

**HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
(CHDO) PROJECT**

AGREEMENT

BETWEEN

POLK COUNTY

AND

H.A.N.D.S of Central Florida, Inc.

FOR THE

2021 CHDO SET ASIDE FUNDS

TO BE USED FOR

New Construction located at:

1124 Avenue D

Haines City, Florida 33844

Contract Number: 2024CHDO21

FUNDING ACCOUNT NUMBER:

2021 HOME CHDO Funds \$211,302 FUND NO. 11026 Cost Center 340554009

2022HOME CHDO Funds \$ 23,698 FUND NO. 11062 Cost Center 340554009

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**HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)
PROGRAM AGREEMENT
BETWEEN
POLK COUNTY AND HOUSING AND NEIGHBORHOOD
DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC.
Fiscal Year 2021 Funds**

This Agreement made and entered in triplicate and deemed effective as of this 1st day of October 2024 (the “Effective Date”) by and between Polk County, a Political Subdivision of the State of Florida, having a principal place of business at 330 Church Street, Bartow, Florida 33830, hereafter referred to as **COUNTY** and H.A.N.D.S of Central Florida, Inc., having a principal place of business at 2019 E. Edgewood Drive, Suite #110 Lakeland, FL, 33803, after referred to as H.A.N.D.S.

WITNESSETH

WHEREAS, the COUNTY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, H.A.N.D.S. has been certified with the COUNTY as a CHDO for this project, and the COUNTY desires to enter into an agreement to complete construction of a CHDO-eligible project in accordance with the HOME regulations;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows;

Section I – Definitions

A. **Housing and Neighborhood Development (HND)** – is hereby defined as the Housing and Neighborhood Development Office, the HOME Program administering agency for the Board of County Commissioners of Polk County, Florida. For the purpose of this Agreement and all administration of HOME funds, HND shall act on behalf of the Polk County Board of County Commissioners, Polk County, Florida, in the execution and fiscal and programmatic control of this agreement. The term “Approval by the COUNTY” or like term used in this Agreement shall in no way relieve H.A.N.D.S. from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DEVELOPER’S FEE** – is hereby defined as the amount of money the COUNTY agrees to pay and H.A.N.D.S. agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in **Appendix B** Use of Funds, hereof.

C. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by H.A.N.D.S. as described in this agreement.

D. **PROJECT** – is defined as the housing unit located at 1124 Avenue D, Haines City, Florida 33844 parcel number 27-27- 21-756000-004160 and is further defined in Section IV below.

E. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

F. **Participating Jurisdiction (PJ)** – is defined as jurisdiction in which the HOME funds are allocated by the federal government and governed by 24 CFR Part 92 HOME Investment Partnerships Program.

Section II-Use of HOME Funds

H.A.N.D.S. shall use Fiscal Year 2021 and 2022 HOME Funds in the amount of \$235,000 to assist in the construction of one housing unit located at 1124 Avenue D, Haines City, Florida 33844 parcel number. 27-27- 21-756000-004160. These HOME CHDO funds are used to construct a new home for the purpose of developing affordable homeownership of non-luxury housing with suitable amenities site improvements. This housing unit must be permanent and meet the requirements stated in this Agreement.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Polk County Housing and Neighborhood Development Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the project is conditioned on Polk County Housing and Neighborhood Development Office’s determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

Section III – Term

The term of this agreement begins upon execution of this agreement and expires on the date when H.A.N.D.S has fulfilled all its agreement obligations to the County. H.A.N.D.S expressly agrees to complete all work required by this agreement in accordance with the timetable set forth below. H.A.N.D.S. will construct for sale to an income eligible resident the property at 1124 Avenue D, Haines City, Florida 33844, parcel number 27- 21-756000-004160.

The estimated new construction budget is \$235,000. CHDO funds in the amount of \$235,000 will be applied.

Milestone	Deadline
Unit Construction Completion	16 months – February 2, 2026
Sale to an Eligible Buyer	2 months – April 30, 2026

In addition, this project is subject to ongoing compliance requirements of the HOME grant regulations. During this compliance period, H.A.N.D.S. will assure continued compliance with HOME requirements pertaining to new construction. The post new construction of the home/property is to be determined prior to committing HOME funds to this project. The value at the time of the post-new construction appraisal will be equal to or less than the HUD-determined limits for newly constructed HOME units and is based on 95 percent of the median purchase price for the area based on Federal FHA single family mortgage program data for newly constructed housing. Nationwide, HUD has established a minimum limit or floor based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. This

figure is determined by the U.S. Census Bureau. HUD has used the greater of these two figures as their HOME homeownership value limit for newly constructed housing in each area.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by H.A.N.D.S. that the PROJECT will be completed as expeditiously as possible, and that H.A.N.D.S. will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the withdrawing of HOME funds.

