



**SEMINOLE COUNTY  
COMMUNITY SERVICES DEPARTMENT**

**FISCAL YEAR 2017-2018**

**NSP AFFORDABLE RENTAL HOUSING  
Single Family Scattered-Site**

**REQUEST FOR PROPOSALS**

**Community Services Department  
Seminole County  
534 West Lake Mary Blvd.  
Sanford FL 32773  
Attn: Donna King**

# **NSP Affordable Rental Housing Non-profit Application for FY 2017-2018**

## **INTRODUCTION:**

Seminole County is the recipient of Neighborhood Stabilization Program (NSP) funds from the U.S. Department of Housing and Urban Development (HUD). In order to meet mandatory set asides established by HUD to assist low income households at or below 50% of the area median income, Seminole County Community Services Department has acquired single family homes with NSP funding for the purpose of developing a scattered-site, affordable rental program.

The County is currently seeking applications from qualified non-profit organizations interested in providing property management for the leasing, oversight, and maintenance of these NSP scattered-site affordable rental units. The successful applicant will enter into a long term master lease agreement with the County for operations of the properties in order to provide affordable rental housing to families with minor children experiencing homelessness in Seminole County. The County currently owns 2 properties, with plans to acquire 4 additional in the next 6-12 months. The master lease will be a legal and binding contract between the County and the selected organization. The non-profit organization becomes responsible for all property management duties including entering into lease agreements, and collection of rental payments not to exceed NSP rent maximums and eligibility requirements. The non-profit organization is responsible for the continued occupancy and care of the unit in accordance with income eligibility and affordability requirements as established in Seminole County's approved NSP Action Plans.

Applicants are invited to submit proposals for consideration to be scored and ranked for staff recommendation of award to our Board of County Commissioners.

## **SUBMISSION REQUIREMENTS:**

In order for an application to be considered responsive, it must include the completed Rental Housing Application Checklist, Cover Letter, and Parts I – VII outlined in the Instructions to Applicants, including all required Attachments and Applicant Certification. Each applicant must submit one original application along with 4 paper copies, and one electronic pdf copy (scanned into one file). Applications must be submitted in a three ring binder.

**The application period has been extended and applications must be submitted to the Community Services Department by 4:00 p.m. Friday, August 31, 2018.** Applications must be date stamped by the official time clock located in our lobby or recorded as delivered by Fed Ex, UPS or similar courier agency, and received in our office located at 534 W. Lake Mary Blvd. Sanford FL, 32773.

**RENTAL HOUSING PROGRAM REQUIREMENTS:** Seminole County has acquired single family dwellings that are appropriate for occupancy for Seminole County families that have experienced homelessness. The County will retain ownership of the properties. The successful applicant will manage the properties as affordable rental housing, in accordance with Seminole County and HUD's NSP Program requirements through a master lease at a cost of \$1 per year. Prospective income eligible tenants will be referred by the Seminole County Community Services Department or by a County approved service provider. The rental housing must be permanent housing (with leases of no less than one year) and must not exceed the rent standards for low income households as described below under Rent Limits.

The proposed projects shall provide long-term affordable rental housing to eligible low income households, as defined and updated annually by the U.S. Department of Housing and Urban Development (HUD). By submitting the attached application, the Applicant acknowledges their understanding of and agrees to adhere to all applicable State, and local requirements associated with these funds.

The rental units will remain affordable for a period of twenty years. Upon successful management and operation of the rental units through the completion of the affordability period, and in compliance with all HUD NSP regulations, the rental units will be donated to the non-profit conditional upon execution of a restrictive use covenant to ensure continued use as an affordable rental unit.

**RENT LIMITS**

NSP assisted rental units must comply with rent limits established in the related Action Plan for the NSP funds originally invested in the development of the affordable rental unit. These require a maximum rent of either 65% of the Fair Market Rent (FMR) for Seminole County, or 30% of annual gross income for a household whose income is equal to 50% of AMI. These amounts are updated by HUD on an annual basis, however the rent limits shall not fall below the amount established at the time of this opportunity, as shown below:

**CURRENT HUD FAIR MARKET RENT (FMR) LIMITS (effective 03/30/2018))**

| Orlando-Kissimmee-Sanford MSA |                                | Efficiency | 1-Bedroom | 2- Bedroom | 3-Bedroom | 4-Bedroom |
|-------------------------------|--------------------------------|------------|-----------|------------|-----------|-----------|
|                               | FMR                            | \$849      | \$919     | \$1,096    | \$1,458   | \$1,745   |
|                               | 65% of FMR*                    | \$551      | \$597     | \$712      | \$947     | \$1,134   |
|                               | 30% for a household at 50% AMI | \$560      | \$600     | \$720      | \$831     | \$927     |

