

**ALACHUA COUNTY/CITY OF GAINESVILLE
SPECIAL NEEDS HOUSING PROGRAM**

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____, * by and between:

the Alachua County Board of County Commissioners, Alachua County, Florida, hereinafter referred to as the **County**,

the City of Gainesville, a municipal corporation in Alachua County, Florida, hereinafter referred to as the **City**, and

St. Francis House, Inc., a Florida nonprofit corporation, hereinafter referred to as the **Provider**

For the period July 1, 2000, to June 30, 2001.

WITNESSETH

WHEREAS, the County and the City have been awarded State Housing Initiatives Partnership (SHIP) Program funds for State Fiscal Year 1998-99, pursuant to §420.907 et seq., Florida Statutes, as amended, which provides for the implementation of projects designed to address the affordable housing needs of very low, low, and moderate income persons; and,

WHEREAS, the County and the City have each adopted a Local Housing Assistance Plan (LHAP), in accordance with Rule Chapter 67-37, Florida Administrative Code, which provide for the creation of a joint County-City Special Needs Housing Program; and

WHEREAS, said Act and Rule provide that the County and the City may contract with subrecipient organizations to administer and implement a project as set forth in said LHAPs; and,

WHEREAS, the County and the City have entered into an interlocal agreement establishing the Special Needs Housing Program to be jointly administered by the County and the City for the purpose of providing funding for housing for persons who have special housing needs residing in Alachua County; and

WHEREAS, it is in the interest of the County and the City and consistent with said interlocal agreement to enter into this agreement with the Provider to implement the project set forth herein for the benefit of low and very low income residents of Alachua County;

* Latest of the dates of approval by the respective parties.

NOW, THEREFORE, in consideration of these mutual promises and covenants, the parties hereto agree as set forth in the following sections of this Agreement.

PROVIDER

1. The Provider is St. Francis House, Inc., a not-for-profit corporation, chartered by the Secretary of State under the laws of the State of Florida.

DOCUMENTS INCORPORATED BY REFERENCE

2. The following documents are incorporated herein by this reference and made a part hereof:

Attachment 1:	Scope and Schedule of Services
Attachment 2:	Project Budget
Attachment 3:	SHIP Financial Report
Attachment 4:	SHIP Program and Activity Status Report
Attachment 5:	SHIP Beneficiary Sheet
Attachment 6:	SHIP Program Income Report
Attachment 7:	Direct Benefit Activity Application
Attachment 8:	Program Guidelines
Attachment 9:	Insurance Required

COORDINATION

3. The Provider agrees to carry out the specified project under the general coordination of the County's Department of Growth Management and the City's Department of Community Development. The Director of the Department of Growth Management or designee is the County's representative and the Director of the Department of Community Development or designee is the City's representative under this Agreement.

NOTICES

4. Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand, or statement hereunder from either party to the others shall be in writing and shall be deemed to have been given when either delivered personally or deposited in the U.S. Mail in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing as aforesaid, to the other party a notice stating the changed address. The addresses of the County, the City, and the Provider are as follows:

County: Director, Department of Growth Management
SHIP Program
10-300 SW 2nd Avenue
Gainesville, FL 32601-6294

City: Housing Division Manager
City of Gainesville
P.O. Box 490, Station 10-B
Gainesville, FL 32602-0490

Provider: Executive Director
St. Francis House, Inc.
413 S. Main Street
Gainesville, FL 32601

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

Clerk of the Circuit Court
P. O. Box 939
Gainesville, FL 32602.

SCOPE AND SCHEDULE OF SERVICES

5. The Provider agrees to implement the project as described in **ATTACHMENT 1**, Scope and Schedule of Services, for the principal benefit of eligible low and very low income persons as defined in **ATTACHMENT 8**, Program Guidelines, and residing in Alachua County at the time services are rendered.

FUNDING AND PAYMENT PROCEDURES

- 6.1 The County and City agree to disburse grant funds to the Provider for the specified project during the period of this Agreement in the maximum amount of **Sixty thousand dollars (\$60,000.00)**, unless the maximum amount is increased by mutual agreement of all parties to the Agreement. Such funds must be spent by the Provider in strict accordance with the authorized distribution of funds, as detailed in **ATTACHMENT 2**, Project Budget. If the maximum amount of the Agreement is increased, such additional funds must be spent by the Provider in strict accordance with the authorized distribution of funds, as detailed in an accompanying amendment to **ATTACHMENT 2**. Such expenditures must be made in the manner and for the purposes described in **ATTACHMENT 2**.
- 6.2 Only direct costs for the specified project as described in **ATTACHMENT 2**, Project Budget, are eligible for funding.
- 6.3 Budget Amendment. The Provider may from time to time amend line items of **ATTACHMENT 2**, Project Budget, provided the total amount of such amendments does not exceed ten percent (10%) of the budget, total program delivery costs (soft costs) do not exceed fifteen percent (15%) of total project costs, and the total contract amount does not change. The Provider shall promptly notify the County and the City of such amendments in writing as they occur.

