

**SEMINOLE COUNTY EMERGENCY SOLUTIONS GRANTS PROGRAM  
OPENING DOORS INITIATIVE PROGRAM AGREEMENT  
BETWEEN SEMINOLE COUNTY AND LANDLORD**

**THIS AGREEMENT** is 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 “COUNTY”; and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as “LANDLORD”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY has received Emergency Solutions Grants (ESG) Program funds from the United States Department of Housing and Urban Development (“HUD”) and administered through the Emergency Solutions Grants (ESG) Program (24 CFR Part 576), as amended; and

**WHEREAS**, COUNTY has agreed to use ESG Program funds to assist income-qualified households with short-term and medium-term rental assistance and/or security deposit assistance under the Emergency Solution Grant and the Rapid Re-Housing (RRH) Program authorized by 24 CFR Part 576.104; and

**WHEREAS**, LANDLORD has rental housing units available that have been determined by COUNTY to be suitable for participation in the ESG-RRH Program and has expressed its intent to be an ESG-RRH Program participant landlord by entering into a lease agreement with Tenant and taking into account the terms and conditions of this Agreement,

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

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

**Section 2. Definitions.**

- (a) “CFR” means the United States Code of Federal Regulations.
- (b) “CS Administrator” means the Seminole County Community Services Department Director or the Community Development Division Manager acting through and on behalf of the Director.
- (c) “COUNTY Approval” means written approval by the CS Administrator.
- (d) “ESG Program” means the Emergency Solutions Grants Program as authorized by subtitle B of Title IV of the McKinney – Vento Homelessness Assistance Act (42 U.S.C. Sections 11371-11378, et seq.).
- (e) “Extremely Low Income” means gross household income that does not exceed thirty percent (30%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.
- (f) “Fair Market Rent” means rent ceilings for HUD-funded programs that provide rental assistance, which it publishes annually.
- (g) “Lease” means that certain lease between LANDLORD and Tenant which is the subject of ESG-RRH Program funding hereunder.
- (h) “Literally Homeless” means an eligible individual or family that meets the criteria under paragraph (1) of the ‘homeless’ definition in 24 CFR Part 576.2.

(i) "Tenant" means \_\_\_\_\_.  
(Tenant Name)

(j) "Rapid Re- Housing Program" means that program for rental assistance and security deposit payment assistance on behalf of Extremely Low and Very Low Income households and certain preferences described in 24 CFR Parts 576.2, 576.100 and 576.104 and in Exhibit A-1 hereto.

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

### **Section 3. Tenant Eligibility.**

(a) TENANT who is the subject of ESG-RRH Program assistance pursuant to this Agreement, shall be: (i) "Literally Homeless" and (ii) Extremely Low or Very Low Income.

(b) TENANT's continued eligibility for ESG-RRH Program assistance shall be further conditioned upon his or her active cooperation in the individualized case management plan developed and supervised by COUNTY or County's agent.

(c) Payment of the ESG-RRH Program subsidy on behalf of TENANT are conditioned upon Landlord's and Tenant's provision to COUNTY of an ESG-RRH Rental Assistance Program Request for Unit Approval, attached hereto as Exhibit B.

### **Section 4. Scope of Services.**

(a) COUNTY shall provide deposit and monthly rent assistance to Tenant in an amount up to but not exceeding the amount listed on the lease agreement. Unless otherwise agreed to by amendment to this Agreement, such payments shall be made directly by COUNTY to LANDLORD on behalf of Tenant. No payments shall be made by COUNTY for rent or deposit obligations incurred by Tenant which become payable after the termination date of this Agreement, the Lease or any renewal or extension thereof. Changes in the amount of ESG-RRH

Program rent or deposit subsidy shall not be increased beyond the amounts stated herein without a formal amendment to this Agreement. However, the amount may be reduced if a review of Tenant's income eligibility reveals a higher gross household income than was reported at the time of inception of this Agreement but Tenant is still within the definition of Extremely or Very Low Income.

(b) Approved deposit subsidy payments shall be made directly payable to LANDLORD from COUNTY's allocated ESG-RRH Program funds at the time a binding Lease is executed between LANDLORD and Tenant. Section 83.49, Florida Statutes, shall apply to all deposits whether funded from ESG-RRH Program funds or Tenant's own funds. Any security deposit funded from ESG- RRH Program funds, which is eligible for disbursement by Landlord, pursuant to the terms of the Lease agreement, shall be remitted to COUNTY. Tenant shall not be entitled to keep any security deposit paid from ESG-RRH Program funds.