\* Rounded to the lowest dollar amount

**INCOME LIMITS**

Applicant is responsible to ensure all residents meet the income limits set for NSP participants, individuals and families whose incomes do not exceed 50 percent of area median income, as established by HUD and updated on an annual basis.

|  |             |              |              |              |              |              |              |              |
|--|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|  | 1<br>Person | 2<br>Persons | 3<br>Persons | 4<br>Persons | 5<br>Persons | 6<br>Persons | 7<br>Persons | 8<br>Persons |
|--|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|

**HOUSING QUALITY STANDARDS (HQS)**

Applicant is responsible for performing interior and exterior maintenance necessary to keep the property in compliance with HUD's housing quality standards, as determined in annual inspections conducted at time of lease up, or lease renewal. Annual HQS inspections will be coordinated or conducted by Seminole County Community Development staff prior to any new tenant moving into the property. Any substantial modifications to the property require pre-approval from the County.

### **AFFORDABILITY PERIOD**

Units must be leased to income eligible low-income households, at or below 50% of AMI, within the prescribed rental limits throughout the affordability period of twenty (20) years, and in compliance with NSP guidelines for the length of lease and may be impacted by a rental subsidy program held by resident. Grantee is expected to cooperate with rental subsidy program requirements if referred program participant is enrolled.

To ensure viability of the project throughout the period of affordability. The selected applicant will be required to set aside a minimum percentage of revenue generated from unit rentals as a capital improvement reserve. Funds from this reserve must be utilized to perform necessary repairs and maintenance of the unit and ensure the property is maintained within the required HQS standards. Reporting on reserve fund deposits and expenditures will be required as a condition of the master lease agreement.

### **INSURANCE**

Applicant prior to lease being signed must provide a valid Certificate of Insurance for Workers Compensation, Employer's Liability and Commercial General Liability that meets County provisions. Company issuing policy must have authority to issue policies in the State of Florida and meet all state requirements. See attached sample lease for specific insurance language. Tenants must provide grantee proof of renters insurance annually.

### **MASTER LEASE**

A sample master lease to be executed between the successful applicant and Seminole County has been included for applicant review of key provisions and terms.

### **ESTIMATED TIMELINE**

Seminole County anticipates the first property being ready for occupancy by November, 2018.

### **REGULATIONS**

Other federal regulations that may be applicable to the project are based upon the source of funding include, but are not limited to, minority and women's business enterprises, Section 3, ADA, labor, lead-based paint, and relocation regulations. The regulations specific to a project will be outlined in the funding agreement upon award. A brief overview of each regulation is provided below.

- **MINORITY AND WOMEN'S BUSINESS ENTERPRISES.** The requirements of Executive Orders 11625, 12432, 12138 and 24 CFR 85.36(e) apply to grants under this part. Consistent with HUD's responsibilities under these Orders, the Applicant must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- **SECTION 3.** The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$100,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low income persons.
- **ADA COMPLIANCE.** The Applicant shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and assist the County with complying with the implementing regulations at 28 CFR part 35. All new construction

housing developments receiving HOME subsidies with 5 or more units must design and construct 5 percent of the dwelling units, or at least one unit, whichever is greater, to be accessible for persons with mobility disabilities. These units must be constructed in accordance with the Uniform Federal Accessibility Standards (UFAS) or a standard that is equivalent or stricter. An additional 2% of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.

For more information on the accessibility requirements for federally assisted new construction and substantial alterations of existing federally assisted housing, refer to Section 504: Disability Rights in HUD Programs.

- **LEAD-BASED PAINT.** The Applicant agrees that any construction or rehabilitation of the NSP affordable rental units shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all NSP assisted housing and require that all owners, prospective owners, and tenants of structures constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- **FAIR HOUSING ACT.** The Applicant agrees that tenant selection and operation of the affordable housing units will be conducted in compliance with all applicable fair housing laws.

### **EVALUATION OF PROPOSALS:**

An Application Evaluation Committee will review and evaluate all applications submitted in response to this Notice of Funding Availability (NOFA). The Committee will conduct a preliminary evaluation of all applications to ensure they are complete and meet the minimum qualifications and mandatory requirements of the NOFA. Failure to comply with any mandatory requirements may disqualify an applicant.