Budget amendments not meeting the above guidelines but not changing the total contract amount may be made only upon prior written approval of the Alachua County Director of the Department of Growth Management and the City of Gainesville Community Development Director.

Budget amendments changing the total contract amount must be made consistent with the requirements of Section 23 of this Agreement.

6.4 Payments will be made by the County to the Provider in accordance with the following procedures:

- a. The County will reimburse the Provider on a monthly basis for each request under this Agreement based on actual expenditures which are properly documented as eligible costs. Payment will be contingent upon the submission of monthly expenditure reports, along with required source documentation, beginning with the first month of this Agreement. It is fully and expressly agreed that the County's determination as to the acceptability of the subject Financial Report, as well as all supporting documentation for same, shall be conclusive.

Monthly expenditure reports must be received by the County within 20 days of the close of the month for which payment is requested and must be submitted according to the format established in **ATTACHMENT 3, SHIP Financial Report**. The Financial Report form shall certify that these amounts have not been submitted to or reimbursed by the County or the City under any other contract or by any other agency and shall be signed by the Provider's Chief Executive Officer.

- b. Invoices, monthly SHIP Financial Reports and accompanying support documentation shall be sent to:

Director, Department of Growth Management
SHIP Program
10-300 SW 2nd Avenue
Gainesville, FL 32601-6294

The name and address of the official payee to whom payments shall be made by the County under this agreement is:

St. Francis House, Inc.
413 S. Main Street
Gainesville, FL 32601

- c. The Provider must submit the final request for payment and SHIP Financial Report to the County no later than 30 days after this Agreement ends or is terminated. If the Provider fails to do so, all right to payment is forfeited, and the County will not honor any request submitted after the aforesaid time period. Any payment due the Provider under the terms of this Agreement may be withheld until all reports due from the Provider, and necessary adjustment(s) thereto, have been approved by the County.
- d. The Provider will allow 15 business days from the date of the County's receipt of acceptable payment requests for the County to process payments.

- 6.5 Payments to the Provider shall be limited to one per month. Any funds not drawn down for a given month, may be drawn down in a subsequent month as long as the amount does not exceed the maximum amount authorized at that time by this Agreement. All costs must be encumbered prior to the expiration of this Agreement and all work completed within ninety (90) days of the expiration of the Agreement to be eligible for reimbursement.
- 6.6 Any unused or residual funds remaining at the termination of this Agreement shall be retained by the County and the City.

REPORTING

- 7.1 No later than the twentieth (20th) day of the month following the end of each monthly period of this Agreement, the Provider shall furnish the County with a **SHIP Activity Status Report, ATTACHMENT 4**. The Activity Status Report must document Provider performance in implementing the project described in **ATTACHMENT 1, Scope and Schedule of Services**. The Activity Status Report must also be accompanied by **ATTACHMENTS 5, SHIP Beneficiary Sheet; 6, SHIP Program Income Report; and 7, Direct Benefit Activity Application**, as appropriate. Failure to submit a timely Activity Status Report and accompanying information required in said Attachments may result in delay or forfeiture of payment under this Agreement.
- 7.2 The final Activity Status Report and accompanying Attachments shall be due no later than 45 days after the expiration of this Agreement.
- 7.3 The Provider shall document compliance with applicable local, State and Federal non-discrimination and affirmative action regulations.
- 7.4 The Provider agrees to submit to the County and the City such additional project and financial data, including beneficiary identifiable data, as may be requested by the County or the City for inclusion in the County's or City's SHIP Annual Report.

PROJECT BENEFICIARY INCOME COMPLIANCE AND MONITORING

- 8.1 The Provider agrees that, during the term of this Agreement and for a period of 15 years following project completion, at least 50% of the beneficiaries served by the project must have household income that is less than 50% of the current area median income for Alachua County, as revised from time to time, adjusted for family size. The remaining beneficiaries must have household income of less than 80% of the current area median income for Alachua County, as revised from time to time, adjusted for family size.
- 8.2 The Provider further agrees to enter into a Grant Acceptance Agreement with the City and the County prior to project completion:
 - a. To document and monitor the annual anticipated gross income of said project beneficiaries: (1) during the term of this Agreement and for a period of 15 years thereafter, and (2) upon

entry of said beneficiaries into the project and on at least an annual basis thereafter for the duration of the 15-year period;

- b. To document income using forms provided by the City and the County, consistent with applicable provisions of this Agreement and all Attachments thereto and with the applicable laws, orders, and regulations referenced in Section 17 of this Agreement; and
- c. Providing for recapture provisions for assistance provided should income compliance and monitoring requirements not be met.

