring agents will monitor the performance of the Grantee as it relates to this Agreement on a periodic basis.
3. Eligible Households include those households who have incomes at or below 60 percent of area median income, adjusted for family size, as established by HUD.
 - a) Eligibility is determined by comparing the household's anticipated gross annual income (as defined in Section 8 of the United States Housing Act of 1937) for the next 12 months to the income limits for the appropriate household size. Verification of income should be completed in accordance with the rule of the Section 8 Housing Choice Voucher Program. A self-affidavit executed by the household is acceptable if third party verification cannot be obtained.
 - b) Written certification of income eligibility must be obtained prior to occupancy. If applicants or household members that are being assisted have given false information, the Grantee must notify the Corporation and rental assistance must be terminated.
 - c) Eligible Households who receive assistance under this Agreement and who are currently on a waiting list for a Section 8 Housing Choice Voucher Program cannot be removed from that waiting list and must be transitioned from the HOME TBRA program to the Section 8 program if a Housing Choice Voucher becomes available to them.
4. Rental assistance is limited to an initial 12-month period. No TBRA application shall be accepted by the Grantee after expiration of this contract unless otherwise extended in writing by the Corporation, but in no event will the contract be extended beyond an additional one year.
5. The Grantee is responsible for obtaining the following documentation for each Eligible Household applying to receive TBRA:

- a) Applicant In-Take Form and Tenant Income Certification, or HUD 50058 Form;
- b) Landlord Agreement to Participate Form (original); and,
- c) Signed Lease and Lease Addendum (copy).

If providing the HUD 50058 Form, Grantee must also provide the amount of security and utility deposit paid to the tenant (if applicable).

6. The Grantee must provide income verifications for each tenant.
7. Rental assistance under this program is portable only in Santa Rosa County Florida and is available to Eligible Households to rent the unit of their choice provided it does not already receive any form of rental assistance. The assistance is conditioned upon the execution of a Lease Addendum between the landlord and the Eligible Household.
8. On the 18th of every month, the Grantee will transmit to the Corporation a Monthly Payment Authorization form, authorizing payment for all Eligible Households. Households that are subsequently determined to be ineligible or who have served notice they have vacated must be removed from the next monthly submittal. The Grantee will apply its stated method of continued program participation, including annual income certification and unit inspections, as documented in their Section 8 Housing Choice Voucher Program plan.
9. Assisted units may be publicly or privately owned; however, units covered under a project-based rental assistance agreement or Public Housing Authority units are not eligible. Units in a project partially covered by a project-based rental assistance agreement are eligible, provided that there is not project-based assistance available for the unit in question.
10. The Grantee will be required to inspect units at initial occupancy and certify to the Corporation that the unit meets minimum HUD Housing Quality Standards (HQS).
11. Units in cooperative housing developments are ineligible for assistance under this Agreement.
12. The landlord shall execute a Landlord Agreement to Participate and a Lease Addendum with the tenant.
13. There is no requirement regarding the term of the lease, but subsidy payments to the landlord under the HOME TBRA program shall not exceed 12 months from the date of initial occupancy and in no event exceed the actual period of occupancy, if less than 12 months. The tenant will be responsible for any damages that exceed the security deposit, as outlined in their lease.
14. Rental assistance calculations may be prorated during the initial month. Leases should begin on the first day of the actual tenant occupancy. If the lease is executed for any day other than the first of the month, the Grantee is responsible for paying the prorated subsidy portion of the rent for that month from proceeds provided by the Corporation.
15. Certain lease provisions are prohibited under the Regulations. These provisions are contained in the Lease Addendum which shall be executed by the landlord and tenant.

16. The amount of rental assistance paid on behalf of an Eligible Household is limited to the difference between the established rent for the unit and thirty percent (30%) of the Eligible Household's gross monthly income.

Example: \$500 rent and \$12,000 annual gross income would require a subsidy of:
(\$12,000/12 months) x
.30 = \$300 (tenant payment)
\$500 rent minus \$300 tenant payment = \$200 monthly subsidy

Exclusions are permissible when calculating income, (e.g., dependents, disability, elderly, and child care). Utility allowances are permissible when calculating rent.

17. Applicants whose total tenant payment calculations (according to the TBRA Rental Calculation Worksheet) is less than \$50 per month or are above 30% of monthly adjusted income are not eligible to receive TBRA.
18. Applicants whose TBRA subsidy calculation (according to the TBRA Rental Calculation Worksheet) is less than \$100 per month are not eligible to receive TBRA.
19. The Grantee shall receive an initial \$5,000 advance for operating expenses. These funds may be used to pay for security deposits, utility deposits and the tenants' initial month's pro-rated rent subsidy. The Grantee shall ensure that any security or utility deposit amount provided under this program must be refundable by the landlord to the Grantee not to the tenant. The Grantee may then elect to remit the recovered deposits to the tenant or use the funds to provide additional rental assistance in accordance with the Grantee's established operating procedures. Additional funds may be requested once the initial \$5,000 is committed or expended. Upon request of additional funds, the Grantee may be asked to submit proof to the Corporation of disbursement of the initial \$5,000. The Grantee shall return all unused funds to the Corporation upon termination of this Agreement.
20. In addition, the Grantee shall receive an administrative fee (the "Fee") of 10% of the funds drawn. Such HOME funds shall be used by the Grantee in accordance with the activities listed and budgeted herein. Administrative funds will be disbursed for actual costs incurred in the administration of this contract. Prior to payment of the Fee, the Grantee must submit to the Corporation the required payment request documentation listed in Section 5 herein. Documentation that supports the utilization of administrative funds must be maintained.
21. Issues not covered in this agreement are to be handled in accordance with HUD 24 CFR Part 92.