Upon successful completion of the preliminary evaluation, the Application Evaluation Committee will review and rank each proposal based upon the evaluation criteria as set forth below:

1. **Demographic Commitment (20 points).** Applicant(s) will receive 20 points for projects that commit to exclusively serve families with minor children that are experiencing homelessness as defined under the McKinney Vento Homeless Assistance Act and are referred by Seminole County.
2. **Resident Programs and Services (10 points).** Applicant(s) will receive scores ranging from 0 to 10 points based upon the number of resident programs and linkage to support services that will be made available to tenants. Recommended services include life skills, literacy training, self-sufficiency programs, transportation, etc.
3. **Team Capacity and Relevant Experience (30 points).** Applicant(s) will receive scores ranging from 0 to 30 points based upon the relative experience of the applicant (including

property management experience, previous work with extremely low income households with barriers to housing stability) with similar projects.

4. **Past Performance (10 points).** Applicant(s) will receive scores ranging from 0 to 10 points for the quality of past performance with regards to multi-family housing with local, state or Federal affordable housing funds. Applicants with low occupancy rates and outcomes that demonstrate housing stability will maximize this rating.
5. **Project Financial Viability (10 points).** Applicant(s) will receive scores ranging from 0 to 10 based upon evidence of long-term financial viability demonstrated through providing a projected 20-year cash flow by unit size.
6. **Adherence to a low barrier, Housing First approach (20 points).** Applicant must commit to not rejecting tenants for criminal background, credit issues or history of evictions. All applicable laws to evictions and due process of termination of tenancy must be followed. Evictions are to be avoided when working with hard-to-house populations, grantees must exercise judgment and examine all extenuating circumstances in determining when rental agreement violations are serious enough to warrant eviction. A participant's residency is terminated only in the most severe cases. Points will be awarded based on demonstration of commitment to housing stability and low barrier screening requirements described.

The Application Evaluation Committee will make recommendations based upon the final scores to the Board of County Commissioners to award a single applicant. Subsequent to that award, Seminole County will enter into an agreement for property management of the NSP affordable rental properties and master leases will be executed as properties become ready for tenancy.

#### **DISCLAIMER**

The County reserves the right to: 1) accept or reject any or all proposals received; 2) waive any non-substantive deficiency or irregularity; 3) negotiate with any qualified Applicant; 4) award a contract in what it believes to be the best interest of the County; 5) cancel this request, in part or its entirety, if it is deemed to be in the best interest of the County; 6) reject the Proposal of any Applicant who has previously failed to perform properly; 7) reject the Proposal of any Applicant who has failed to complete a contract within the specified timeframe; 8) reject the Proposal of any Applicant that is not in a position to fulfill a resulting contractual obligation. This NOFA does not commit the County to award any contract, pay any pre-award expenses, or pay any costs incurred in the preparation of a Proposal.

#### **APPEAL PROCESS**

In the event an Applicant (1) did not submit a complete proposal and will not be considered for a recommendation of selection, (2) is ineligible to receive funding for their proposal, or (3) was not recommended for selection by the Review Committee, the Community Services Department will notify the Applicant in writing. This notice will be sent via certified mail with the return receipt requested.

If the Applicant wishes to appeal, it must do so no later than five working days from the date the letter was sent by sending a letter to the Director of the Community Services Department that includes all pertinent documents and information necessary to support the Applicant's position.

If the Community Services Department receives an appeal within the five (5) working day period, the appropriate staff will review the appeal and provide a recommendation to the Community Services Director. If the Community Services Director concurs with the Applicant, the Applicant

will be notified, and the process will be concluded. If the Director of the Community Services Department does not concur with the Applicant, the Applicant will be notified in writing of the decision and that it may make an appeal to the Board of County Commissioners on the date and time specified for applicant selection. This notice will be sent via certified mail with the return receipt requested.

If an Applicant fails to object or respond at any point in the process, that Applicant waives its rights to appeal. Objections or responses received after the five (5) day time period will not be considered. The Director of the Community Services Department has the authority to determine whether or not a recommendation will be deferred pending the outcome of a protest.

**EXHIBIT A- MASTER LEASE**



LEASE AGREEMENT

THIS LEASE 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 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD", and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "TENANT".

WITNESSETH:

WHEREAS, LANDLORD is the owner of that certain property more particularly described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel ID No.: \_\_\_\_\_



WHEREAS, the Board of County Commissioners has the authority under Section 125.35, Florida Statutes, to lease real property for the particular use it deems to be the highest and best; and

WHEREAS, the Board of County Commissioners has determined the granting of such rights and privileges to TENANT as are outlined under this Lease Agreement constitutes a County purpose,

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, LANDLORD and TENANT agree as follows:

Section 1. Leased Premises. Upon payment of the rent as hereinafter set forth, LANDLORD hereby leases and demises the following described premises, hereinafter the "Leased Premises", situate in the County of Seminole, State of Florida, to wit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel ID No.: \_\_\_\_\_

**Section 2. Term.** The term of this Lease Agreement is four (4) years from the date of its execution by COUNTY. Upon written agreement by the parties, this Lease Agreement may be extended for three (3) additional two (2) year terms.