AGREEMENT DURATION, EXTENSION AND TERMINATION

- 9.1 This Agreement shall be effective for the period from July 1, 2000, to June 30, 2001, unless extended or terminated sooner in accordance with this Section. However, the grant disbursement is contingent upon obtaining all applicable permits and development orders from the appropriate regulatory agencies including, but not limited to, the City of Gainesville.
- 9.2 In the event the County and the City determine on the basis of a review of the Provider's performance that the requirements of this Agreement have not been met, the County and the City may jointly take one or more of the actions authorized in Paragraphs 9.4 and 9.5 of this Section. In each instance, the action taken will be designed to, first, prevent a continuance of the deficiency (lack of progress, non-conformance, non-compliance, lack of continuing capacity); second, mitigate any adverse effects or consequences of the deficiency to the extent possible under the circumstances; and third, prevent a recurrence of the same or similar deficiencies.
- 9.3 If the County and the City determine that the requirements of this Agreement have not been met, they may take one or more of the following actions, as appropriate to the circumstance:
 - a. Request the Provider to submit additional information:
 - Concerning the administrative, planning, budgeting, management, and evaluation functions to determine any reasons for lack of progress,
 - Explaining any actions being taken to correct or remove the causes for delay,
 - Documenting that activities undertaken were in conformance with this Agreement or in compliance with applicable laws or regulations,
 - Demonstrating that the Provider has a continuing capacity to carry out the approved project in a timely manner, or
 - As may be appropriate.
 - b. Request the Provider to submit revised progress schedules for completing required activities.

- c. Issue a letter of warning that advises the Provider of the deficiency and puts the Provider on notice that further sanctions, including those listed in Sections 9.5 and 9.6 of this Agreement, will be taken if the deficiency is not corrected or is repeated.

9.4 If the County and the City determine that the Provider has materially failed to comply with the requirements of this Agreement, they may take one or more of the following actions as appropriate to the circumstance:

- a. Advise the Provider to suspend, discontinue or not incur costs on current or future activity under the Agreement,
- b. Advise the Provider to reimburse the County and the City for any amount improperly expended,
- c. Temporarily withhold payments pending correction of the deficiency by the Provider or more severe enforcement action by the County and the City,
- d. Disallow all or part of the cost of the activity or action not in compliance,
- e. Terminate the Agreement in accordance with Section 9.6,
- f. Withhold further agreements with the Provider, or
- g. Take other remedies that may be legally available.

9.5 If the County and the City determine that it is necessary to suspend or terminate this Agreement, they may do so by giving prior written notice to the Provider of such suspension or termination and specifying the effective date thereof, at least ten (10) days before the effective date of such suspension or termination. Upon such suspension or termination, the Provider shall be entitled to payment of such amount as reasonably determined by the County and the City for work satisfactorily performed prior to the suspension or termination date; provided, however, that no allowance shall be made for suspension or termination expenses.

If funds to finance the Agreement become unavailable, the County and the City may terminate the Agreement with no less than twenty-four (24) hours notice in writing to the Provider. The County and the City will be the final authority as to the availability of funds. The County and the City will pay the Provider for all work completed prior to any notice of termination.

9.6 Except as provided in Paragraphs 9.5 and 9.6 of this Section, this Agreement may be terminated by any party, without cause, upon prior written notification to the other parties, specifying the termination date, which in no event shall be less than sixty (60) days from the date such notice is given, setting forth the reason(s) for such termination. In the event of such termination, the Provider shall be paid such amount as shall compensate for work satisfactorily performed prior to the termination date. Such amount shall be determined by the County and the City, and all costs shall be subject to prior approval by the County and the City. Termination under this paragraph shall not give rise to any claim for causes of action against the County or the City, their employees, agents, or officers, including, but not limited to, causes of action in contract or tort or for damages or for compensation in addition to that provided hereunder.

ACCOUNTABILITY

- 10.1 The Provider agrees to maintain such property, personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement and to allow for the audit of SHIP funds by the County, City, State Department of Community Affairs, Florida Housing Finance Corporation (FHFC), State Comptroller and/or their designees. Funds provided by the County and the City for the SHIP Special Needs Housing Program shall be accounted for in a separate fund with a set of accounts that are independent of other program accounts. The Provider shall comply with the applicable policies, guidelines and requirements of Office of Management and Budget (OMB) Circulars A-110 and A-122, incorporated by reference into this Agreement, as they relate to the receipt and use of SHIP funds.
- 10.2 All records and accounts related to this Agreement shall be retained for and be subject to inspection, review or audit by the County, City, and State for a period of three (3) years following the date of submission of the County's and City's Annual Report to the State in which the project under this Agreement is reported. Such review shall be during the regular working hours of the Provider following reasonable notice. Upon request, the Provider shall transfer copies of these records and accounts to the custody of the County and the City in order to ensure their accountability for such a period.

AUDIT

11. The Provider agrees to have an annual audit of financial statements performed in accordance with the Government Auditing Standards developed by the Comptroller General of the United States. Such audit shall comply with OMB Circular A-133, incorporated herein by reference. The audit shall be performed annually for the Provider's entire organization, shall cover the Provider's fiscal year, and shall include specific review of the SHIP Program. It shall be performed by auditors who meet the independence standards specified in OMB Circular A-133.

The Provider shall ensure that audit workpapers and reports are retained for a minimum of three (3) years from the date of the audit report, unless the Provider is notified in writing by the County or the City to extend the retention period. The Provider shall also ensure that audit workpapers are made available upon request to the County, City, or their designees.