Since it is mutually agreed that time is of the essence about this agreement, H.A.N.D.S. shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the COUNTY and enforceable by the COUNTY against H.A.N.D.S. and its successors and assigns to the project or any part thereof or any interest therein.

In the event H.A.N.D.S. is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the COUNTY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by H.A.N.D.S., the COUNTY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of H.A.N.D.S. to notify the COUNTY promptly in writing whenever a delay is anticipated or experienced, and to inform the COUNTY of all facts and details related to the delay.

Conversion of Unsold Homeownership Units to Rental Housing; 24 CFR 92.254(a)(3) imposes a requirement that PJs must convert homebuyer housing to rental housing if it does not have a ratified sales contract with an eligible homebuyer within nine months of the completion of construction or rehabilitation. If converted, this rental housing must comply with all provisions of 24 CFR 92.252. If an unsold homebuyer unit is not converted to rental housing, the PJ must repay the HOME funds expended on it.

Section IV – Scope of Work

H.A.N.D.S. shall use HOME Funds to develop affordable homeownership through the construction of non-luxury housing with suitable amenities, including site improvements, and other expenses, including financing costs. This housing unit must be permanent and meet the requirements stated in this Agreement.

It is understood that H.A.N.D.S. will provide a specific working budget and realistic timetable as it relates to construction prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and/or non-HOME funds to activities or line items.

H.A.N.D.S. expressly agrees that the property is purchased, housing unit constructed, and the project completed within the time frames prescribed by this Agreement and stated in the previous MILESTONE TIMETABLE SCHEDULE. This shall be accomplished by including a liquidated damages provision in all contracts with contractor(s) and subcontractor(s). Timetable and budgets must have identifying addresses at the time of submission to the COUNTY.

H.A.N.D.S., in close coordination with the COUNTY, shall perform all professional services necessary to complete the development and occupancy of the following projects in full compliance with the terms of this Agreement:

The construction of a housing unit as stated below:

- New construction where the value at the time of the post-new construction appraisal will be equal to or less than the HUD-determined limits for newly constructed HOME units and is based on 95 percent of the median purchase price for the area based on Federal FHA single family mortgage program data for newly constructed housing. Nationwide, HUD has established a minimum limit or floor based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. This figure is determined by the U.S. Census Bureau. HUD has used the greater of these two figures as their HOME homeownership value limit for newly constructed housing in each area.

All units are to be developed for owner-occupancy. H.A.N.D.S. will disseminate the following information to potential clients:

- Income Eligibility information
- Terms and conditions of the first mortgage financing
- Overview of recapture provisions.

The Polk County Housing and Neighborhood Development Office will provide additional Down Payment Assistance to be awarded as gap funding on newly constructed units that are required to have sound and wind mitigation.

Section V – Reimbursement of Expenses & Developer Fees

A. Project expenses (excluding developer fee) shall be paid based on invoices for actual expenses incurred or paid. Requests for payment must be submitted by H.A.N.D.S. on forms acceptable to the COUNTY, with adequate and proper documentation of eligible costs incurred in compliance with 24 CFR 92.206 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The COUNTY shall pay H.A.N.D.S., as maximum compensation or FEE for the developer services required pursuant to the Scope of Work herein of 15% of the total development cost of the home. The developer fee will be paid as outlined in Appendix B – Use of Funds, Item 6 with the final paid at the sale of each individual unit to an eligible low-income homebuyer.

C. The COUNTY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. H.A.N.D.S. may submit a final invoice upon completion. Final payment shall be made after the COUNTY has determined that all services have been rendered; files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. The COUNTY shall have the right to review and audit all records of H.A.N.D.S. pertaining to any payment by the COUNTY. Said records shall be maintained for a period of five years after completion.

Section VI – Project Requirements

H.A.N.D.S. agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92,5 including but not limited to the following.

