

AFFORDABLE HOUSING PARTNER AGREEMENT – FY2023-2024

County of Volusia Community Assistance First-Time Homebuyer Assistance Program

This AGREEMENT is entered into between the County of Volusia, a political subdivision of the State of Florida hereafter referred to as County, and **«Agency»**, Affordable Housing Partner Agency (AHP) in the Volusia County Community Assistance Division First-Time Homebuyer Programs, hereafter referred to as Agency. Both the County and Agency mutually agree to the terms and conditions of this AGREEMENT.

SECTION 1 PURPOSE

The purpose of this AGREEMENT is to provide the framework for agencies to work cooperatively with the County and assist eligible first-time homebuyers who desire to purchase a home using financial assistance by participating in the Volusia County Community Assistance Division HBA Program. The HBA program provides financial assistance through deferred payment loans for eligible first-time homebuyers to assist them purchase an existing/new construction home. The home may be located anywhere in Volusia County, except in the cities of Daytona Beach and Deltona with limited funds available for homes located in Edgewater, Pierson, Ponce Inlet, Port Orange, and Oak Hill.

SECTION 2 SCOPE OF SERVICES

Services covered by the programs are to be provided in accordance with the most current County of Volusia AHP Manual of Procedures and Forms.

SECTION 3 EFFECTIVE DATE

This AGREEMENT will become effective upon execution by both parties and **terminates September 30, 2026**, unless extended or terminated by the County in writing. AGREEMENT extensions must be executed by both the AHP and County.

SECTION 4 FUNDS

All funds for the County of Volusia Community Assistance Division HBA program are committed by the County to approve homebuyers on a first ready, first served basis until all funds are encumbered, as determined by the County in its sole authority. Therefore, no funds may be distributed to the Agency directly by the County.

SECTION 5 AGENCY'S OBLIGATIONS

In exchange for the consideration provided under this AGREEMENT, the Agency agrees to perform the following:

- A. Comply and abide by all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and resolutions related to the HBA programs, the federal Fair Housing Act, and to any law and/or professional standards pertaining to the Agency.
- B. Comply with all policies and procedures outlined in the County of Volusia Community Assistance Division AHP Manual of Procedures and Forms, the Local Housing Assistance Plan (LHAP) and the five-year Consolidated Plan.
- C. Designate a primary contact who will serve as the main liaison between the County and the Agency.
- D. The agency-authorized primary contact shall attend the affordable housing partners meeting and/or training workshop, and shall train other representatives, as needed, regarding the Agency's responsibilities as participants in the HBAs program.
- E. Submit at least one (1) complete application package during the first 12 months.
- F. Submit at least one (1) complete application package for a household whose income is at or below 50% of the area median income (AMI) household during the term of the AGREEMENT.
- G. Comply with the AHP Certification of Responsibilities as provided in the AHP application.

SECTION 6 COUNTY'S OBLIGATIONS

In exchange for the consideration provided under this AGREEMENT, the County agrees to perform the following:

- A. Provide the Agency with a copy of the Community Assistance AHP Manual of Procedures and Forms, the LHAP and five-year Consolidated Plan.
- B. Review the eligibility of applicants to confirm income and program eligibility within 10 business days from receipt so as not to harm their ability to receive a commitment.
- C. Review the eligibility of the home proposed for purchase to confirm program eligibility within 10 business days from receipt so as not to harm the applicant's ability to receive assistance.
- E. Provide closing instructions, funds, and the eligible homebuyer's closing package to the title company.

- F. Allocate grant funds on an annual basis for the HBA programs to be used for eligible homebuyers. Allocated grant funds are subject to grant regulatory set asides. If the set asides are not met, grant funds may be unavailable for households with income between 81% and 120% of AMI.
- G. Ensure the Agency is aware of any changes to the program regulations and policies, funding availability and any updates or revisions to the AHP manual.

SECTION 7 GENERAL TERMS AND CONDITIONS

The County and the Agency mutually agree to the following:

- A. Only representatives of an approved Agency are authorized to submit an HBA application package to the County for review and approval.
- B. The Agency shall not discriminate in the performance of this AGREEMENT in regard to race, color, religion, national origin, disability, marital status, sex, personal gender identity or sexual orientation, and, to that end, both parties seek to prevent discrimination in housing by any person.
- C. The Agency shall not assign, sell, bargain, convey, or transfer its interest in this AGREEMENT.
- D. The County may terminate this AGREEMENT if an Agency does not submit at least one (1) applicant's file within a 12 month period and submit at least one (1) applicant's file whose household income is at or below 50% AMI during the AGREEMENT term.
- E. The County will not be obligated to renew this AGREEMENT or process any applicant applications submitted after the notice of termination.
- F. The County may suspend this AGREEMENT in whole or in part for a specified period of time in order for the County to assure that grant funding expenditure requirements are met.
- G. The County will not reserve funds for individual files or maintain a waiting list if all grant funding is committed.
- H. This AGREEMENT is solely for the benefit of the County and the Agency, and no right or cause of action shall accrue or benefit any third party.

