

AGREEMENT FOR AFFORDABLE HOUSING DEVELOPMENT

City of Marianna
Chipola Area Habitat for Humanity, Inc.
Memorandum of Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the City of Marianna, FL, a municipal corporation, hereinafter called the “**City**” and Chipola Area Habitat for Humanity, Inc., a local nonprofit corporation, hereinafter called “**CAHFH**” or the “**Agency**”.

WITNESSETH

WHEREAS, it is recognized and known that Habitat for Humanity is an International organization with success in providing affordable housing in communities across the United States of America and abroad, and

WHEREAS, the City affirms that **CAHFH**, has a history of providing affordable housing in Jackson County, Marianna, Washington County, Chipley, Florida for over thirty (30) years, and has construction over 70 homes. Within the past five (5) years there have been thirteen (13) new homes constructed by **CAHFH**, and

WHEREAS, it has been determined that the activities of **CAHFH** are in the public interest, and are such as to improve and promote public welfare of the **City**; and

WHEREAS, the City Commission has determined, that to encourage the circumstances and conditions necessary to assist in the maintenance of an adequate supply of safe, sanitary and affordable housing, is a significant public purpose in that the accompanying activities confer direct benefit of a general character to a significant part of the public.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

Section 1: Statement of Purpose

This agreement, between the City of Marianna “**City**” and Chipola Area Habitat for Humanity, Inc. “**CAHFH**”, provides a mechanism to eliminate substandard housing conditions within the **City** and to promote availability of affordable housing within the **City**.

Additional housing stock within the **City** will increase the opportunity for economic development in the **City**. It will make productive use of current vacant, abandoned, and demolished property, by way of providing **CAHFH** homeowner partners with affordable housing, and returning **City** property to the tax roll as revenue generating parcels.

Section 2: Services to be Provided by the City

This agreement, in alignment with the American Rescue Plan Act (ARPA), enacted in March 2021, facilitates the ability to make funding available to develop housing as described in the U.S. Department of Treasury Interim Final Rule. This Agreement supports **CAHFH's** efforts to develop single-family housing and infrastructure for affordable housing, thus increasing the supply of affordable, climate resilient and high-quality units. The partnership meets the spirit and intent of the ARPA to provide economic stimulus.

The City Will:

- Coordinate with **CAHFH** on the location and construction of affordable housing within the city.
- Notify **CAHFH** of any and all of the **City's** inventoried residential property, which the City determines to be surplus residential property. This may include, but not limited to: demolished housing property; vacant property; and abandoned property.
- Waive water and sewer tap fees during the build cycle for homes that **CAHFH** builds within the **City**, as part of the Habitat for Humanity mission.
- **Waive development order fees and all permitting fees**, collected by and for the City, associated with residential home builds constructed by **CAHFH**.
- Provide assistance, as approved by the City Commission, applicable program funding to enable **CAHFH** to acquire, develop and construct identified properties.

Section 3: Responsibilities Provided by the Agency

The Agency Will:

- Coordinate with the **City** on the location and construction of affordable housing within the **City**.
- Refuse and waive all rebates offered through **City** programs, such as City of Marianna natural gas Energy Conservation Program, in exchange for aforementioned waivers of **City** fees.
- Abide by all code enforcement, Florida Building Code and Land Development regulations required by the **City**.
- Use funds acquired from the **City** appropriately and timely to construct housing for Homeowner Partner Families with identified need, as set forth, by the **CAHFH** Homeowner Selection Criteria.
- Guarantee that at the time of purchase of a property, the Homeowner Partner Family's household income does not exceed eighty percent (80%) of the median family income based upon family size for Jackson County, Florida, as determined by the U.S. Department of Housing and Urban Development ("HUD").
- Within thirty-six (36) months of this executed agreement, **CAHFH**, will substantially complete ten (10) homes in the **City's** jurisdiction.
- Provide appropriate recognition of the **City's** contribution and this partnership in accordance with the **City's** guidelines, which will be provided from time to time.

Section 4: Partnership Terms

Funds will be disbursed to CAHFH upon the City’s receipt and approval of certain deliverables as more specifically listed below.

For Subdivisions:

DEVLIVERABLE	Distribution (percentage of Funds)
(1) Signed Partnership Agreement; (2) Approval of Preliminary Plat (within City)	20%
(3) Infrastructure Completion (4) Approval of Final Plat	70%
(5) Certificate of Occupancy Issued on Homes within Subdivision	10%

For Individual Single-Family Homes:

DEVLIVERABLE	Distribution (percentage of Funds)
(1) Signed Partnership Agreement; (2) Approval of Development Order and Building Permit (within City)	20%
(3) Home is 80% Complete, Dry-In Stage	70%
(4) Certificate of Occupancy for Home	10%

Section 5: Force Majeure:

The performance of this agreement by either party is subject to strikes, acts of God, war, civil disturbances, change of law or government regulations, terrorism or threat of terrorism, outbreak of disease or epidemic, disaster, fire, flood, earthquake, storm or other like events, disruption or outage of communications, power or other utility, labor problems, unavailability of supplies, or other causes, whether similar or dissimilar to the foregoing, which could not have been prevented by such party with reasonable care and is beyond the control of the parties that has the effect of preventing or unreasonably delays performance, nullifies all or a majority of the purpose of this agreement, or make inadvisable, illegal, impossible or commercially impracticable to perform obligations under this agreement.

Section 6: Record Keeping

CAHFH shall keep an accurate and auditable record of all expenditure of funds for a minimum of (5) years and in accordance with reasonable reporting requirements. CAHFH shall allow the City or its authorized representative to audit its books and records at any time during reasonable business hours upon notice.

The **City's** policy allows any person to access public records in accordance with Florida State Statute 119.01. By way of this agreement, when in connection with the transaction of official **City** business, **CAHFH** will comply with requests when they are made, received by the **City** and made known to **CAHFH**. State law designates certain materials or information as exempt or confidential. If the public record contains confidential information, the information will be redacted before the remaining information is released. In accordance with Florida Law, the **City** is authorized to charge to produce the documents requested. **CAHFH** may impose the **City's** fee and compensation schedule when producing documents for the requester.

Section 7: Signatures

This Agreement may be terminated by either party at any time provided a 30-day written notice is given to the other party. Such notices will be mailed to the following address.

City of Marianna:

City of Marianna
2898 Green Street
Marianna, FL 32446

Habitat for Humanity:

Chipola Area Habitat for Humanity, Inc.
P.O. Box 6114
Marianna, FL 32447

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

CITY OF MARIANNA, A Municipal Corporation

BY: _____

And

CHIPOLA AREA HABITAT FOR HUMANITY, INC.

BY: _____

APPROVED AS TO FORM this

_____ of _____, 20__.

DRAFT