(c) COUNTY shall make ESG-RRH Program rent subsidy payments on behalf of Tenant directly to LANDLORD on a monthly basis no later than the 5<sup>th</sup> day of each month during the term of the Lease for the then current rent due for that month. Tenant shall not be deemed delinquent for the ESG-RRH Program portion of said rent.

(d) LANDLORD's entitlement to direct payment of the ESG-RRH Program subsidy on behalf of Tenant shall be further conditioned upon LANDLORD and Tenant's provision to COUNTY of an ESG-RRH Rental Assistance Program Request for Unit Approval form.

**Section 5. Term of Agreement.** The term of this Agreement shall begin on \_\_\_\_\_, 20\_\_\_\_ (the first day of the Lease) and end no later than \_\_\_\_\_, 20\_\_\_\_ (the last day of the Lease). This Agreement automatically terminates on the last day of the term of the Lease.

**Section 6. Rent Reasonableness.** LANDLORD agrees the contract rent for a housing unit leased to Tenant shall not exceed one hundred percent (100%) of the current Fair Market Rent for the corresponding bedroom size, as published by HUD, less the appropriate and effective utility allowance. Neither LANDLORD nor COUNTY shall apply any ESG-RRH Program assistance paid on behalf of Tenant towards the special purposes of HUD's Section 8 Program to the extent that such alternative funding becomes available to either party.

**Section 7. Adherence to ESG-RRH Program Plan, Habitability Standards and HUD Policies.**

(a) LANDLORD shall perform or otherwise strictly adhere to all express or implied conditions of COUNTY's ESG-RRH Program and case management procedures, as amended, Habitability Standards, attached hereto as Exhibit A-2 and ESG-RRH Program Conflict of Interest Policy, attached hereto as Exhibit A-3.

(b) LANDLORD agrees to allow COUNTY to randomly inspect the housing unit in order to ascertain compliance with HUD's Habitability Standards. COUNTY shall provide not less than forty-eight (48) hours notice to LANDLORD of its intent to inspect the rental property.

**Section 8. Lease Agreement.**

(a) In the event Tenant is absent from the leased premises for longer than two (2) weeks without notice to LANDLORD, abandons the premises for any reason or is found to be in substantial violation of the Lease, LANDLORD shall promptly notify COUNTY of same so that a prompt determination of Tenant's continued ESG-RRH Program eligibility can be performed.

(b) LANDLORD's conduct, as well as the Lease terms, shall fully comply with all provisions of Chapter 83, Part II, Florida Statutes (Residential Tenancies) and 24 CFR, Part 576.

(c) LANDLORD may not terminate the tenancy or refuse to renew the Lease except for: (i) serious or repeated violation of the terms and conditions of the Lease; (ii) violation of

applicable Federal, State or local law; (iii) completion of the tenancy period for transitional housing eligible for ESG-RRH Program funding; or (iv) other good cause as stated in this Agreement. To terminate or refuse to renew tenancy, LANDLORD must serve written notice upon Tenant and COUNTY specifying the grounds for the action at least thirty (30) days before the termination of the tenancy.

**Section 9. Compliance with Federal, State and Local Laws and Regulations.** During the execution and implementation of this Agreement, LANDLORD shall comply with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to the following:

- (a) 24 CFR Part 576 relating to rapid re-housing and ESG-RRH Program in particular;
- (b) Chapter 83, Part II, Florida Statutes – “Residential Tenancies”;
- (c) Chapter 112, Part III, Florida Statutes – “Code of Ethics for Public Officers and Employees”. LANDLORD shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its officers, directors or employees pursuant to said statutes;
- (d) Chapter 119, Florida Statutes – “Public Records”;
- (e) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY; and
- (f) COUNTY’s Local Relocation and Anti-displacement Policy (the “Policy”) as it relates to performance under this Agreement. Should circumstances necessitate, as determined by applicable Federal regulations, particularly as to compliance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (“URA”), LANDLORD shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement and administer the Policy and URA pursuant to this Agreement. The parties agree that, should the

aforementioned occur, COUNTY may, at its sole option, use ESG-RRH Program funds otherwise payable on behalf of Tenant to pay for relocation and displacement costs.

**Section 10. Insurance.** LANDLORD shall ensure that its own property and general liability insurance coverage or self-insurance program and the insurance coverage of its contracted agents, property manager(s) or other vendors is adequate and sufficient for the activities performed pursuant to this Agreement. LANDLORD shall ensure that the insurance requirements imposed on all vendors, contractors and agents conform to and comply with this Agreement and applicable Federal, State and local regulations.

**Section 11. Management Assistance.** The CS Administrator shall be reasonably available to LANDLORD to provide guidance on applicable HUD ESG-RRH Program regulations; provided, however, that this provision shall not be construed as giving legal advice to LANDLORD or relieving LANDLORD from any duties or obligations set forth herein in the absence of such guidance.