A. No HOME project funds will be advanced, and no costs can be incurred, until the COUNTY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the COUNTY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. Further, H.A.N.D.S. will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. Any HOME funds advanced to the PROJECT to subsidize the purchase will be secured by a note and mortgage, for the appropriate period of affordability. See funding amount and affordability period outlined below:

<u>Per Unit HOME \$</u>	<u>Minimum Affordability Period</u>
Up to \$15,000	5 Years
\$15,000 to \$40,000	10 Years
More than \$40,000	15 years

C. H.A.N.D.S. will ensure that any expenditure of HOME funds will be in compliance with the requirements at 24 CFR 92.206 and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

D. The designated HOME-assisted unit of this PROJECT will meet the affordability requirements as found in 24 CFR 92.254 (owner-occupied) as applicable. H.A.N.D.S. shall collect and maintain PROJECT beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low -income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD, **Technical Guide for Determining Income and Allowances Under the HOME Program.**

E. In the selection of occupants for PROJECT units, H.A.N.D.S. shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the project consists of five (5) or more units, the H.A.N.D.S. will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval of the HND.

F. H.A.N.D.S. shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

G. If the PROJECT is to be owner-occupied, H.A.N.D.S. shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254. Polk County Housing and Neighborhood Development will monitor each unit for principal residency (under 24 CFR 92.254(a) (3)) and recapture (under 24 CFR 92.254 (a) (4) – (5)).

H. H.A.N.D.S. will provide any documentation required by HND regarding match as may be required to document match for purposes of the HOME program.

I. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, H.A.N.D.S. shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by the Agency of Labor regulations (29 CFR, Part 5), as amended.

J. Conversion of Unsold Homeownership Units to Rental Housing; Per 24 CFR 92.254(a)(3) H.A.N.D.S. will convert homebuyer housing to rental housing if it does not have a ratified sales contract with an eligible homebuyer within nine months of the completion of construction or rehabilitation. If converted, this rental housing must comply with all provisions of 24 CFR 92.252.

K. If the property is sold through a lease-purchase agreement, H.A.N.D.S. will ensure compliance with 24 CFR 92.254(a) (7), as modified by the 1999 Appropriations Act, Section 599B.

L. H.A.N.D.S. will be monitored by HND for compliance with the regulations of 24 CFR 92 for the duration of the HOME grant program in the COUNTY. H.A.N.D.S. will provide reports and access to project files as requested by HND during the PROJECT and for five (5) years after completion and closeout of the AGREEMENT.

Section VII – Recapture of HOME Funds

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project Requirements as outlined above.

B. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this agreement will revert to the COUNTY.

C. H.A.N.D.S. shall make available a direct subsidy to the home buyers to reduce the purchase price in an amount sufficient to make the purchase affordable of at least \$1,000 but not more than \$20,000. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 24 CFR §92.252(e)(1)(ii) using the note and mortgage prescribed or approved by the COUNTY.

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that shall be retained by H.A.N.D.S. and used in conformance with 24 CFR 92.300(a)(1), and in conformance with the activities described in Section II of this agreement. CHDO proceeds are to be retained in an account (s) at a financial institution specifically for this purpose. H.A.N.D.S. shall establish sufficient records to demonstrate that all net sales proceeds are utilized for the provision of other eligible housing activities as approved by the COUNTY. Eligible activities may include administrative costs to pay salaries, overhead, provide homebuyer education, underwriting fees, lot acquisition, construction of additional units, or home acquisition and rehabilitation for eligible homebuyers in Polk County. It is understood that any balance in the CHDO revolving account not used for activities that further affordable housing as described above shall be refunded to the County.

Upon execution of this contract, H.A.N.D.S. shall provide to the COUNTY:

- 1.) In writing, name(s) of the bank(s) and bank account number(s) in which H.A.N.D.S. maintains a Revolving CHDO Proceeds Account. The funds to be deposited are the net sales proceeds less the 15% developer’s fee. No other fees will apply to this project.
- 2.) Submit a CHDO Annual Activity Report outlining the Account balances and activity.

2) H.A.N.D.S. will assure that each home newly constructed under this contract meets the period of affordability as identified in the security instruments, including any liens, covenants, mortgages etc. that the COUNTY shall require.