Two (2) copies of the audit report shall be submitted to the County's Department of Growth Management and the City's Department of Community Development, respectively, within 30 days after the completion of the audit, but in no case should the audit be completed and the report submitted later than 120 days after the end of the Provider's fiscal year. If a management letter or any other reports or correspondence relating to audit findings or recommendations are issued in connection with the audit, copies shall accompany the audit report.

EMPLOYMENT OF RELATIVES

12. The Provider agrees to regulate the employment of persons related to its officials or employees. No person shall be employed by Provider when he or she is related to a person where one should be in a supervisory or administrative capacity over the other. The term "related" means brothers, sisters, children, husbands, and wives. The term "employed" means to hire the person to carry out specific job responsibilities.

CONFLICT OF INTEREST

13. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, the City, or the Provider who exercises or has exercised any functions or responsibilities with respect to activities assisted with SHIP funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a SHIP-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, as defined in Chapter 112, Part III, Florida Statutes, during their tenure or for one year thereafter.

LOBBYING

- 14.1 The Provider shall not use funds under this Agreement to directly or indirectly support, defeat or influence:
 - a. The outcome of any Federal, State, or local election, referendum, initiative, or similar procedure, or
 - b. The introduction, enactment, or modification of any pending Federal, State, or local legislation.
- 14.2 The Provider also certifies that:
 - a. No State appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of the Florida State Legislature, or an employee of a Member of the Legislature in connection with the awarding of any state or local contract, the making of any state or local grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan, or cooperative agreement.
 - b. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Florida State Legislature, an officer or employee of the Legislature, or an employee of a Member of Legislature in connection with this Agreement, the Provider shall complete and submit to the County and the City Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

INDEPENDENT CONTRACTOR

15. In the performance of this Agreement, the Provider will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County or the City. The Provider shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Provider in the full performance of the Agreement. Neither the Provider nor any of its employees, officers, agents or any other individual directed to act on behalf of the Provider for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County or the City.

INDEMNIFICATION

16. The Provider shall be required to indemnify, protect, defend, and hold the County and the City and their respective officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, or actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction), defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, shall be included in the indemnity hereunder. The Provider further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. The Provider agrees that its indemnification of the County and the City shall extend to any and all work performed by the Provider, its subcontractors, employees, agents, servants, or assigns.

This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Provider's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County, the City, and the Provider.

In any and all claims against the County, the City, or any of their respective agents or employees by any employee of the Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 16 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Provider or any subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

SOVEREIGN IMMUNITY

17. The parties agree that nothing in this agreement shall be interpreted as a waiver of the County's or the City's sovereign immunity under Section 768.28, Florida Statutes.

INSURANCE

- 18.1 Public Liability Insurance. Before commencing services under this Agreement and without limiting its liability under this Agreement, the Provider shall maintain insurance coverages of the types and in the amounts identified in **ATTACHMENT 9, Insurance Required.**
- 18.2 Fidelity Insurance. In addition, Provider shall procure and maintain fidelity insurance covering all officers, employees and agents of the Provider authorized to handle funds received or disbursed under this Agreement in an amount equal to the funding provided through this Agreement.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND LAWS

- 19.1 The Provider shall comply with all applicable laws, orders and regulations of the Federal, State and local governments as they pertain to this Agreement. These include but are not limited to provisions of Section 420.907 - .9079, Florida Statutes, Rule Chapter 9I-37, Florida Administrative Code, the County's and City's Local Housing Assistance Plans, respectively, the Alachua County Housing Initiatives Partnership Ordinance 93-11, as well as other applicable State and Federal laws and regulations.
- 19.2 Nothing in this grant agreement entitles or vests the Provider with any right or entitlement to any building, zoning, development order or land development code approvals without separate application and review by the City of Gainesville. Any required development orders or other permits must be applied for and received by the Provider prior to the disbursement of grant funds.

SHIP FUNDING RECOGNITION

20. The Provider shall include in all advertisements, newsletters, and/or promotions that refer specifically to the project assisted hereunder, a statement that the project is funded in whole or in part by Alachua County/City of Gainesville State Housing Initiatives Partnership Program.

FINANCIAL OBLIGATION OF THE COUNTY AND CITY

21. This Agreement is not a general obligation of the County or the City, nor does it constitute a pledge of the full faith and credit of the County or the City, but shall be a commitment only as to the County's and the City's State Housing Initiatives Partnership funds for State Fiscal Year 1996-97. In the event there are insufficient monies available in the Housing Assistance Trust Fund to meet the commitments of the County and the City created by this Agreement, the County and the City will have no further commitments under this Agreement and shall not be considered in breach thereof.

ASSIGNMENT BY PROVIDER

22. The Provider shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any interest in this Agreement without the prior consent of the County and the City in writing.

