

**AGREEMENT BETWEEN ALACHUA COUNTY
AND ALACHUA HABITAT FOR HUMANITY, INC
FOR AFFORDABLE HOUSING TAX INCREMENT FINANCING**

THIS AGREEMENT, made and entered into this 8th day of November 2005, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and Alachua Habitat for Humanity, Inc., hereinafter referred to as "Habitat";

WITNESSETH:

WHEREAS, Habitat provides a valuable service to Alachua County by building homes for very low income families in Alachua County; and

WHEREAS, Habitat has an established record, by moving 72 families into Habitat homes, of enabling approximately 250 people who otherwise would have not been able to purchase their own homes to own and occupy homes; and

WHEREAS, the County desires to establish a partnership to provide financial assistance to Habitat in order to support the organization's provision of affordable housing to families in Alachua County.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein, and other good and valuable consideration, the parties agree as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Purpose.** The purpose of the agreement is to provide for the County to promise to budget from non-ad valorem sources an amount based on the increase in taxable value as a result of affordable housing constructed by Habitat and placed on the tax rolls of Alachua County. The funds provided by the County will be used to pay for building materials and other costs related to Habitat's provision of additional affordable housing in Alachua County.

3. ***Term of Agreement.*** The term of this agreement shall be for five years from the date first above written.

4. ***County Obligations.***

a. Each year during the term of this agreement, the County shall appropriate in its budget, by amendment if necessary, non-ad valorem funds lawfully available, which will be paid in accordance with this agreement using the following calculation: current year assessment roll taxable value for the parcels described in Exhibit A, minus the base year assessment roll taxable value for said parcels, multiplied times .95, multiplied times the current year Alachua County general ad valorem millage. The base year for the calculation of the tax increment shall be tax year 2004.

b. The foregoing covenant to budget and appropriate does not create any lien or pawn or pledge of such non-ad valorem funds, nor does it preclude the County from pledging its non-ad valorem funds in the future, nor does it require the County to levy and collect any particular non-ad valorem funds, nor does it give Habitat a prior claim on non-ad valorem funds as opposed to claims of the general creditors of the County. The covenant to budget and appropriate non-ad valorem funds is subject in all respects to the payment of obligations secured by a pledge of such non-ad valorem funds heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments.)

5. ***Habitat's Obligations.*** Habitat agrees to use any funds provided by the County pursuant to the terms of this agreement for the design and construction of affordable housing for qualified citizens of Alachua County on the parcels described in Exhibit A. Additional parcels may be added to Exhibit A by mutual agreement of the parties through an amendment to this agreement. Any parcel will be removed from Exhibit A if the initial Habitat property owner subsequently sells the parcel to another party. For the purposes of this agreement, "affordable housing" is defined as housing for which the monthly rent or mortgage payments, including taxes and insurance, do not exceed 30% of 80% of area median income, adjusted for household size.

6. **Method of Payment.** As a condition precedent for any payment, Habitat shall submit an annual invoice to the County by December 1 requesting payment for services for the previous twelve-month period. The first invoice shall be due December 1, 2005, for the period October 1, 2004 through September 30, 2005. Habitat's invoice shall describe with reasonable particularity each item of goods or service for which it requests reimbursement, the date the goods or services were provided, and the person(s) rendering such goods or service. Habitat's invoice shall be accompanied by such documentation or data in support of charges for which payment is sought as the County may require. Each invoice shall bear the signature of Habitat's representative, which signature shall constitute Habitat's representation to the County that: the invoice is for goods or services that are necessary to comply with the requirements of Section 5 of this agreement; that the goods or services indicated in the invoice have reached the level stated; that the charges included in the invoice have been reasonably incurred in accordance with this agreement; that all obligations of Habitat covered by prior invoices have been paid in full; that the amounts have been spent by Habitat for a public purpose in accordance with Florida law; that the expenses have not been submitted to or reimbursed by the County or any other agency; and that there is no reason known to Habitat that payment of any portion thereof should be withheld. Habitat shall submit invoices to the County at the following address:

Suzanne Gable, Director
Office of Management and Budget
105 SE First Avenue, Suite 6
Gainesville, FL 32601

Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Florida Prompt Payment Act") and the Alachua County Prompt Payment Procedure, available at:

<http://www.co.alachua.fl.us/gov/dept/adminservices/purchasing/>

7. **Vested Rights.** This agreement shall in no way establish vested rights for future phases or projects of Habitat, affiliated entities, successors, or heirs.

8. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return

receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery.

The parties' representatives are:

County: Randall Reid
County Manager
Post Office Drawer 2877
Gainesville, FL 32602

Habitat: ~~David G. Feather - ED Development~~ *Kenneth Duffield Acting Executive Director* *R/R*
Alachua Habitat for Humanity, Inc.
2317 SW 13th Street
Gainesville, FL 32608

A copy of any notice hereunder shall also be sent to:

J. K. "Buddy" Irby
Clerk of the Circuit Court
Post Office Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

9. *Amendments.* It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality.

10. *Annexation.* This agreement is not intended to be, and indeed is not, a "development agreement" within the meaning of Section 163.3220-163.3243, F.S. The parties shall not be deprived of their rights and obligations, and this agreement shall not be terminated, modified, or affected, by operation of a municipal annexation.

11. *Indemnification.* Habitat agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited

to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Habitat and other persons employed or utilized by Habitat in the performance of this agreement.

12. ***Default and Termination.*** The failure of either party to comply with any provision of this agreement will place that party in default. Prior to terminating the agreement, the non-defaulting party will notify the other party in writing. This notification will make specific reference to the provision which gave rise to the default. The County may terminate this agreement for any reason after providing Habitat thirty (30) days notice prior to the effective date of the termination.

13. ***Assignment of Interest.*** Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

14. ***Successors and Assigns.*** The County and Habitat each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

15. ***Collusion.*** By signing this agreement, Habitat declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

16. ***Conflict of Interest.*** Habitat warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Habitat shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

17. ***Third Party Beneficiaries.*** This agreement does not create any relationship with, or any rights in favor of, any third party.

18. **Permits.** Habitat will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

19. **Prohibition Against Contingent Fees.** Habitat warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for Habitat to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Habitat any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

20. **Project Records.** All records relating in any manner whatsoever to the project, which are in the possession of Habitat shall be made available to the County for inspection and copying upon written request of the County and shall be kept for a period of three (3) years after the completion of all work to be performed or as required by Chapter 119, Florida Statutes (Public Records) and schedules published by the Bureau of Archives and Records Management, whichever shall be greater. Additionally, said records shall be made available, upon request by the County to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

21. **Independent Contractor.** In the performance of this agreement, Habitat is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Habitat is solely responsible for the means, method, technique, sequence, and procedure utilized by Habitat in the full performance of the agreement.

22. **Laws & Regulations.** Habitat will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Habitat is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Habitat is not familiar with state and local laws, ordinances, code rules and regulations, Habitat remains liable for any violation

and all subsequent damages or fines.

23. *Severability.* If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

24. *Non Waiver.* The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

25. *Governing Law and Venue.* This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

26. *Attachments.* All exhibits attached to this agreement are incorporated into and made part of this agreement.

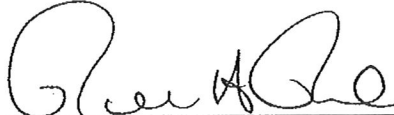
27. *Captions and Section Headings.* Captions and section headings used herein are for convenience only and shall not be used in construing this agreement.

28. *Construction.* This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

29. *Entire Agreement.* This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.


IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

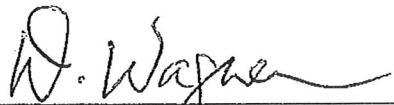
By: 
Randall H. Reid, County Manager

Date: Nov 8 2005

WITNESS TO MR. REID:



APPROVED AS TO FORM


Alachua County Attorney

ATTEST:

ALACHUA HABITAT FOR HUMANITY,
INC.