The period of affordability shall be as follows:

Per Unit HOME \$	Minimum Affordability Period
Up to \$15,000	5 Years
\$15,000 to \$40,000	10 Years
More than \$40,000	15 years

3) Homebuyer assistance will be secured with a mortgage and note. Down payment assistance may be provided to the homeowner, which may be secured by a mortgage in whole or in part. The mortgage will be subordinate to a first mortgage, if applicable, and in the case of buyers obtaining additional financing through the Florida Housing Finance Corporation (FHFC) or the Housing Finance Authority of Pinellas Bond Programs (serving Polk County), or other similar programs as approved by Polk County. The mortgage may be in third position. The funding may reduce interest rates, mortgage principal amounts, provide a second mortgage and pay the purchaser’s reasonable closing costs. Homebuyer counseling will be required before the sale to the homebuyer. If the property ceases to be the principal place of occupancy or the title changes hands; the full amount of the HOME subsidy shall be recaptured upon sale of the unit.

4) H.A.N.D.S. will also provide to HND the estimated settlement statement, along with a reconciliation statement and the note and mortgage. The settlement statement shall account for the pro-ration of HOME project funds to the individual unit and identify those funds that are to be lent to the buyer as “Buyer subsidies” secured by the HOME note and mortgage, and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

5) All sale proceeds that are received from buyers as they sell the properties during the compliance period to other buyers shall be considered “Recaptured Funds” under 24 CFR 92.254(a) (5) (ii) (A) (5) which states; Amount subject to recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). The recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part.

Section VIII – CHDO Provisions

It is understood that H.A.N.D.S. has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24

CFR 92. H.A.N.D.S. agrees to provide information as may be requested by HND to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a) (6) or as specified in this Agreement. However, funds recaptured because housing no longer meets the affordability requirements under 92.254(a) (5) (ii) are subject to the requirements of this part in accordance with 92.503.

Section IX - Reversion of Assets

Program funds resulting from the sale of a home during the period of affordability shall be returned to the COUNTY as specified in the mortgage and note. The COUNTY at its sole discretion may allow recaptured HOME funds to be returned to H.A.N.D.S. and be included in its revolving fund account.

Section X – Procurement Standards

H.A.N.D.S. shall use current procurement procedures established in accordance with 2 CFR 200.318 through 2 CFR 200.326 and previously approved by Polk County HND, to ensure that materials and services are obtained in a cost-effective manner.

Section XI – Conflict of Interest Provisions

H.A.N.D.S. warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. H.A.N.D.S. further warrants and covenants that in the performance of this contract, no person having such interest shall be employed. HOME conflict of interest provisions, as stated in 24 CFR 92.356, and 2 CFR 200.112 apply to the award of any contracts under the agreement.

No employee, agent, consultant, elected official, or appointed official of H.A.N.D.S. may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

- Any interest in any contract, subcontract, or agreement with respect to a HOME-assisted project or program administered by H.A.N.D.S., or the proceeds hereunder; or
- Any unit benefits or financial assistance associated with HOME projects or programs administered by H.A.N.D.S., including:
 - Purchase or occupancy of a homebuyer unit in a HOME-assisted project.
 - Receipt of HOME homebuyer acquisition assistance.

This prohibition does not apply to an employee or agent of H.A.N.D.S. who occupies a HOME assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program. Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by H.A.N.D.S. in writing to the Participating

Jurisdiction. H.A.N.D.S. must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, and 2 CFR 200.112, as they apply.

Section XII – County Responsibilities

The COUNTY shall furnish H.A.N.D.S. with the following services and information from existing COUNTY records and COUNTY files:

- A. The COUNTY shall provide to H.A.N.D.S. information regarding its requirements for the PROJECT.
- B. The COUNTY will provide H.A.N.D.S. with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.
- C. The COUNTY will conduct progress inspections of work completed to protect its interests as regulatory authority for the project and will provide information to H.A.N.D.S. regarding any progress inspections or monitoring to assist it in ensuring compliance.
- D. The COUNTY shall review the mortgage and note. Upon acceptance of each said mortgage and note they shall be recorded in the property records of Polk County, Florida.

The COUNTY’S review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all COUNTY regulations and ordinances. Nothing contained herein shall relieve H.A.N.D.S. of any responsibility as provided under this Agreement.

Section XIII – Equal Employment Opportunity

During the performance of this contract, H.A.N.D.S. agrees as follows:

- A. H.A.N.D.S. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). H.A.N.D.S. will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. H.A.N.D.S. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the COUNTY setting forth the provisions of this nondiscrimination clause. H.A.N.D.S. agrees to follow Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- B. H.A.N.D.S. will, in all solicitations or advertisements for employees placed by or on behalf of H.A.N.D.S., state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. H.A.N.D.S. will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the COUNTY’S contracting officer, advising the labor union or worker’s representative of the H.A.N.D.S.’s commitments

under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. H.A.N.D.S. will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. H.A.N.D.S. will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HND and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event H.A.N.D.S. is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and H.A.N.D.S. may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. H.A.N.D.S. will include the provisions of paragraphs (a) through (g) of this agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The H.A.N.D.S. will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event H.A.N.D.S. becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the AGENCY, H.A.N.D.S. may request the United States to enter into such litigation to protect the interest of the United States.