**Section 3. Rental.** TENANT shall pay LANDLORD, as rent for the Leased Premises, the sum of ONE AND NO/100 DOLLAR (\$1.00) per year of the Lease Agreement term, with the total Lease amount payable upon execution of this Lease Agreement.

**Section 4. Payments.** When due, payments required under the terms of this Lease Agreement shall be sent by TENANT to:

Director of County Finance  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, Florida 32772-8080

**Section 5. Handicapped Standards and Alterations.**

(a) TENANT agrees that the Leased Premises now conforms, or that prior to TENANT’s occupancy, said Leased Premises shall, at TENANT’s expense, be brought into conformance with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act, Section 553.513, Florida Statutes (2017), as this statute may be amended from time to time, providing requirements for persons with disabilities, and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35, and Appendix to Section 26 CFR Part 1191, known as the “Americans with Disabilities Act of 1990” by the United States Architectural and Transportation Barriers Compliance Board; and

(b) That TENANT shall have the right to make any alterations in and to the Leased Premises during the term of this Lease Agreement upon first having obtained the written consent of LANDLORD. LANDLORD shall not capriciously withhold the consent to any such alterations.

**Section 6. Use of Leased Premises.** TENANT shall have the exclusive use of the Leased Premises for such use as is described in Exhibit A, attached to this Agreement. TENANT covenants that it will not permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the ordinances of Seminole County. Further, TENANT shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance on said Leased Premises, or increase the hazard of risk. TENANT shall not permit any nuisance on the Leased Premises.

**Section 7. Quiet Possession.** LANDLORD shall warrant and defend TENANT in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease Agreement.

**Section 8. Utilities and Maintenance.**

(a) TENANT shall provide and pay for all utilities, including lights, gas, electrical current, water and sewer used anywhere in, on, or about the Leased Premises, and shall pay the charges made therefore by the suppliers thereof promptly when due.

(b) TENANT agrees to provide all necessary maintenance and repairs for the Leased Premises, both interior and exterior, including HVAC and grounds of the Leased Premises for the duration of this Lease Agreement.

**Section 9. Assignment and Sublease.** TENANT shall not assign this Lease Agreement or sublet the Leased Premises or any part thereof.

**Section 10. Indemnification of LANDLORD.** TENANT agrees to hold harmless, indemnify, and defend LANDLORD, its commissioners, officers, employees, and agents against

any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the use of the Leased Premises, or provision of services hereunder by TENANT.

**Section 11. Insurance.**

(a) General. TENANT shall, at its own cost, procure insurance required under this Section.

(1) TENANT shall furnish LANDLORD with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). LANDLORD, its officials, officers and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that LANDLORD shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation, restriction of coverage, or non-renewal, or by a method acceptable to LANDLORD. Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide LANDLORD with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Lease Agreement and that the insurance is in full compliance with the insurance requirements of this Lease Agreement. **The Certificate of Insurance shall have this Lease Agreement number clearly marked on its face.** In lieu of the statement on the Certificate of Insurance, TENANT shall have the option to 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 Section.

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by LANDLORD, TENANT shall, within thirty (30) days after receipt of the request provide LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(4) Neither approval by LANDLORD nor failure to disapprove the insurance furnished by TENANT shall relieve TENANT of its full responsibility for performance of any obligation, including TENANT's indemnification of LANDLORD under this Lease Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Lease 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 Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Lease Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, TENANT shall, as soon as it has knowledge of any such circumstance, immediately notify LANDLORD and immediately replace the insurance coverage provided by the insurance company

with a different insurance company meeting the requirements of this Lease Agreement. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to LANDLORD, TENANT shall be deemed to be in default of this Lease Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of TENANT, TENANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Lease Agreement, the insurance shall become effective upon execution of this Lease Agreement by TENANT and shall be maintained in force until the expiration of this Lease Agreement's term. Failure by TENANT to maintain insurance coverage within the stated period and in compliance with insurance requirements of LANDLORD shall constitute a material breach of this Lease Agreement, for which this Lease Agreement may be immediately terminated by LANDLORD. The amounts and types of insurance shall conform to the following minimum requirements:

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

(A) TENANT's insurance shall cover TENANT for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. TENANT 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 TENANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States

Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

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

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

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

(2) Commercial General Liability.