CHANGES/AMENDMENTS

23. The County, City, or Provider may, from time to time, request changes in the scope and schedule of services to be performed hereunder. Changes in line item budgeted amounts are permissible as provided in Section 6.3 of this Agreement and an extension of the Agreement is permissible as provided in Section 9.2 of this Agreement. However, any increase or decrease in the total amount of funding or any other change or amendment shall be negotiated by the County, City, and Provider, and if mutually agreeable, shall be incorporated as written amendments to this Agreement and shall be executed with the same formalities as this Agreement.

LAW AND VENUE

24. This Agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

NO THIRD PARTY BENEFICIARIES

25. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

SEVERABILITY

26. If any term or provision of this Agreement be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

NON-DISCRIMINATION

27. By full execution of this Agreement, Provider hereby agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

ENTIRE AGREEMENT

28. This contract constitutes the entire agreement between the parties hereto pertaining to the Scope of Services and all other Attachments hereunder. All negotiations and oral agreements are included herein.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Penelope Wheat, Chair
Board of County Commissioners

APPROVED AS TO FORM:

Alachua County Attorney

CITY OF GAINESVILLE

By: _____
Wayne Bowers, City Manager

APPROVED AS TO FORM & LEGALITY:

City of Gainesville Attorney

ST. FRANCIS HOUSE, INC.

By: _____
Print/type: _____, Chair
St. Francis House Board of Directors

ATTEST:

J. K. "Buddy" Irby, Clerk

(SEAL)

WITNESS:

(SEAL)

ATTEST:

Corporate Secretary

(SEAL)

ATTACHMENT 1

1A SCOPE AND SCHEDULE OF SERVICES

1B PROJECT BUDGET

ATTACHMENT 1 SCOPE AND SCHEDULE OF SERVICES

One location will be used to house 32 individuals for a project developed by the Alachua County Housing Authority and the St. Francis House in an effort to fulfill the housing needs of the working homeless population. Along with providing housing for a significant homeless population, the SRO (Stability and Responsibility generates Opportunity) Project will also serve the much needed purpose of alleviating the tremendous strain on emergency shelter providers.

The rehabilitation of the property will begin with an inspection to identify all repairs necessary to bring the building to the current minimum building code requirements. Roofing, electrical, plumbing, heating/air conditioning, structural, and thermal protection systems will be addressed. Site work will include removal of debris. The building will have a large common room, an eating and cooking area, and approximately one bathroom for every three bedrooms. The building will have one main secured entrance and each bedroom will have its own exterior type door and lockset. All rooms will be equipped with at least one ingress/egress window and a hard wired smoke detector. All other necessary improvements and repairs will be accomplished in accordance with local and regional building specifications.

Each individual will have a private, secure, safe and sanitary living space/bedroom. Because the population served may not be ready for the upkeep of an entire apartment, this scale is advantageous.

All main entrances, as well as one bathroom per building, will be made handicap accessible. All applicable laws pertaining to this subject will be observed.

The safety of the residents of the SRO Project will also be addressed. The physical structure will be maintained by the Alachua County Housing Authority's maintenance staff. This staff will promptly eliminate any and all safety hazards. Alachua County Housing Authority has developed close relationships with local law enforcement agencies which would be responsible for abating criminal activity in the area. In addition, an on-site resident manager will be available for emergencies.

As part of the self-sufficiency program, residents will be required to deposit a percentage of their income into a savings plan managed by the Alachua County Housing Authority. This money will be held until the individual leaves the transitional housing program, for use as security and utility deposits. Use of this savings plan must be documented for the specific purpose of leading towards self-sufficiency.

(1) **Project Staffing:**

The SRO Self-Sufficiency Program Case Manager, hired by the St. Francis House, will be the primary person responsible for making sure each participant receives the services he or she requires. Needs will be assessed by the case manager when each individual applies to the SRO Project and will be tracked every other month. The Alachua County Housing Authority will serve as the fiscal agent for the project and will be contracted with for services related to building maintenance.

(2) **Internal Control Procedures:**

All rental guidelines will be insured through the Alachua County Housing Authority's Section 8 administration office. Program guidelines applicable to program recipients will be reviewed through the screening process at the St. Francis House with the case manager.

(3) **Sub-contracting Procedures:**

The St. Francis House will obtain the sufficient documents and procedures by contracting with the Alachua County Housing Authority. The activities will include preparing a scope of work and cost estimate, preparing construction contract documents, obtaining bids and proposals from contractors, as well as conducting bid opening.

- (4) Schedule for Implementation:
- | | |
|--------------------------------|-------------------------------|
| Permitting and Proceed Date | July-August, 2000 |
| Construction | August, 2000 - February, 2001 |
| Hire Case Manager | October, 2000 |
| Interview and Select Residents | December, 2000 - June, 2001 |

All Alachua County/City of Gainesville SHIP State Fiscal Year 1998-99 funds must be expended by June 30, 2001.