Section XIV – Labor, Training & Business Opportunity

H.A.N.D.S. agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low- and moderate-income residents of the project area, and that contracts for work in connection with the project are awarded to business concerns which are located in or owned in substantial part by persons residing in the project area.

B. H.A.N.D.S. shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in Title 24 Code of Federal Regulations Part 135 and all applicable rules and orders of the COUNTY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. H.A.N.D.S. certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. H.A.N.D.S. will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the COUNTY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in Title 24 Code of Federal Regulations. H.A.N.D.S. will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under Title 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in Title 24 Code of Federal Regulations and all applicable rules and orders of the Department of Housing and Urban Development issued there-under prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject H.A.N.D.S. or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by Title 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XV – Compliance with Federal, State & Local Laws

H.A.N.D.S. covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, including those now in effect and hereafter adopted, and all amendments thereto, including, but not limited to; Chapter 119, Florida Statutes; the Immigration and Naturalization Act (8 U.S.C. 1324a); Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. H.A.N.D.S. agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). H.A.N.D.S. further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. H.A.N.D.S. also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.

Section XVI – Suspension & Termination

In accordance with 2 CFR 200.213 - 342, suspension or termination may occur if H.A.N.D.S. materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 2 CFR 200.339. If, through any cause, H.A.N.D.S. shall fail to fulfill in timely and proper manner its obligations under this contract, or if H.A.N.D.S. shall violate any of the covenants, agreements, or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to H.A.N.D.S. of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, H.A.N.D.S. shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, H.A.N.D.S. shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the contract by H.A.N.D.S. and the COUNTY may withhold any payments to H.A.N.D.S. for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the H.A.N.D.S. is determined whether by court of competent jurisdiction or otherwise.

Section XVII – Termination for Convenience of the COUNTY

The COUNTY may terminate for its convenience this contract at any time by giving at least thirty (30) days' notice in writing to H.A.N.D.S. If the contract is terminated by the COUNTY, as provided herein, the County will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the H.A.N.D.S. will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of H.A.N.D.S. covered by this contract, less payments of compensation previously made.

Section XVIII – Default-Loss of Grant Funds

If H.A.N.D.S. fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if H.A.N.D.S. refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the table outlined in Section III under Term of this agreement, H.A.N.D.S. shall be in default and notice in writing shall be given to H.A.N.D.S. of such default by HND or an agent of the COUNTY. If H.A.N.D.S. fails to cure such default within such time as may be required by such notice, HND, acting by and through the COUNTY, may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to H.A.N.D.S. pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, H.A.N.D.S. will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project. Such termination shall not affect or terminate any of the rights of the COUNTY as against the H.A.N.D.S. then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the COUNTY under the law and the note and mortgage (if in effect), including but not limited to compelling H.A.N.D.S. to complete the project in accordance with the terms of this agreement, in a court of equity. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIX Reporting Responsibilities

H.A.N.D.S. agrees to submit any and all annual reports required by HUD or the COUNTY on October 10, following the date of this agreement. H.A.N.D.S. may also provide reports when requesting approval of a new project. Project progress will be reported through payment and inspection requests.

HND will send H.A.N.D.S. one reminder notice if the annual report has not been received fourteen (14) days after the due date. If H.A.N.D.S. has not submitted the report fourteen (14) days after the date on the reminder notice, the COUNTY will have the option to terminate the contract as described in this agreement. In addition, H.A.N.D.S. agrees to provide HND information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements are outlined in 2 CFR 200.303 Financial Management and included as Appendix A and B.