(A) TENANT's insurance shall cover TENANT 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.

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

|                        |  |
|------------------------|--|
| General Aggregate      | Two Times (2x) the Each Occurrence Limit |
| Personal & Advertising | \$1,000,000.00                           |
| Injury Limit           |  |
| Each Occurrence Limit  | \$1,000,000.00                           |

(3) Professional Liability Insurance. TENANT shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) TENANT's insurance shall cover TENANT for those sources of liability which would be covered by Part IV 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 shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by TENANT (inclusive of any amounts provided by an Umbrella or Excess policy) must be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, TENANT shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by TENANT must be a minimum of three times (3x) the per-accident limit required and must apply separately to each policy year or part of it.

(C) The minimum amount of coverage under the Business Auto Policy is required to be:

|                            |                |
|----------------------------|----------------|
| Each Occurrence Bodily     | \$1,000,000.00 |
| Injury and Property Damage |                |
| Liability Combined         |                |



(d) Coverage. The insurance provided by TENANT pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers or employees must be in excess of and not contributing to the insurance provided by or on behalf of TENANT.

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

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

**Section 12. Maintenance and Repairs.**

(a) TENANT shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices, including repainting, HVAC repair and maintenance, the replacement of worn or damaged floor covering and, during the term of this Lease Agreement, keep the interior and exterior of the Leased Premises in as good a state of repair as it is at the time of the commencement of this Lease Agreement, reasonable wear and tear expected.

(b) TENANT shall maintain and keep in repair the exterior of the Leased Premises during the term of this Lease Agreement and shall be responsible for the replacement of all doors and windows broken or damaged, including painting, in the Leased Premises.

(c) TENANT shall maintain the interior and exterior of the Leased Premises, including grounds and parking area so as to conform to all applicable health and safety laws, ordinances, and codes which are presently in effect and which may subsequently be enacted during the term of this Lease Agreement and any renewal periods hereto.

(d) LANDLORD agrees to furnish pest control services for the Leased Premises during the term of this Lease Agreement.

**Section 13. Heating, Air Conditioning, and Janitor Services.**

(a) TENANT agrees to maintain heating and air conditioning equipment in satisfactory operating condition at all times for the Leased Premises during the term of this Lease Agreement at the expense of TENANT.

(b) TENANT agrees to furnish janitorial services and all necessary janitorial supplies, including the provision of garbage refuse and recycling trash disposal for the Leased Premises during the term of this Lease Agreement at the expense of TENANT.

**Section 14. Fire and Other Hazards.**

(a) In the event that the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm, or other casualty, LANDLORD, at its option, may forthwith repair the damage to the Leased Premises at its own cost and expense.

(b) TENANT shall provide for fire protection during the term of this Lease Agreement in accordance with the fire safety standards of the State Fire Marshall. TENANT shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. TENANT agrees that the Leased Premises shall be available for inspection by the State Fire Marshall at any reasonable time.

**Section 15. Taxes and Fire Insurance.** LANDLORD shall pay all real estate taxes on the Leased Premises. LANDLORD shall not be liable to carry fire insurance on the person or

property of TENANT, or any other person or property which may now or hereafter be placed in or on the Leased Premises.

**Section 16. Cancellation and Termination.**

(a) This Lease Agreement may be cancelled or terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party; or

(b) In the event TENANT fails or ceases to use the Leased Premises for any or all of the uses as described in Exhibit A without prior written permission of LANDLORD to do so, LANDLORD may terminate this Lease Agreement immediately upon written notice to TENANT.

**Section 17. Surrender of Possession.** TENANT agrees to deliver up and surrender to LANDLORD possession of the Leased Premises at the expiration or termination of this Lease Agreement in as good condition as when TENANT takes possession, except for ordinary wear and tear, alterations permitted under this Lease Agreement, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion, or commotion, military or usurped power.

**Section 18. Removal of Property.** TENANT shall, without demands therefore, at its own cost and expense and prior to expiration or sooner termination of the term hereof or of any extended term hereof, remove all property belonging to TENANT and all alterations, additions, or improvements and fixtures which, by the terms hereof, TENANT is permitted to remove, repair all damage to the Leased Premises caused by such removal and restore the Leased Premises to the condition it was in prior to the installation of the property or fixtures so removed. Any property or fixtures not so removed shall be deemed to have been abandoned by TENANT and may be retained or disposed of by LANDLORD.