**Section 12. Maintenance of Records.**

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

(b) LANDLORD shall maintain such records, accounts and property and personnel records as deemed necessary by Florida law and COUNTY or otherwise typical in sound business practices to assure proper accounting of ESG-RRH Program funds and compliance with this Agreement. The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to LANDLORD for the provision of rental assistance and supporting documentation for these payments, including dates of occupancy by program participants.

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

(1) Rents and security deposits paid to LANDLORD on behalf of Tenant;

(2) Items purchased and paid for from ESG funds through standard procedures adopted by LANDLORD as well as related invoices and copies of canceled checks; and

(3) Agreements, including the Lease itself, billings and copies of canceled checks.

(d) All records of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. COUNTY shall have the right to obtain and inspect any audit pertaining to this Agreement made by any Federal, State or local agency. LANDLORD shall retain records and supporting documentation related to this Agreement for a minimum of five (5) full fiscal years after resolution of the final audit and in accordance with Florida law; provided, however, that if litigation ensues from any matter arising pursuant to this Agreement or the Lease, such records shall be maintained until the litigation is concluded, even if longer than five (5) full fiscal years.

**Section 13. Certification Regarding Lobbying.** LANDLORD certifies by its signature hereunder, 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 an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement and the extension,



continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.

(b) If any funds other than ESG-RRH Program funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, LANDLORD shall promptly prepare and submit Federal OMB form SF-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

**Section 14. Liability.** COUNTY shall not be liable to any person, firm, entity or corporation who contracts with or who provides goods or services to LANDLORD in connection with the subject matter of this Agreement or for debts or claims accruing to such parties against LANDLORD. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm or corporation as a result of the anticipated receipt of ESG-RRH Program funding from COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant. Nothing in this Agreement or in this Section shall be construed as constituting a waiver of or the limitations of damages for torts conferred on COUNTY by said statute or COUNTY's remaining sovereign immunity.

**Section 15. Indemnification.**

(a) LANDLORD shall defend, hold harmless and indemnify COUNTY, its officers, boards, employees and agents 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 loss of any monies paid to LANDLORD on behalf of Tenant or whomsoever resulting out of fraud, defalcation, dishonesty or failure of LANDLORD to

comply with applicable laws, rules or regulations; or by reason or as a result of any act or omission of LANDLORD in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by insurance required hereunder; or by failure to pay ESG-RRH Program rent or deposit subsidies resulting from financial shortfalls caused by LANDLORD or Tenant's failure to supply required reports to COUNTY; financial shortfalls caused by the United States government or HUD's failure to appropriate sufficient ESG-RRH Program funding for continued performance under this Agreement; or as may otherwise result in a judgment for damages from any intentional or negligence torts on the part of LANDLORD; or as may result in any way or instance whatsoever.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, COUNTY shall provide notice in writing thereof to LANDLORD by certified mail, return receipt requested, addressed to LANDLORD at its address herein provided. Upon receiving notice, LANDLORD, at its own expense, shall diligently defend against the action, suit or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against COUNTY.

(c) Nothing herein shall prevent COUNTY from retaining or using its own counsel if it concludes that such is essential to maintain its defense or if LANDLORD's counsel is unable to represent COUNTY's interests due to ethical conflicts. In such circumstances, LANDLORD shall continue to absorb those costs at its own expense.

(d) This Section shall survive expiration of this Agreement.

**Section 16. Notice.** Whenever a required notice or report is to be given by any party to this Agreement it shall be sent by United States Mail to the other parties as shown below:

**For COUNTY:**

Community Development Division Manager  
Community Services Department  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

**For LANDLORD:**

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

A party may change, by written notice as provided herein, 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 to the point of contact person(s) shall be attached to each party's copies of this Agreement.

**Section 17. Assignment and Disclaimer of Third Party Beneficiaries.** No party hereto may assign this Agreement to any other party without the consent of the others. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party.

**Section 18. Modification or Amendment to Agreement.** No modification, amendment or alteration in the terms or conditions contained herein or the several Exhibits hereto shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 19. Equal Opportunity Employment.** LANDLORD agrees that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 20. Alternative Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY 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 within the dispute resolution procedures set forth in Section 3.5540, “Contract Claims”, Seminole County Administrative Code.

(b) The parties agree that they 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 they 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 shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

(d) The venue for any lawsuit shall be the Circuit Court for the 18<sup>th</sup> Judicial Circuit in and for Seminole County as to State law causes of action and the United States District Court, Middle District of Florida, Orlando Division as to Federal causes of action.