By: Debby Knopf

By: Kenneth Duffield

Date: 10/11/05

Date: 10/11/05

Print: Debby Knopf

Print: Kenneth Duffield

Title: Vice President
Alachua Habitat For Humanity

Title: Acting Executive Director

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EXHIBIT A
HABITAT FOR HUMANITY
DEVELOPMENT PROPERTIES

Celebration Oaks Properties			2004 Assessed		2004 Taxable Value
Last Name	First Name	Parcel ID Number	Value	Exemption	
Coleman	Jackie	16134-100-001	400	400	0
Filer	LaKendra	16134-100-002	400	400	0
Wade	Yolanda	16134-100-003	400	400	0
Lee	Raymond & Leann	16134-100-004	400	400	0
Johnson	Betty	16134-100-009	400	400	0
Alachua Habitat for Humanity		16134-100-005	400	400	0
Alachua Habitat for Humanity		16134-100-006	400	400	0
Alachua Habitat for Humanity		16134-100-007	400	400	0
Alachua Habitat for Humanity		16134-100-008	400	400	0
Alachua Habitat for Humanity		16134-100-010	400	400	0
Alachua Habitat for Humanity		16134-100-011	400	400	0
Alachua Habitat for Humanity		16134-100-012	400	400	0
Alachua Habitat for Humanity		16134-100-013	400	400	0
Alachua Habitat for Humanity		16134-100-014	400	400	0
Alachua Habitat for Humanity		16134-100-015	400	400	0
Alachua Habitat for Humanity		16134-100-016	400	400	0
Alachua Habitat for Humanity		16134-100-017	400	400	0
Alachua Habitat for Humanity		16134-100-018	400	400	0
Alachua Habitat for Humanity		16134-100-019	400	400	0
Alachua Habitat for Humanity		16134-100-020	400	400	0
Alachua Habitat for Humanity		16134-100-021	400	400	0
Alachua Habitat for Humanity		16134-100-022	400	400	0
Alachua Habitat for Humanity		16134-100-023	400	400	0
Alachua Habitat for		16134-100-024	400	400	0

Humanity					
Alachua Habitat for Humanity		16134-100-025	400	400	0
Alachua Habitat for Humanity		16134-100-026	400	400	0
Alachua Habitat for Humanity		16134-100-027	400	400	0
Alachua Habitat for Humanity		16134-100-028	400	400	0
Alachua Habitat for Humanity		16134-100-029	400	400	0
Alachua Habitat for Humanity		16134-100-030	400	400	0
Alachua Habitat for Humanity	Phase 2	16134-051-074	17,800	17,800	0
Sub-Total			29,800	29,800	0

All Other Habitat Owned Parcels			2004 Assessed	Exemption	2004 Taxable Value
Name	Parcel ID Number	Value			
Alachua Habitat for Humanity	00423-001-000	6,000	6,000	0	
Alachua Habitat for Humanity	00425-001-000	2,000	2,000	0	
Alachua Habitat for Humanity	03950-004-000	1,600	1,600	0	
Alachua Habitat for Humanity	04964-004-000	2,100	0	2,100	
Alachua Habitat for Humanity	11028-000-000	6,000	6,000	0	
Alachua Habitat for Humanity	11029-000-000	3,000	0	3,000	
Alachua Habitat for Humanity	11129-002-000	2,000	2,000	0	
Alachua Habitat for Humanity	11129-003-001	2,000	2,000	0	
Alachua Habitat for Humanity	11552-001-000	6,600	6,600	0	
Alachua Habitat for Humanity	11817-001-000	63,370	25,000	38,370	
Alachua Habitat for Humanity	15696-007-000	322,300	322,300	0	
Alachua Habitat for Humanity	16134-009-000	7,000	7,000	0	
Alachua Habitat for Humanity	16134-009-001	7,000	7,000	0	
Alachua Habitat for Humanity	16189-001-029	5,000	0	5,000	
Alachua Habitat for Humanity	16247-018-000	2,000	2,000	0	
Alachua Habitat for Humanity	16247-019-000	2,000	2,000	0	
Alachua Habitat for Humanity	16247-022-000	2,200	2,200	0	
Alachua Habitat for Humanity	16520-009-000	9,000	9,000	0	

Alachua Habitat for Humanity		19586-001-004	4,500	4,500	0
Alachua Habitat for Humanity		19586-001-005	4,500	4,500	0
Sub-Total			460,170	411,700	48,470

Pending Closings			2004 Assessed		2004 Taxable Value
Last Name	First Name	Parcel ID Number	Value	Exemption	
McCray	Sheila	15955-007-000	62,700	62,700	0
Belle	Carmen	16186-025-000	5,500	0	5,500
Jones	Adriane&Craiquroy	03239-004-000	4,800	0	4,800
Sub-Total			73,000	62,700	10,300