Section XX – Inspection, Monitoring & Access to Records

The COUNTY reserves the right to inspect, monitor, and observe work and services performed by the H.A.N.D.S. at any and all reasonable times. The COUNTY reserves the right to audit the records of H.A.N.D.S. any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement. If required, H.A.N.D.S. will provide the COUNTY with a certified

audit of H.A.N.D.S.'S records representing the Fiscal Year during which the PROJECT becomes complete whenever the amount listed in SECTION III is at or exceeds \$750,000, pursuant to 2 CFR 200 for that fiscal year in accordance with the provisions of Subpart F—Audit Requirements. Access shall be immediately granted to the COUNTY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of H.A.N.D.S. or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Note prior OMB Circulars are revised into new Uniform Grant Guidance in Title 2 CFR Grant and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

Section XXI – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier at the following addresses:

Polk County Housing and Neighborhood Development
1290 Golfview Avenue, Suite 167
Bartow, Florida 33831

H.A.N.D.S of Central Florida
2019 E. Edgewood Drive
Suite #110
Lakeland, FL 33803
863-682-1025

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Tampa Division of the federal court designated as the Middle District of Florida.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or Polk County, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. H.A.N.D.S. shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the Agency of Labor Regulations (29 CFR Part 3), as amended.

H. H.A.N.D.S. shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Secretary of Labor regulations (29 CFR, Part 5), as amended.

I. H.A.N.D.S. further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The H.A.N.D.S. also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by H.A.N.D.S. pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless COUNTY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors, and assigns.

L. H.A.N.D.S. shall, to the fullest extent of the law, protect, defend, indemnify, and hold harmless the County, its agents, officers, officials and employees from and against any and all claims, actions, liability, damages, fines, impositions, disallowances, return of funds, losses and/or costs, including court costs and attorney's fees, arising out of or resulting from claims from any act or omission of H.A.N.D.S., or of anyone whose acts H.A.N.D.S. may be liable in the performance of the work, for breach of this agreement and any representation or warranty contained herein, or violation of any law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights, or liens, claims or actions made by or on behalf of other party performing the work for H.A.N.D.S..

M. H.A.N.D.S. and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of the COUNTY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the COUNTY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. H.A.N.D.S. shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below:

Commercial General Liability Insurance: \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverage:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards, and Cross Liability Endorsement.

H.A.N.D.S. shall provide the COUNTY with original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. The COUNTY, a political subdivision of the State of Florida, must be named as an additional insured with respect to general liability for all work performed for Polk County. A waiver of subrogation in favor of Polk County is required for general liability insurance. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. H.A.N.D.S.'s self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the COUNTY. In the event of any failure by H.A.N.D.S. to comply with the provisions; the COUNTY may, at its option, on notice to H.A.N.D.S. suspend the project for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at the firm's expense, provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, H.A.N.D.S. shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

P. Employment Eligibility Verification (E-Verify)

- A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:
1. "Contractor" means a person or entity (to include without limitation H.A.N.D.S.) that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and
 2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and
 3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors, and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. H.A.N.D.S. (as a Contractor) acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
1. All persons employed by H.A.N.D.S. to perform employment duties during the term of this Agreement; and
 2. All persons (including subvendors/subconsultants/subcontractors) assigned by H.A.N.D.S. to perform work pursuant to this Agreement.
- C. H.A.N.D.S. acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement. By entering into this Agreement, H.A.N.D.S. becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not

limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. H.A.N.D.S shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by H.A.N.D.S, H.A.N.D.S may not be awarded a public contract for a period of 1 year after the date of termination. H.A.N.D.S shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

IN WITNESS WHEREOF, the parties hereto set their hands this 1st day of October 2024.

ATTEST:

Stacey M. Butterfield, Clerk

**POLK COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA**

By: _____
Deputy Clerk

By: _____ Date: October 1, 2024
W.C. Braswell, Chairman

**Housing and Neighborhood Development
Services of Central Florida, Inc."**

By: Michel Alamo
Witness Michel Alamo

By: Jill McReynolds Date: 9/27/24
Jill McReynolds, Executive Director

APPENDIX A
SCOPE OF WORK

- 1) H.A.N.D.S. shall assure the new construction for sale one (1) single family dwelling located in Polk County.
- 2) Upon acceptance and approval, by Housing and Neighborhood Development Staff, of the following documents, H.A.N.D.S. will be given approval to commence construction and sale of the housing unit from the COUNTY:
 - A. H.A.N.D.S. shall furnish to the COUNTY a copy of the HUD Settlement Statement and Sales Contract for 1124 Avenue D, Haines City, Florida 33844.
 - B. H.A.N.D.S. shall furnish to the COUNTY a copy of the new construction work contract between H.A.N.D.S. and the general contractor awarded the construction contract, if applicable.
 - C. H.A.N.D.S. shall furnish to the COUNTY a complete work write-up for the new construction to be completed.
 - D. H.A.N.D.S. shall furnish to the COUNTY a proposed draw schedule for each proposed home.
- 3) Each unit constructed must meet applicable municipal, County, State and Federal building codes, including the Model Energy Code published by the Council of American Building Officials.
- 4) H.A.N.D.S. shall utilize architectural and professional services to complete the activities funded under this Agreement as eligible project costs.
- 5) H.A.N.D.S. shall report progress by virtue of progress payment and inspection requests. Annual reports will additionally identify all activities completed under the terms of this Agreement.