(e) Nothing in this Section shall be interpreted or applied in a manner that conflicts with Chapter 83, Part II, Florida Statutes, “Residential Tenancies”.

**Section 21. Termination, Breach and Remedies.**

(a) LANDLORD may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to COUNTY by certified mail with a return receipt requested or by hand delivery with proof of delivery. Good cause shall mean the cessation of Tenant’s eligibility for ESG-RRH Program benefits, Tenant’s default under the Lease and/or this Agreement, abandonment of the rental property or the subject rental property being destroyed or otherwise rendered uninhabitable through no fault of LANDLORD.

(b) COUNTY may terminate this Agreement with or without good cause immediately upon written notice sent to LANDLORD. Good cause shall include the same circumstances as described in subsection (a), above; the United States Government’s discontinuance of funding for the ESG-RHH Program for any reason; or Tenant’s violations of the terms of Exhibit C hereto (Reasons for Termination).

(c) In the event of termination, LANDLORD shall:

(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 Lease term without reimbursement 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 ESG-RRH Program funds to COUNTY that may be in LANDLORD’s possession; and

(4) desist from making any further commitments of COUNTY ESG-RRH Program funds.

(d) In the event of termination, COUNTY shall pay all ESG-RRH Program rent or deposit payments due for Tenant's occupancy of the rental property up through the date of termination.

(e) The following actions shall constitute a breach of this Agreement and default by LANDLORD:

- (1) unauthorized or improper use of ESG-RRH Program funds;
- (2) failure to comply with any requirements of this Agreement, the Lease and any Federal or State law, regulation or local ordinance;
- (3) unauthorized changes in the scope, components or costs of the residential tenancy including allowance of occupancy by non income qualified persons;
- (4) submission of negligently or fraudulently prepared payment requests, change orders, documents, invoices or reports to COUNTY;
- (5) unauthorized sale, rental, subleasing or conveyance of possession of the subject rental unit(s) to persons other than COUNTY approved and income-qualified applicants;
- (6) actual or attempted procurement of disguised or disallowed ESG-RRH Program payments beyond that expressly allowed by this Agreement; and
- (7) the initiation of voluntary or involuntary bankruptcy proceedings or the commencement of any proceedings for the assignment of assets for the benefit of creditors pursuant to Chapter 727, Florida Statutes.

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

(g) In the event LANDLORD breaches this Agreement, COUNTY shall have the immediate right to withhold future payments and to terminate this Agreement. COUNTY may also send a written demand for refund of all monies previously paid to LANDLORD for any ESG-RRH Program subsidized residential tenancy that is the subject of a default hereunder. If said demand is not satisfied, COUNTY may record said written demand in the Official Records of Seminole County and it shall constitute a claim of lien upon all real and personal property of LANDLORD.

(h) COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement, obtain injunctive relief or recover damages in the event of a breach by LANDLORD.

**Section 22. Severability.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid by a forum of competent jurisdiction, then such covenants or provisions shall be null and void; shall be deemed severable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

**Section 23. Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement.

**Section 24. Incorporation of Exhibits.** All Exhibits attached to this Agreement are hereby incorporated into the body of this Agreement by reference and are to be considered an integral part thereof.

**Section 25. Miscellaneous.**

(a) The parties represent to each other that they have performed all things necessary as conditions precedent to entry into this Agreement and that the persons whose names appear below have the full right, power and authority to execute this Agreement.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida.

(c) The regulations in 24 CFR Part 576 shall be deemed controlling for all matters under this Agreement.

(d) This Agreement shall not be construed in favor of one party and against another party by virtue of the fact it was prepared by counsel for one of the parties. All parties acknowledge that they had ample chance to review the covenants hereof and that they had opportunity to consult with their own counsel prior to entering into this Agreement.

(e) All Sections and descriptive headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(f) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties; but this provision shall in no way alter the restrictions hereon in connection with assignment.

(g) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting LANDLORD, including its officers, employees or agents as being the agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. LANDLORD is now and shall remain independent contractors with respect to COUNTY as to all matters under this Agreement.



**Section 26. Effective Date.** This Agreement shall become effective on the first day of the Lease, regardless of the date of its execution by the parties.