**ATTACHMENT 2
BUDGET**

PROJECT ITEMIZATION	ITEMIZED COST	SHIP FUNDS
Construction Soft Costs (Appraisal, architect design fee, insurance, closing costs, engineering, environmental assessment, legal, property taxes, surveys)	\$18,000.00	\$3,500.00
Construction Costs (demolition/debris removal, interior wall framing and repairs, floor coverings, cabinets and built-ins, electrical work, plumbing, walls and ceiling coverings and finishes, appliances, alarm system)	\$230,750.00	\$53,500.00
Other Costs	\$ 6,300.00	-0-
Project Contingency (May include any of the cost items listed above)	\$18,000.00	\$3,000.00
TOTAL PROJECT BUDGET	\$273,050.00	\$ 60,000.00

ATTACHMENT 3
SHIP SPONSORS FINANCIAL REPORT

ALACHUA COUNTY/CITY OF GAINESVILLE

SHIP SPONSORS FINANCIAL REPORT

A. Subrecipient Organization: _____

B. Reporting Period: _____

C. Program Revenues:

<u>Cash</u>	<u>Approved Budget</u>	<u>Current Period</u>	<u>Cumulative To-Date</u>	<u>Available Balance</u>
1. Alachua County/ SHIP Funds	\$60,000	_____	_____	_____
2. Subrecipient/Matching Contribution	\$ _____	_____	_____	_____
Total Cash Received	\$ _____	_____	_____	_____

D. Program Expenditures:

<u>Cash</u>	<u>Approved Budget</u>	<u>Current Period</u>	<u>Cumulative To-Date</u>	<u>Available Balance</u>
1. Construction Soft Costs	\$ 3,500	_____	_____	_____
2. Construction Costs	\$53,500	_____	_____	_____
3. Other Costs	_____	_____	_____	_____
4. Project Contingency	\$ 3,000	_____	_____	_____
5. Other	_____	_____	_____	_____
6. Other	_____	_____	_____	_____
Total Expenditures	\$60,000	_____	_____	_____

E. SHIP cash balance at end of this reporting period: \$ _____

F. SHIP funds now requested: \$ _____

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE DATA REPORTED HEREIN IS CORRECT, THAT THE AMOUNTS REPORTED HEREIN HAVE BEEN SPENT FOR A PUBLIC PURPOSE, AND THAT NONE OF THESE PAYMENTS, NOR ANY PORTION THEREOF, HAVE BEEN SUBMITTED TO OR REIMBURSED BY ANY OTHER PUBLIC OR PRIVATE ORGANIZATION OR PERSON OR BY THE COUNTY UNDER ANY OTHER AGREEMENT.

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

ATTACHMENT 4

SHIP PROGRAM AND ACTIVITY STATUS REPORT

SHIP ACTIVITY STATUS REPORT - PART II

PAGE _____ OF _____

AGENCY/DEPARTMENT:

REPORTING PERIOD:

REPORT AS APPROPRIATE:

Activity Status/Accomplishment Narrative

--

ATTACHMENT 5
PROGRAM SUMMARY AND GUIDELINES

**ATTACHMENT 5
ALACHUA COUNTY/CITY OF GAINESVILLE
SPECIAL NEEDS HOUSING PROGRAM
DIRECT BENEFIT ACTIVITY APPLICATION**

CASE #: _____ CENSUS TRACT # _____ # UNITS IN PROJECT: _____

APPLICANT/SSN: _____

CO-APPLICANT/SSN: _____

ADDRESS/PHONE: _____ / _____

FAMILY SIZE _____ Boys Ages _____ Girls Ages _____	INS. CO. _____ Fire _____ H.O. _____ Policy Amount \$ _____ Premium \$ _____	Circle <u>all</u> that apply: HOUSEHOLD: FOH _____ Elderly _____ White _____ VL Income _____ Low Income _____ Black _____ Mod Income _____ Over Income _____ Other _____ Handicapped _____
---	--	---

SOURCE MONTHLY GROSS TOTAL YEARLY GROSS \$ _____

1. _____	\$ _____	Medical Expenses (Excess 5% Gross)	\$ _____
2. _____	\$ _____	\$480.00 X Nbr. of Dependent Children	\$ _____
3. _____	\$ _____	TOTAL ADJUSTED INCOME	\$ _____
4. _____	\$ _____	(Not applicable to SHIP)	

**TYPE OF ASSISTANCE
(Circle)**

CO-FLOAT	DOWNPAYMENT ASSISTANCE	ERP	GAS CONVERSION	HOUSE RECYCLING
BASE REHAB	OWNER REHABILITATION	RENTAL REHAB	SUPPLEMENTAL ASSISTANCE	
	TEMPORARY/PERMANENT RELOCATION		SPECIAL NEEDS	

FUNDING SOURCE	MONTHLY PAYMENTS (If Applicable)
Cost Reduction Grant \$ _____	Principal & Interest \$ _____
H.O.M.E. Grant \$ _____	Escrow (Taxes; Ins.) \$ _____
Insulation Grant \$ _____	Special Assessments \$ _____
Rental Rehab Grant \$ _____	
SHIP Grant \$ _____	
Client Funds \$ _____	TOTAL MONTHLY PAYMENTS \$ _____
Revolving Loan (if applicable) \$ _____	
Deferred Payment Loan \$ _____	
TOTAL REHAB ESCROW ACCOUNT \$ _____	MORTGAGE POSITION
	1st _____ 2nd _____ 3rd _____ Insured/Uninsured