**Section 19. Acceptance of Leased Premises “As Is” by TENANT.** The taking of possession of the Leased Premises “as is” by TENANT shall be conclusive evidence that the

Leased Premises was in good and satisfactory condition when possession of the same was taken, latent hidden defects excepted.

**Section 20. Waiver.** No waiver of any breach of any one or more of the conditions or covenants of this Lease Agreement by LANDLORD or by TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

**Section 21. Amendment or Modification.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease Agreement.

**Section 22. Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to:

**For LANDLORD:**

Seminole County Public Works Department  
Fleet & Facilities Management Division  
205 West County Home Road  
Sanford, Florida 32773

**For TENANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 23. Default.** Either party to this Lease Agreement, in the event of an act of default by the other, shall have all remedies available to it under the laws of the State of Florida; provided, however, the provisions, terms, or conditions of this Lease Agreement shall not be construed as a consent of the State of Florida to be sued because of said leasehold.

**Section 24. Applicable Law.** This Lease Agreement shall be construed under and in accordance with the laws of the State of Florida.

**Section 25. LANDLORD’s Right to Inspect.** LANDLORD reserves the right to inspect the Leased Premises on an annual basis upon reasonable advance notice to TENANT.

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

ATTEST:

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

By: \_\_\_\_\_  
, President/CEO

[CORPORATE SEAL]

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

ATTEST:



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
JOHN HORAN, 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  
DWM  
6/1/2018  
T:\Users\dmorrell\Community Services\2018\Draft Lease.docx

## Instructions to Applicants

Applications must be submitted in a three ring binder with tabs to separate Parts I through VII. Failure to follow these instructions may result in application disqualification.

- **Application Checklist.** Form is provided.
- **Cover Letter.** The cover letter shall include: 1) a statement of intent to perform the services as outlined, 2) express the agencies willingness to enter into an agreement and master lease under the terms and conditions outlined by this application and sample master lease, 3) include a brief summary of the applicant's qualifications, and 4) identify a single point of contact for the duration of the application review process.
- **Project Summary.** The applicant must provide a project summary
- **PART I Applicant Team, Capacity and Experience.** Applicants must complete the Applicant Form included in this application, describe experience relevant to project. **Attachment 1.** Provide proof of 501 (c) 3 status and resumes or proof of experience in property management, HQS inspections, and previous work with a homeless population in a housing capacity.
- **PART II Financial Viability.** Applicant must demonstrate financial viability. Provide an agency budget, agency financials including most recent audited financials and a simple pro-forma of affordable rental project operating budget and 20- year cash flow projection. If currently renting units, please provide occupancy rates and average length of tenancy. **Attachment 2.**
- **PART III Programs and Services - Partnership Agreements.** Describe agency programs and services that would be available to residents. **Attachment 3** Provide copies of MOUS or Agreements with any providers that may be assisting with resident programs or services.
- **PART IV Past Performance.** Describe in detail past performance with regards to affordable rental housing, multi-family or scattered-site, with local, state or Federal affordable housing funds including occupancy rates and outcomes that demonstrate income increases and housing stability.
- **PART V Adherence to Housing First, Low Barrier Approach.** Describe how the applicant will implement the property management of NSP Affordable Rental Units in line with the Housing First approach, and limit restrictive criteria which can create a barrier to housing stability.
- **PART VI Affirmative Marketing.** Provide an overview of the applicant's affirmative marketing plan, which must include tenant selection procedures that ensures prospective tenants are not discriminated against due to their race, religion, national origin, familial status, or disability, in accordance with HUD regulations and the Fair Housing Act, as amended.
- **PART VII Applicant Certification.** Provide signed acknowledgement that all statements in this application are truthful and accurate and applicant is agrees to follow all local, State and Federal reporting, rules and/or regulations that may apply based on funding sources. Applicant must execute the notarized Applicant Certification form- **Attachment 4.**

# NSP AFFORDABLE RENTAL HOUSING APPLICATION CHECKLIST

**Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

A complete Application will include the following items and must be presented in the following sequence:

\_\_\_\_\_ Application Checklist (signed at the bottom, with initials beside each item)

\_\_\_\_\_ Cover Letter

\_\_\_\_\_ Project Summary

\_\_\_\_\_ Part I Applicant Information (Attachment 1)

\_\_\_\_\_ Part II – Financial Viability (Attachment 2)

\_\_\_\_\_ Part III – Programs and Services (Attachment 3)