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

LANDLORD

\_\_\_\_\_  
Witness

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

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

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

\_\_\_\_\_  
Witness

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

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

*[The balance of this page is left intentionally blank.  
Signatures and attestations continued on following page.]*

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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

VALMARIE TURNER, Director  
Seminole County Community Services Department

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

OSdF  
12/26/13  
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Attachments:

- Exhibit A-1 –ESG-RRH Policy and Procedures
- Exhibit A-2 – Housing Habitability Standards
- Exhibit A-3 –Conflict of Interest Policy
- Exhibit B – ESG-RRH Program Request for Unit Approval Form
- Exhibit C – Reasons for Termination

**EXHIBIT A-1**  
**ESG POLICY AND PROCEDURES**

**EXHIBIT A-2**

**HOUSING HABITABILITY STANDARDS**

## EXHIBIT A-3

### CONFLICT OF INTEREST POLICY

***Applicability:***

In the procurement of property and services by Seminole County and its ESG-RR Program subrecipients (whether private, for-profit, nonprofit, or Community Housing Development Organization [CHDO]), the conflict of interest provisions in 24 CFR 85.36, 24 CFR 84.42, and 24 CFR 92.356, respectively, apply. In all situations not governed by those provisions, the provisions of this Policy apply.

Where more strict or complimentary provisions are imposed by Part III, Chapter 112, Florida Statutes (Code of Ethics for Public Officers and Employees), which are not inconsistent with the above cited regulations, such state statutes shall also be deemed controlling on all persons covered by this Policy. ***Covered Persons:***

The conflict of interest provisions of this Policy apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of Seminole County or any of its subrecipients that receive ESG Program funds.

***Conflicts Prohibited:***

No person or persons described in the previous paragraph who exercise or have exercised any functions, duties, or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain any financial interest or benefit from a ESG-RRH assisted activity or project, or have any interest in any agreement, contract, or subcontract involving Seminole County's ESG Program or ESG-RRH funding, or any proceeds there under, either for themselves or those with whom they have family (including domestic partners) or business ties, during their tenure or for one year thereafter.

Covered Persons shall avoid perceived as well as actual conflicts of interest. If any Covered Person believes that he or she is faced with an actual or potential conflict, that person shall immediately report it to the Community Services Director and provide a reasonably detailed memorandum of the facts and circumstances that the Covered Person believes may be an ethical conflict. In any circumstances where the Community Services Director is in doubt as to any potential conflict, he or she will seek an opinion from the County Attorney's Office and if subsequently determined to be necessary, from the Florida Commission on Ethics and/or the U.S. Department of Housing and Urban Development. Such request for opinion shall be submitted through the Community Services Director. The Covered Person shall have no further involvement with functions, responsibilities and decision making processes relative to the ESG-RRH program transaction(s) that gave rise to the question unless and until the requested legal opinion finds that no such conflict exists.

***Exceptions:***

Upon the written request of any of the persons described above, Seminole County will contact the U.S. Department of Housing & Urban Development (HUD) to seek an exception to the above paragraph. Such exceptions will be considered on a case-by-case basis when Seminole County, based upon HUD's approval, determines that the exception will serve to further the purposes of Seminole County's ESG Program and the effective and efficient administration and/or implementation of any particular ESG-RRH assisted activity or project.

Before any request for an exception is submitted to HUD, the County must obtain an opinion from the Seminole County Attorney's Office that the interest for which the exception is requested would not violate State or local law. An exception will be requested from HUD only if

the requestor has provided a full disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict, and a full description of how the public disclosure was made.

In seeking an exception from HUD, and before consulting its County Attorney's Office as described above, Seminole County will consider the cumulative effect of the following factors, as applicable:

- Whether the proposed exception would provide a significant cost benefit or a substantial or essential degree of expertise to the ESG-RRH Program, the activity, or the project which would otherwise not be available;
- Whether the person or persons affected is a member of a group or class of low income persons intended to be the beneficiaries of the ESG-RRH assisted activity, and the exception will permit such person or persons to receive generally the same interests or benefits as is made available or provided to the group or class generally;
- Whether the affected person or persons have withdrawn from functions or responsibilities, or from the decision-making process with respect to the specific ESG-RRH assisted activity or project, and any relevant agreements, contracts, or subcontracts, in question;
- Whether the interest or benefit was present before the affected person or persons were in a position as described above;
- Whether undue hardship will result either to Seminole County or the person or persons affected when weighed against the public interest served by avoiding the prohibited conflict; and
- Any other relevant considerations.



**EXHIBIT B**

**ESG-RRH PROGRAM REQUEST FOR UNIT APPROVAL**

<b>TENANT NAME &amp; APPLICATION NO.:</b>	<b>LANDLORD NAME:</b>	<b>NO. OF BEDROOMS:</b>
<b>UNIT NO. &amp; ADDRESS:</b>	<b>LANDLORD'S ADDRESS:</b>	
	<b>TELEPHONE NO.:</b>	

**INSTRUCTIONS:**

This form should be completed by the TENANT and the LANDLORD to request the COUNTY's approval of the unit for which the TENANT has elected to receive rental assistance.