CONTRACTOR IDENTIFICATION

BUSINESS NAME/FED ID NBR _____

BUSINESS ADDRESS _____

DATE OF CONTRACT AWARD _____

TYPE OF CONTRACT _____

BUSINESS OWNER GENDER: _____

BUSINESS OWNER RACE/ETHNIC: (Circle) _____

AMOUNT OF CONTRACT AWARD \$ _____

OTHER _____

CONSTRUCTION _____

MALE _____ FEMALE _____

WHITE-BLACK-HISPANIC-ASIAN/PACIFIC ISLANDER-AMERICAN INDIAN/ALASKAN NATIVE

APPLICATION CERTIFICATION

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining housing assistance and is true and complete to the best of the applicant's knowledge and belief. Verification may be obtained from any source supplied by the applicant in support of this application for housing assistance.

SIGNATURE

DATE

SIGNATURE

DATE

LIABILITY FOR FALSE OR FRAUDULENT STATEMENT, U.S.C., TITLE 18, SEC 1001 PROVIDES:

"Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both."

ATTACHMENT 6

SHIP EMERGENCY REPAIR PROGRAM APPLICATION

ATTACHMENT 6

ALACHUA COUNTY/CITY OF GAINESVILLE
SPECIAL NEEDS HOUSING PROGRAM

SHIP PROGRAM INCOME REPORT

AGENCY NAME _____

REPORTING PERIOD _____ TO _____

(A) Balance of funds at beginning of reporting period \$ _____

(B) Additions: drawdowns from fund balance \$ _____

(C) Program income received source(s):

(D) Disbursements for prior reporting period activity \$ _____

(E) Balance of funds at end of reporting period \$ _____

ATTACHMENT 7
INCOME CERTIFICATION

ATTACHMENT 7

ALACHUA COUNTY / CITY OF GAINESVILLE SHIP PROGRAM

**INCOME CERTIFICATION
(WITH INSTRUCTIONS)**

1. Home Owner: Existing: _____ OR New Construction: _____
Closing Date: _____ Closing Date: _____

2. Rental: Move-In Date: _____
Is this (check one): Initial Certification _____ Annual Recertification _____

3. This Income Certification is being completed in connection with the undersigned's application for SHIP funding for housing located at:

Street Address: _____, Apt # _____, in _____, located in _____
County, Florida; # bedrooms: _____; total monthly mortgage payment (including taxes and insurance): \$ _____,
or monthly tenant rent: \$ _____.

4. Complete the following for all occupants of the unit:

Applicant Name	Relationship	Age	Social Security Number	Student Yes/No

NOTE: "Student" means a person not living with the person's parent or guardian who is eligible to be claimed by the person's parent or guardian as a dependent under the federal Income Tax Code and who is enrolled at least half time in a secondary school, vocational-technical center, community college, or university. The term does not include a person participating in a job training program approved by the county or the eligible municipality.

5. **Student Eligibility:** Are any of the applicants students enrolled at least half time and not eligible to be claimed as a dependent of his/her/their parent(s) or guardian for Federal Income Tax purposes?

Yes _____

No _____

Not Applicable _____

(NOTE: Students are eligible for SHIP assistance if he/she/they do not live with their parent(s) or guardian, and are not a dependent under IRS Code.)

6. **EMPLOYMENT STATUS** (if unemployed, attach unemployment affidavit **and** copy of last year's signed tax return)

Applicant:

Employer: _____

Position: _____

Years Employed: _____

Annual Salary: _____

Co-Applicant:

Employer: _____

Position: _____

Years Employed: _____

Annual Salary: _____

Other Household Members 18 Years or Older:

Employer: _____

Position: _____

Years Employed: _____

Annual Salary: _____

Employer: _____

Position: _____

Years Employed: _____

Annual Salary: _____

Employer: _____

Position: _____

Years Employed: _____

Annual Salary: _____

7. **COMPUTATION of ANNUAL ANTICIPATED GROSS INCOME**

STEP 1: Calculate Employment and Other Income for All Household Members Age 18 and Over. Use Anticipated Annual Income for 12 month period following date assistance is received.

ANTICIPATED ANNUAL EMPLOYMENT AND OTHER INCOME *				
Source	Applicant	Co-Applicant	Other Household Member 18 or Older	Other Household Member 18 or Older
Gross Salary (before deductions)				
Overtime Pay				
Commissions				
Fees				
Bonuses				
Interest and Dividends				
Net Income from Business				
Net Rental Income				
Social Security, Pensions, Retirement Funds, etc., Received Periodically				
Unemployment Benefits				
Worker's Compensation, etc.				
Alimony, Child Support				
Welfare, AFDC, Disability, etc., Payments				
Scholarships, Grants (portion intended for living expenses only)				
Other (describe)				
TOTALS				
GRAND TOTAL (Add total for each household member, above):				

* See Attachment 3, Qualification of Applicants, for explanation of included and excluded income.