\_\_\_\_\_ Part IV – Past Performance

\_\_\_\_\_ Part V – Adherence to Housing First, Low Barrier Approach

\_\_\_\_\_ Part VI – Affirmative Marketing

\_\_\_\_\_ Part VII – Applicant Certification (Attachment 4)

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Submitting Official Title

## ATTACHMENT 1- APPLICANT INFORMATION

### APPLICANT NAME AND ADDRESS

|  |        |      |
|--|--------|------|
| Name:                                    |        |      |
| Address:                                 |        |      |
| City:                                    | State: | Zip: |
| Federal Employer Identification Number*: |        |      |

### CONTACT INFORMATION

|                            |        |
|----------------------------|--------|
| Name:                      | Title: |
| Phone:                     | Fax:   |
| E-Mail:                    |        |
| Relationship to Applicant: |        |

1. Is applicant a legally formed entity qualified to do business in the State of Florida as of the application deadline?

Yes       No

2. Is applicant applying as a non-profit entity?

Yes       No

If "YES", the Applicant must respond to (a) and (b) below. If "NO", skip (a) and (b) below.

(a) Is the Applicant a 501(c)(3) or 501(c)(4) Non-Profit entity or is the Applicant or one of its general partners a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

Yes       No

(b) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member's interest in the Applicant?

Yes       No

If "YES", state the percentage owned in the general partnership or managing member interest: \_\_\_\_\_ %

(iii) Provide the description / explanation of the role of the Non-Profit entity below.



|  |
|--|
|  |
|--|

(iv) Provide the names and addresses of the members of the governing board of the Non-Profit entity below.

|  |
|--|
|  |
|--|

(v) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(b), Internal Revenue Code?

Yes       No

If "YES", state the name of the for-profit entity:

\_\_\_\_\_

### RENTAL MANAGEMENT ENTITY (if applicable)

|  |              |        |
|--|--------------|--------|
| Name:  |              |        |
| Address:   |              |        |
| City:  | State:       | Zip:   |
| Contact Person:                                      | Phone #:     | Fax #: |
| Years of rental management experience:               |              |        |
| Total number of projects currently under management: | Total Units: |        |

### ATTORNEY AND FIRM (if applicable)

|  |          |        |
|--|----------|--------|
| Name:  |          |        |
| Address:   |          |        |
| City:  | State:   | Zip:   |
| Contact Person:  | Phone #: | Fax #: |
| Provide a summary of experience for the Attorney, including a chart of prior developments: |          |        |

### ACCOUNTANT AND FIRM

|  |          |        |
|--|----------|--------|
| Name:  |          |        |
| Address:   |          |        |
| City:  | State:   | Zip:   |
| Contact Person:  | Phone #: | Fax #: |
| Provide a summary of experience for the Accountant, including a chart of prior developments: |          |        |

**SERVICE PROVIDER (if applicable)**

|  |          |        |
|--|----------|--------|
| Name:  |          |        |
| Address:   |          |        |
| City:  | State:   | Zip:   |
| Contact Person:  | Phone #: | Fax #: |
| Provide a summary of experience for the Service Provider, including a chart of prior developments: |          |        |

**ATTACHMENT 2- SAMPLE PRO-FORMA AND 20 YEAR CASH FLOW**

## Operating

Project Name **Sample Project Name**  
 Address: **Sample Project Address**

Green Cells are User Input  
 White Cells are Automatically Calculated

Tot NSP Units Serving Households below 50% AMI: 0

### Income:

| Rent:                          | # Units | Monthly Rent | Annual Rent |
|--------------------------------|---------|--------------|-------------|
| Efficiency                     | 0       | \$ 551       | \$ -        |
| One Bedroom                    | 0       | \$ 597       | \$ -        |
| Two Bedroom                    | 0       | \$ 712       | \$ -        |
| Three Bedroom                  | 0       | \$ 947       | \$ -        |
| Total Units                    | 0       |              |             |
| <b>Gross Rent</b>              |         |              | \$ -        |
| Less:                          |         |              |             |
| Vacancy                        |         | 5.0%         | \$ -        |
| Bad Debt                       |         | 2.0%         | \$ -        |
| <b>Gross Effective Income:</b> |         |              | \$ -        |