Homeowner Land Records			2004 Assessed		2004 Taxable Value
Last Name	First Name	Account Number	Value	Exemption	
Alston	Rosa	11180-002-000	34,780	34,780	0
Ashraf	Mohammed & Deborah R	04147-011-000	65,250	25,000	40,250
Aycox	Roxie	14330-001-000	34,580	25,000	9,580
Batie	Cynthia	11818-001-000	51,890	25,000	26,890
Batie	Sudie	14080-003-000	38,510	25,500	13,010
Bradley	Norma Jene	11471-000-000	52,130	25,000	27,130
Bryant	Brenda	10920-007-000	47,760	25,000	22,760
Clark	Arthur & Avis	11038-000-000	66,670	25,000	41,670
Davis	Dianne	11423-000-000	35,780	35,780	0
Dixon	Janis	16189-003-003	44,880	25,000	19,880
Farr	Dorothy	14080-002-000	41,580	25,000	16,580
Ford	Cheryl	11817-000-000	53,350	25,000	28,350
Garrison	Lula	03544-000-000	45,210	25,000	20,210
Godbolt	Veneice	14312-000-000	37,690	25,000	12,690
Grant	Grant & Grant(Gloria)	05599-004-000	60,220	25,000	35,220
Guider	Rosie	08874-018-000	58,840	25,000	33,840
Hill	Carlton & Irish	13652-000-000	40,110	25,000	15,110
Hollie	Eli & Mary	19807-005-000	69,380	25,000	44,380
Irving	Gloria	11180-000-000	41,070	25,000	16,070
Jacobs	Wille & Arenetta	11840-000-000	62,380	25,000	37,380
James	Cathy	03513-000-000	54,360	25,000	29,360
Johnson	Christine	11109-001-000	42,220	25,000	17,220
Joiner	Cedric & Shanetta	11476-000-000	74,600	25,000	49,600
Kimmons	Janet & Jay Pardun	07814-010-043	72,150	72,150	0
Lee	Karen	11465-000-000	48,410	25,000	23,410
Lockley	Tamara	11035-000-000	61,850	25,000	36,850
Marks	Bernad & Della	03284-000-000	53,820	25,000	28,820
Maxwell	Betty Jo	14311-000-000	45,300	0	45,300
McCoy	Shirley	16189-003-001	43,850	25,000	18,850
McCoy	Shirley	16189-003-002	2,500	0	2,500
McFaddin	Buster	13619-000-000	39,570	25,500	14,070

Miller	Elaine	16189-001-014	50,470	25,000	25,470
Miller	Elaine	16189-001-015	2,500	0	2,500
Milton	Michael & Teresa	04477-005-010	93,800	25,000	68,800
Morrison	Jeffrey & Victoria	13576-000-000	56,330	25,000	31,330
Morrison	Jeffrey & Victoria	13601-000-000	800	0	800
Murray	Jacqueline	11214-002-000	57,590	25,000	32,590
Patterson	Helen	14080-004-000	40,560	25,000	15,560
Payne	Dorothy	16187-018-000	54,240	25,000	29,240
Payne	Elaine	11552-002-000	52,940	25,000	27,940
Payne	Elaine	11552-003-001	1,500	0	1,500
Perkins	Vera	11818-000-000	43,870	25,000	18,870
Peterson	Norman & Regina	08877-010-000	44,610	25,000	19,610
Plummer	Phyllis D	10866-100-004	58,620	25,000	33,620
Presley	Irene	13596-000-000	65,190	25,000	40,190
Rivera	Castiblanco & Rivera	03792-000-000	81,490	25,000	56,490
Sanders	Lisa	06065-020-016	101,700	25,000	76,700
Scott	Gwendolyn	11276-005-000	44,130	25,000	19,130
Scott	Margaret	14080-005-000	41,910	25,000	16,910
Sharpe	Margaret	10920-008-000	43,770	43,770	0

Homeowner Land Records			2004 Assessed		2004 Taxable Value
Last Name	First Name	Account Number	Value	Exemption	
Taylor	Deloris	13649-000-000	46,270	45,500	770
Taylor	Mary	10920-006-000	43,770	25,000	18,770
Turner	Elnora	19807-002-000	45,200	25,000	20,200
Walker	Bridgette	11804-000-000	40,790	25,000	15,790
Walker	James	11840-001-000	38,350	25,000	13,350
Weihe	Tracy	08874-019-000	62,910	25,000	37,910
White	Moses & Geneva	03131-088-00	44,600	25,000	19,600
Williams	Dorothy	11128-006-000	45,160	25,000	20,160
Williams	Colson & Williams(Zina)	08307-001-000	59,030	18,580	40,450
Wilson	Rezella	16187-010-000	60,150	25,000	35,150
Wright	Eugene & Mary	00382-024-000	47,120	25,000	22,120
Sub-Total			2,990,060	1,501,560	1,490,504
Total Properties			3,553,030	2,005,760	1,549,274