NOTE: Additional homes may be purchased and rehabilitated or constructed for sale with net sales proceeds.

- 6) H.A.N.D.S. shall assure that the housing unit is constructed within the time frames prescribed in this Agreement. This shall be accomplished by including a liquidated damages provision in all contracts with the contractor(s) and subcontractor(s).
- 7) The unit shall be sold and occupied within nine (9) months of completion of construction.

H.A.N.D.S. shall sell the unit to a qualified income eligible home buyer in accordance with the State and Federal regulations

H.A.N.D.S. will convert the unit to Rental Housing, per 24 CFR 92.254(a)(3) if it does not have a ratified sales contract with an eligible homebuyer within nine months of the completion of construction or rehabilitation. If converted, this rental housing must comply with all provisions of 24 CFR 92.252.

Failure to sell or rent the units to eligible and qualified homebuyers or renters according to the terms of this Agreement shall be grounds for termination of this Agreement.

- 8) H.A.N.D.S. shall obtain and maintain documentation of a Uniform Real Estate Appraisal which establishes that the acquisition of newly constructed property purchase price does not exceed 95 percent of the median purchase price for newly constructed housing for the area. A copy of this appraisal shall be forwarded to the HND Project Manager for inclusion in the COUNTY'S project file.
- 9) H.A.N.D.S. shall notify all eligible applicants in writing of their eligibility determination.
- 10) H.A.N.D.S. shall provide post home-purchase counseling services to clients as needed. These services may include:
 - A) Explanation of documents.
 - B) Loan payment procedures.
 - C) Escrow procedures.
 - D) Homestead exemption procedures; and
 - E) Credit counseling assistance.
- 12) H.A.N.D.S. shall be responsible for coordinating the loan closings. Polk County must certify the eligibility of the home buyer prior to closing.
- 13) Disbursements shall be made in accordance with an approved draw schedule for each unit.

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APPENDIX B – USE OF FUNDS

Total Budget (Construction)..... \$ 235,000
2021 CHDO set aside funds = \$211,302 and
2022 CHDO set aside funds = \$ 23,698

NOTE: Actual Acquisition costs subject to an appraisal to establish Fair Market Value (FMV).

1. H.A.N.D.S. shall assure that the total budget is not exceeded. If appraisals and actual construction costs vary from the estimates, the County shall modify these budgeted amounts based on appraisals and actual costs.
2. H.A.N.D.S. may utilize budgeted funds to pay for direct project costs associated with the satisfactory completion of activities funded.
3. H.A.N.D.S. shall submit a budget identifying all funds returned to the agency to be utilized for the acquisition /construction of additional units.
4. H.A.N.D.S. shall account for all returned funds deposited in the revolving account. The amount of funds to be deposited is the net sales proceeds less a fifteen (15%) percent developer’s fee. Eligible activities are specifically identified in Section 24 CFR 92.206 of the HOME Regulations.

The COUNTY shall pay H.A.N.D.S, as maximum compensation or fee for the developer services required pursuant to the Scope of Work herein of 15% of the total development cost of the home. The developer fee will be paid to H.A.N.D.S upon sale of 1124 Avenue D, Haines City, Florida 33844, Parcel # 27-27- 21-756000-004160.

5. As applicable the COUNTY will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or 215.422, F.S., warrants, vouchers, and invoices, when preparing reimbursement on accepted invoices.