**LANDLORD:** Please read the attached Agreement and information about Housing Quality Standards provided in Exhibit A-2 to said Agreement. After the TENANT submits this request to COUNTY, a staff member will contact you to arrange for an inspection. The COUNTY is not responsible for any part of the rent prior to unit approval and execution of the three way agreement between LANDLORD, TENANT and COUNTY. Please attach a copy of your proposed Lease to this form.

**TENANT:** With the LANDLORD, fill out this form completely and return it to: \_\_\_\_\_ . Do not sign a lease until the COUNTY has inspected and approved the unit.

- (1) TYPE OF UNIT:       Single Family                       2-to-4 Unit  
                                   Garden/Walk up                       Elevator/High Rise  
                                   Mobile Home                              Date Constructed: \_\_\_\_\_

(2) Most recent rent charged: \_\_\_\_\_

Were the same utilities/appliances included in the rent:       Yes               No

(3) <u>Utilities and Appliances</u>	<u>Provided by LANDLORD</u>	<u>Provided by TENANT</u>
Heating (fuel type : _____)	<input type="checkbox"/>	<input type="checkbox"/>
Cooking (fuel type : _____)	<input type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input type="checkbox"/>
Hot Water (fuel type : _____)	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>
Range	<input type="checkbox"/>	<input type="checkbox"/>
Trash Collection	<input type="checkbox"/>	<input type="checkbox"/>

**LANDLORD CERTIFICATION:** By executing this request, LANDLORD certifies that: (1) the information provided on the form is accurate and true; (2) the proposed unit is not assisted or covered by any other federally funded rental subsidy contract; (3) the unit currently meets Housing Quality Standards (or will be brought to HQS standard before the LEASE is executed; and (4) this unit is made available, managed, and operated regardless of race, color, creed, religion, sex, national origin, handicap, or familial status.

TENANT NAME (Type or Print):	LANDLORD NAME (Type or Print):
SIGNATURE/DATE	SIGNATURE/DATE

**SEMINOLE COUNTY EMERGENCY SOLUTIONS GRANTS PROGRAM  
OPENING DOORS INITIATIVE PROGRAM AGREEMENT  
BETWEEN SEMINOLE COUNTY AND TENANT**

**THIS AGREEMENT** is 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 “**COUNTY**”, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as “**TENANT**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY has received funds for the Emergency Solutions Grant - Rapid Re-Housing (ESG-RRH) Program from the United States Department of Housing and Urban Development (“HUD”) and administered through the ESG-RRH Program (24 CFR Part 576), as amended; and



**WHEREAS**, COUNTY has agreed to use ESG-RRH Program funds to assist qualified households with short-term and medium-term rental assistance and/or security deposit assistance; and

**WHEREAS**, TENANT has met the qualifications for the ESG-RRH Program, based upon gross household income, program preferences and availability of funds and desires to obtain such assistance under the terms of this Agreement,

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



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


**Section 2. Definitions.**

(a) “CFR” means the United States Code of Federal Regulations.

(b) “CS Administrator” means the Seminole County Community Services Department Director or the Community Development Division Manager acting through and on behalf of the Director.

(c) “COUNTY Approval” means written approval by the CS Administrator.

(d) “ESG Program” means the Emergency Solutions Grants, as authorized by subtitle IV of the McKinney-Vento Homelessness Assistance Act (42 U.S.C. 11371-11378).

(e) “Extremely Low Income” means gross household income that does not exceed thirty percent (30%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement 

(f) “Fair Market Rent” means rent ceilings for HUD-funded programs that provide rental assistance, which it publishes annually.

(g) “Lease” means that certain lease between Landlord and TENANT which is the subject of ESG-RRH Program funding hereunder.

(h) “Literally Homeless” means eligible individual or family must meet the criteria under paragraph (1) of the ‘homeless’ definition in 24 CFR Part 576.2.

(i) “Rapid Re-Housing or RRH” means that program for rental assistance and security deposit payment assistance on behalf of Extremely Low and Very Low Income households and certain preferences described in 24 CFR Part 576.

(j) “Very Low Income” means gross household income that does not exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

**Section 3. TENANT Eligibility.**

(a) TENANT, who is the subject of ESG-RRH Program assistance pursuant to this Agreement, shall be: (i) “Literally Homeless” and (ii) Extremely Low or Very Low Income.

(b) TENANT’s continued eligibility for ESG-RRH Program assistance shall be further conditioned upon his or her active cooperation in the individualized case management plan developed and supervised by COUNTY or County’s agent.

(c) Payment of the ESG-RRH Program subsidy on behalf of TENANT are conditioned upon Landlord and Tenant’s provision to COUNTY of an ESG-RRH Rental Assistance Program Request for Unit Approval.