### Expenses:

| Administrative                      | Annual | Average Per Unit |
|-------------------------------------|--------|------------------|
| Advertising & Marketing             |        | #DIV/0!          |
| Mgmt Fee (% of collections)         | \$ -   | #DIV/0!          |
| Administrative                      |        | #DIV/0!          |
| Legal                               |        | #DIV/0!          |
| Accounting                          |        | #DIV/0!          |
| Office Supplies                     |        | #DIV/0!          |
| Credit Checks                       |        | #DIV/0!          |
| Leasing Fees                        |        | #DIV/0!          |
| Other                               |        | #DIV/0!          |
| <b>Total Administrative:</b>        | \$ -   | #DIV/0!          |
| <b>Payroll</b>                      |        |                  |
| Administrative Payroll              |        | #DIV/0!          |
| Maintenance Payroll                 |        | #DIV/0!          |
| Fringe                              | \$ -   | #DIV/0!          |
| Payroll Taxes                       | \$ -   | #DIV/0!          |
| <b>Total Payroll:</b>               | \$ -   | #DIV/0!          |
| <b>Maintenance</b>                  |        |                  |
| Decorating (unit make ready)        |        | #DIV/0!          |
| Repairs                             |        | #DIV/0!          |
| Security                            | \$ -   | #DIV/0!          |
| Grounds (landscaping, snow removal) | \$ -   | #DIV/0!          |
| Building supplies                   |        | #DIV/0!          |
| Service contracts (HVAC)            |        | #DIV/0!          |
| Other                               | \$ -   | #DIV/0!          |
| <b>Total Maintenance:</b>           | \$ -   | #DIV/0!          |
| <b>Operating:</b>                   |        |                  |
| Fuel (heating & hot water)          | \$ -   | #DIV/0!          |
| Electric                            | \$ -   | #DIV/0!          |
| Water/Sewer                         |        | #DIV/0!          |

Sample Pro Forma Single Family Rentals

|   |    |   |         |
|---|----|---|---------|
| Trash removal                           | \$ | - | #DIV/0! |
| Janitorial                              | \$ | - | #DIV/0! |
| Exterminating                           |    |   | #DIV/0! |
| Telephone                               | \$ | - | #DIV/0! |
| Other                                   | \$ | - | #DIV/0! |
| <b>Total Operating Costs:</b>           | \$ | - | #DIV/0! |
| <b>Taxes &amp; Insurance:</b>           |    |   |         |
| Real Estate Taxes                       | \$ | - | #DIV/0! |
| Insurance                               | \$ | - | #DIV/0! |
| Other Taxes, Licenses, Fees             | \$ | - | #DIV/0! |
| <b>Total Taxes:</b>                     | \$ | - | #DIV/0! |
| <b>Total Annual Operating Expenses:</b> | \$ | - | #DIV/0! |

|  |    |   |         |
|--|----|---|---------|
| <b>NOI Before Reserves &amp; Debt Svc:</b> | \$ | - | #DIV/0! |
|--|----|---|---------|

**Reserves:**

|                                    | Per Unit | Annual         |         |
|------------------------------------|----------|----------------|---------|
| Replacement Reserve                |          | \$ -           | #DIV/0! |
| Operating Reserve                  |          | \$ -           | #DIV/0! |
| Cashflow Before Debt Service:      |          | \$ -           | #DIV/0! |
| Debt Service (See Terms Below)     |          | #DIV/0!        | #DIV/0! |
| <b>Cashflow After Debt Service</b> |          | <b>#DIV/0!</b> | #DIV/0! |

**Supportable Debt Service Calculation:**

|   |  |
|---|--|
| Required Debt Service Coverage (Ratio): |  |
| Loan Amortization Period (in years)     |  |
| Interest Rate                           |  |

|   |                |         |
|---|----------------|---------|
| <b>Supportable Debt on Terms Above:</b> | <b>#DIV/0!</b> | #DIV/0! |
|---|----------------|---------|

(This figure ties to the Development Budget/Sources & Uses)



**ATTACHMENT 3- PARTNERSHIP AGREEMENTS/ MEMORANDUM  
OF UNDERSTANDINGS**

## ATTACHMENT 4- APPLICANT CERTIFICATION

I have carefully examined the Notice of Funding Availability and any other documents accompanying or made a part of this Application for Funding.

I agree to abide by all conditions of this Notice of Funding Availability.

I agree to submit all additional information and updates to the application if the proposed project is considered for award of funding by Seminole County.

I certify that all information contained in this Application for Funding is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Application on behalf of the Development Team as its act and deed and that the Development Team is ready, willing and able to perform if awarded the Contract.

I further certify, under oath, that this Application for Funding is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an Application for the same product or service; that no officer, employee or agent of Seminole County or of any other Applicant is interested in said Application; and that the undersigned executed this Applicant Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Mailing Address  
City  
State, Zip Code  
Telephone Number

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ who is \_\_\_ personally known to me or \_\_\_ who have produced \_\_\_\_\_ as identification.

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