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6. The COUNTY shall pay a maximum compensation for the developer services pursuant to the USE OF FUNDS. Any variation to the Milestone schedule is subject to COUNTY approval. Progress payments may not exceed the following cumulative maximum percentages of total developer fee at the following stages of project completion:

Milestone	Max Cumulative Developer Fee 15%
A. Maximum of five construction draws	100%
1) Four Partials	80%
2) One final	20%
B. Developer fee upon sale of home	15%

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APPENDIX C
COMPLIANCE PACKAGE CHECKLIST

1. HOME Compliance Package File Checklist
2. Mortgage File Checklist
3. Income Compliance Guidebook
4. HOME Investment Partnership Program 95% of Median Purchase Price
5. U.S. HUD Section 8 Income Limits
6. Truth In Lending Disclosure Statement
7. Promissory Note
8. Affidavit of No Lien
9. HOME Homebuyer File Checklist
10. Program Compliance Guidelines
11. Chapter 553 - Building Construction Standards F.S.
12. Most Recent HOME Program Regulations 24 CFR Part 92
13. New HOME homeownership value limits for existing HOME units

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APPENDIX D
HOME PROGRAM MONITORING CHECKLIST

1. Are the following documents on file and maintained in an orderly manner?	HND FILE		CHDO FILE	
	YES	NO	YES	NO
Eligibility Worksheet				
Loan Summary Worksheet if applicable				
Transmittal Summary				
Good Faith Estimate of Closing Costs				
Copy of Third Mortgage and Note if applicable				
Truth-in-Lending Disclosure Statement				
Original Promissory Note				
Mortgage in Favor of Polk County				
First Mortgage from Lender				
Settlement/Closing Statement				
Survey, if necessary, on existing home				
Warranty Deed				
Hazard Insurance Policy				
Mortgage Title Policy/Final Title Opinion				
Closing Agent Certification				
Loan Application				
Inspection Report(s)				
Certificate of Occupancy				
Appraisal				
Loan Commitment				
New Construction Proposal (if applicable)				

Contractor Eligibility Verification				
Purchase Option/Sales Contract				
Income Certification				
Sales Price Comparison (of Program Limits)				

	YES	NO	OTHER
2. Have all purchases been made in conformance with 24 CFR 92.206 - Eligible project costs?			
3. Have reports been made in a timely manner?			
4. Does CHDO maintain on-site records that demonstrate the extent to which each racial and ethnic group and single-head households (by gender) have been benefited from program?			
5. What is the date of the most recent CPA Audit provided to the COUNTY?			
6. Are all subcontracts required to carry insurance and bond in an amount not less than the funds awarded to the subcontractor? (To be verified by review of all subcontracts.) Do all subcontracts include liquidated damage provisions?			
7. Has each home been continuously covered by a Hazard Insurance Policy or builder's risk insurance policy in an amount not less than the sums due the COUNTY? Is the COUNTY shown on the policy as an insured and loss payee?			

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APPENDIX E
CONTRACT SUMMARY

1. Name of CHDO

H.A.N.D.S of Central Florida, Inc.

2. Project

H.A.N.D.S. shall assure new construction of one (1) single family dwelling unit on located at 1124 Avenue D, Haines City, Florida 33844, parcel number 27-27- 21-756000-004160.

3. Description of Work

One (1) single family dwelling unit new construction for sale to a low-income buyer 80% or below of the area median income (AMI).

4. Timeline

Construction Contract – 16 months – Begins October 1, 2024, and ends April 30, 2026.
Sale to eligible buyer by – April 30, 2026
The term of this agreement begins upon execution of this agreement and expires on the date when H.A.N.D.S has fulfilled all its agreement obligations to the County.

5. Compensation

Total Budget for construction.....\$235,000.00

(Construction funding from 2021 and 2022 CHDO set aside funds.....\$235,000.00
(balance needed to complete from other accounts/sources)

6. Liquidated Damages

To be required by contractor(s) and subcontractor(s)

7. Insurance

Hazard Insurance Policy, Mortgage Title Insurance, and Builder's Risk Insurance

8. Disbursements

According to approved Draw Schedule for each proposed new home.

9. For Fiscal Use Only

2021 HOME CHDO Funds \$211,302 FUND NO. **11026** Cost Center 340554009
2022 HOME CHDO Funds \$ 23,698 FUND NO. **11062** Cost Center 340554009

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Jill Ann McReynolds Executive Director (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

HANDS of Central Florida, Inc.
NONGOVERNMENTAL ENTITY

Jill Ann McReynolds
SIGNATURE

Jill Ann McReynolds
PRINT NAME

Executive Director
TITLE

9/27/24
DATE

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Jill Ann McReynolds Executive Director (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

HANDS of Central Florida, Inc.
NONGOVERNMENTAL ENTITY

Jill Ann McReynolds
SIGNATURE

Jill Ann McReynolds
PRINT NAME

Executive Director
TITLE

9/27/24
DATE