- I. This instrument constitutes the entire AGREEMENT between the parties and supersedes all previous discussions, understandings, and AGREEMENTs as to the items listed herein.
- J. This AGREEMENT shall be construed, controlled, and interpreted according to the laws of the State of Florida.
- K. The AGREEMENT is not a considered a sub-recipient agreement as no grant funds are provided to the Agency.

SECTION 8 PUBLIC RECORDS LAW

Pursuant to Section 119.0701(2)(a), Florida Statutes, the County is required to provide the Agency with this statement and establish the following requirements as contractual obligations pursuant to this AGREEMENT:

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 736-5955, communityassistance@volusia.org, by mail, Community Assistance Division, Attn: Public Records Custodian, 121 W. Rich Ave., DeLand, FL 32720.

- A. By entering into this AGREEMENT, the Agency acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this AGREEMENT are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Agency entering into an AGREEMENT with the County is required to:
 - 1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this AGREEMENT.
 - 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the AGREEMENT term and following completion of the AGREEMENT if the Agency does not transfer the records to the County.

4. Upon completion or termination of the AGREEMENT, transfer, at no cost, to the County all public records in the possession of the Agency or keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion or termination of the AGREEMENT, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion or termination of the AGREEMENT, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Pursuant to current state law, requests to inspect or copy public records relating to the County's AGREEMENT for services must be made directly to the County. If the Agency receives any such request, the Agency shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Agency of such request, and the Agency must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Agency acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Agency further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Agency shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Agency's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Agency's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Agency authorizes County to seek declaratory, injunctive, or other appropriate relief against Agency from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

SECTION 9 REMEDIES

Upon determination by the County that a breach of this AGREEMENT has occurred, in addition to ALL OTHER remedies available at law or in equity, the County may elect any of the following remedies:

- A. Notify the Agency of a breach and allow thirty (30) days to cure. At the end of the period of cure, if the breach has not been remedied, the County may terminate this AGREEMENT.

- B. Terminate this AGREEMENT.
- C. If any court finds any part of this AGREEMENT invalid or unenforceable, such invalidity or enforceability shall not affect the other parts of this AGREEMENT. If the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected, this AGREEMENT is declared severable
- D. Notwithstanding the foregoing, invoking of termination shall not affect any outstanding commitments the County has made in connection with the HBA programs and any performance obligations of the Agency, prior to the effective date of termination.

SECTION 10 TERMINATION

This AGREEMENT may be terminated by either party, with or without cause, upon no less than thirty (30) days written notice delivered to the other party, or at the option of the County immediately, in the event that the Agency through its course of conduct fails to fulfill or repudiates any of the terms, understandings, or covenants of this AGREEMENT. The County may, in its sole discretion, abate its performance pursuant to this AGREEMENT if the County learns, via investigation or other means, which the Agency is or is potentially engaged in fraud, misfeasance, malfeasance, or other misconduct in its performance of this AGREEMENT or in the administration of public funds. Such abatement may be continued until the outcome of an investigation, inquest, or inquiry of the Agency's operations and may result in termination of this AGREEMENT if any such misconduct is determined to have occurred and the Agency has not, as determined by the County, taken sufficient corrective action to remedy the cause and negative impact of any such misconduct.

SECTION 11 LIABILITY

The Agency hereby indemnifies, holds harmless, and agrees to defend the County from and against any and all claims, losses, damages, suits or actions arising out of the Partner's performance of this AGREEMENT, whether the claim, loss, damage, suit or action arises from negligence in whole or in part by the Agency or its agents and employees or whether it arises by any other conduct in the performance of this AGREEMENT, including, but not limited to, breach of contract or administrative action by the State or Federal governments to recover funds unlawfully spent. For the purposes of this AGREEMENT, the term "County" shall mean and refer to the County of Volusia and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities.

SECTION 12 SOVEREIGN IMMUNITY

Notwithstanding anything set forth in this AGREEMENT to the contrary, nothing in this AGREEMENT shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature for liability in tort, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Further, nothing in this AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim against the County of Volusia, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law, except as may otherwise be provided herein.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by a duly agency authorized official this _____ day of _____ 2024

ATTEST:

Witness signature

«Authorized_Official»

Print Witness Name/Title

«Title»
Agency Authorized Official/Title

County of Volusia
Carmen Hall, Director
Community Assistance Division