**Section 4. Scope of Services.**

COUNTY shall provide deposit assistance to TENANT in an amount up to but not exceeding the amount listed on the lease agreement. COUNTY shall provide monthly rent assistance payments on behalf of TENANT in the amount listed on the Lease agreement minus thirty percent (30%) of TENANT’s income. Unless otherwise agreed to by amendment to this Agreement, such payments shall be made directly by COUNTY to Landlord on behalf of TENANT. Every TENANT must pay up to thirty percent (30%) of their income for rent. No payments shall be made by COUNTY for rent or deposit obligations incurred by TENANT which become payable after the termination date of this Agreement, the Lease or any renewal or extension thereof. Changes in the amount of ESG-RRH Program rent or deposit subsidy shall not be increased beyond the amounts stated herein without a formal amendment to this

Agreement. However, the amount may be reduced if a review of TENANT's income eligibility reveals a higher gross household income, than was reported at the time of inception of this Agreement, but TENANT is still within the definition of Extremely or Very Low Income. Any security deposit funded from ESG-RRH Program funds, which is eligible for disbursement by the Landlord pursuant to the terms of the Lease Agreement, shall be remitted to COUNTY. TENANT shall not be entitled to keep any security deposit paid from ESG-RRH Program funds.

**Section 5. Term of Agreement. Section 5. Term of Agreement.** The term of this Agreement shall begin on \_\_\_\_\_, 20\_\_\_\_ (the first day of the Lease) and end no later than \_\_\_\_\_, 20\_\_\_\_ (the last day of the Lease). However, this Agreement may be renewed or extended for an additional term of assistance by written amendment to this instrument signed by all parties.

**Section 6. Portability.** As a condition for receipt of ESG-RRH Program funds, TENANT shall reside only in a rental unit that has been previously approved by COUNTY and that is located within Seminole County during the term of this Agreement. Failure of TENANT to adhere to these conditions shall be grounds for immediate termination of this Agreement and continued eligibility to receive ESG-RRH Program funding.

**Section 7. Condition and Inspection of Rental Unit.**

(a) TENANT shall maintain the rental property in an acceptable and healthy condition and in full compliance with the Lease.

(b) TENANT agrees to allow COUNTY to randomly inspect the housing unit in order to ascertain compliance with HUD's Habitability Standards, attached hereto as Exhibit B. COUNTY shall provide not less than forty-eight (48) hours notice to TENANT of its intent to

inspect the rental property and shall conduct any inspection at a time that is convenient to TENANT.

**Section 8. Lease Agreement.** The term of the Lease shall be a minimum of one (1) year, unless TENANT and Landlord agree to a shorter term, and such shorter term is expressly approved by COUNTY. COUNTY shall have the right to review and approve any proposed Lease prior to execution by TENANT. Failure to obtain County Approval of any proposed Lease or any renewal thereof shall render the transaction ineligible for ESG-RRH Program funding.

**Section 9. Termination of ESG-RRH Program Assistance.** Termination of ESG-RRH Program assistance to TENANT before the end of the program shall result if TENANT is no longer eligible for assistance or if TENANT no longer wishes to participate.

**Section 10. Liability.** COUNTY shall not be liable to any person, firm, entity or corporation who contracts with or who provides goods or services to TENANT in connection with the subject matter of this Agreement or for debts or claims accruing to such parties against TENANT. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm or corporation as a result of the anticipated receipt of ESG-RRH Program funding from COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant. Nothing in this Agreement or in this Section shall be construed as constituting a waiver of or the limitations of damages for torts conferred on COUNTY by said statute or COUNTY's remaining sovereign immunity.

**Section 11. Indemnification.**

(a) TENANT shall defend, hold harmless and indemnify COUNTY, its officers, boards, employees and agents 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 loss of any monies paid on behalf of TENANT resulting out of fraud, defalcation, dishonesty or failure of TENANT to comply with applicable laws, rules or regulations; or by reason or as a result of any act or omission of TENANT in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by insurance required hereunder; or by failure to pay ESG-RRH Program rent or deposit subsidies resulting from financial shortfalls caused by TENANT's failure to supply required information to COUNTY; financial shortfalls caused by the United States government, or HUD's failure to appropriate sufficient ESG-RRH Program funding for continued performance under this Agreement; or as may otherwise result in a judgment for damages from any intentional or negligence torts on TENANT; or as may result in any way or instance whatsoever.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, COUNTY shall provide notice in writing thereof to TENANT by certified mail, return receipt requested, addressed to TENANT at the address herein provided. Upon receiving notice, TENANT, at its own expense, shall diligently defend against the action, suit or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against COUNTY.

(c) Nothing herein shall prevent COUNTY from retaining or using its own counsel if it concludes that such is essential to maintain its defense or if TENANT's counsel is unable to

represent COUNTY's interests due to ethical conflicts. In such circumstances, TENANT shall continue to absorb those costs at its own expense.

This Section shall survive expiration of this Agreement.

**Section 12. Notice.** Whenever a required notice or report is to be given by any party to this Agreement it shall be sent by United States Mail to the parties as shown below:

**For COUNTY:**

Community Development Division Manager  
Community Services Department  
534 West Lake Mary Boulevard  
Sanford, Florida 32773

**For TENANT:**

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

A party may change, by written notice as provided herein, 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 to the point of contact person(s) shall be attached to each party's copies of this Agreement.

**Section 13. Assignment and Disclaimer of Third Party Beneficiaries.** No party hereto may assign this Agreement to any other party without the consent of the others. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party.

**Section 14. Modification or Amendment to Agreement.** No modification, amendment or alteration in the terms or conditions contained herein or the Exhibits hereto shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

### **Section 15. Alternative Dispute Resolution.**

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

(b) The parties agree that they 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 they 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 shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

(d) The venue for any lawsuit shall be the Circuit Court for the 18<sup>th</sup> Judicial Circuit in and for Seminole County as to State law causes of action and the United States District Court, Middle District of Florida, Orlando Division as to Federal causes of action.

(e) Nothing in this Section shall be interpreted or applied in a manner that conflicts with Chapter 83, Part II, Florida Statutes, “Residential Tenancies”, or 24 CFR 92.253, “Tenant and Participant Protections”.

### **Section 16. Termination, Breach and Remedies.**

(a) COUNTY may terminate this Agreement with good cause immediately upon written notice sent to TENANT. Good cause shall include the cessation of TENANT’s eligibility for ESG-RRH Program benefits; TENANT’s default under the Lease and/or this Agreement; the United

States Government's discontinuance of funding for the ESG-RRH Program for any reason; or TENANT's violations of the terms of ESG-RRH Program Policy and Procedures, attached hereto as Exhibit A.

(b) In the event of termination, COUNTY shall pay all ESG-RRH Program rent or deposit payments due for TENANT's occupancy of the rental property up through the date of termination.

(c) The following actions shall constitute a breach of this Agreement and default by TENANT:

- (1) unauthorized or improper use of ESG-RRH Program funds;
- (2) failure to comply with any requirements of this Agreement, the Lease and any Federal or State law, regulation or local ordinance; or
- (3) actual or attempted procurement of disguised or disallowed ESG-RRH Program payments beyond that expressly allowed by this Agreement.

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

(e) In the event TENANT breaches this Agreement, COUNTY shall have the immediate right to withhold future payments and to terminate this Agreement.

(f) COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement, obtain injunctive relief or recover damages in the event of a breach by TENANT.

**Section 17. Severability.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason



whatsoever be held invalid by a forum of competent jurisdiction, then such covenants or provisions shall be null and void; shall be deemed severable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

**Section 18. Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement.

**Section 19. Incorporation of Exhibits.** All Exhibits attached to this Agreement are hereby incorporated into the body of this Agreement by reference and are to be considered an integral part thereof.

**Section 20. Miscellaneous.**

(a) The parties represent to each other that they have performed all things necessary as conditions precedent to entry into this Agreement and that the persons whose names appear below have the full right, power and authority to execute this Agreement.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida.

(c) The regulations in 24 CFR Part 576, shall be deemed controlling for all matters under this Agreement.

(d) This Agreement shall not be construed in favor of one party and against another party by virtue of the fact it was prepared by counsel for one of the parties. All parties acknowledge that they had ample chance to review the covenants hereof and that they had opportunity to consult with their own counsel prior to entering into this Agreement.

(e) All Sections and descriptive headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(f) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties.

**Section 21. Effective Date.** This Agreement shall become effective on the first day of the Lease, regardless of the date of its execution by the parties.

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

TENANT

\_\_\_\_\_  
Witness

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

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

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

\_\_\_\_\_  
Witness

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



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

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

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

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

VALMARIE TURNER, Director  
Seminole County Community Services Department

\_\_\_\_\_  
Witness

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

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

OSdF  
12/24/13  
P:\Users\Legal Secretary CSB\Community Services\2013 Agreements\ESG-RRH Tenant Agreement.docx

Attachments:  
Exhibit 1 –ESG-RRH Policy and Procedures  
Exhibit 2 – Habitability Standards

**EXHIBIT A**

**ESG-RRH PROGRAM POLICY AND PROCEDURES**

**EXHIBIT B**  
**HOUSING HABITABILITY STANDARDS**