STEP 2: Calculate Asset Income for ALL Household Members, Including Children 17 and Younger. Use Anticipated Annual Asset Income for 12 month period following date assistance is received.

ANTICIPATED ANNUAL ASSET INCOME *			
Asset Description	Household Member	Total Cash Value	Anticipated Annual Income from Asset
Cash			
Checking Accounts (Institution and Acct. #):			
Savings Accounts (Institution and Acct. #):			
Credit Union Accounts (Institution and Acct. #):			
Stocks, Bonds, Treasury Bills, Certificates of Deposit, Money Market Funds:			
Individual Retirement (IRA) and Keogh Account(s):			
Personal Property Held as an Investment (describe):			
Lump Sum Receipts (describe):			
Other (i.e., rental property, etc.) Describe:			
Assets disposed of for less than fair market value during past two years. Describe:			
1. TOTAL HOUSEHOLD ASSETS			-----
2. TOTAL ACTUAL ASSET INCOME			
3. If line 1 is greater than \$5,000, multiply line 1 by (.02) and enter result here; otherwise, leave blank			

* See Attachment 3, Qualification of Applicants, for explanation of included and excluded assets.

STEP 3: Calculate ANNUAL ANTICIPATED GROSS INCOME Based on Steps 1 and 2, above.

Annual Employment and Other Income: Enter Grand Total From Step 1, above	Annual Asset Income: Enter <u>the greater of</u> lines 2 and 3 from Step 2, above	TOTAL ANNUAL ANTICIPATED GROSS INCOME: Sum of Columns 1 and 2

8. **RESIDENT(S) STATEMENT:** The information on this form is to be used to determine maximum income for eligibility. I/We understand that ANNUAL ANTICIPATED GROSS INCOME includes total income from all sources (before taxes and withholding) of all adult persons and asset income of all persons, including minor persons, residing or intending to reside in the residence assisted by State Housing Initiatives Partnership (SHIP) funding. I/We certify that the information contained in this form is true and correct, accurately sets forth all information relevant to a determination of my/our household's ANNUAL ANTICIPATED GROSS INCOME as of the date hereof and to the best of my/our knowledge and belief, and is given under penalty of perjury. I/We agree to submit such other evidence of income as may be reasonably required by the participating lender or program administrator including, but not limited to, verification of employment and copies of federal income tax returns. In the event this Income Certification is executed more than five days prior to the date I/we intend to receive SHIP funds or to occupy the unit, I/we hereby agree to update and recertify the accuracy of the information herein provided as of the date I/we first receive SHIP funds or, in the case of rental, occupy the unit or as required by the program administrator.

For homeownership projects, applicants must certify occupancy or intent to occupy the assisted residence as a principal residence. I/we certify that I/we occupy the assisted residence as my/our principal residence, or that I/we will do so within sixty (60) days from the date of closing on a permanent financing loan or from completion of repairs.

For rental projects recertification of the income of tenants residing in this unit is required at least annually for 15 years. I/we hereby agree to provide acceptable verifications of current anticipated income for each person occupying the unit and to execute a Florida Housing Finance Agency Income Certification form at time of lease renewal or at least annually.

WARNING: Florida Statutes Chapter 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S. 775.082 or 775.83, Florida Statutes.

ALL HOUSEHOLD MEMBERS 18 AND OLDER MUST SIGN:

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____

AFFIDAVIT OF NO INCOME CHANGE

I am signing this AFFIDAVIT OF NO INCOME CHANGE to certify that my household income has not changed, since the time of the completion of my original Income Certification Form, dated _____. It is my understanding that my eligibility to receive assistance from the SHIP Program depends on my household income and that all of the information that has been reported and recorded on the Income Certification Form is true, accurate and current.

WARNING: Florida Statute 817 provides for penalties concerning making of false statements concerning income and assets.

Date of Loan Commitment/ Closing/ Lease Agreement/ Move-in/ Contract for Repairs (circle one, as appropriate):

Income Change: Yes _____ No _____

Applicant: _____

Date: _____

Income Change: Yes _____ No _____

Co-Applicant: _____

Date: _____

Income Change: Yes _____ No _____

Co-Applicant: _____

Date: _____

SHIP Administrator: _____

Date: _____

9. PROGRAM ADMINISTRATOR'S STATEMENT: Based on the representations herein and upon the proofs and documentation submitted, the household named in paragraph 4 of this Income Certification is eligible to participate in the SHIP Program and receive Program funds or, in the case of rental, to live in a unit in the Project. The aggregate anticipated annual income including the total in paragraph 6, Step 3 will be \$_____. Based on the representations herein and upon the proofs and documentation submitted pursuant to paragraphs 5 and 6 hereof, the household constitutes:

(Place a check by the appropriate statement)

- a. An income-eligible household as:
- (1) Very-low Income (up to 50% of median)
 - (2) Low-Income (51-80% of median)
 - (3) Moderate Income (81-120% of median)

OR

- b. An ineligible household due to being over the income limits allowable under the local SHIP Program.

Signature of SHIP Program Administrator or his/her designated Representative:

(Signature)

Date _____

Name: _____

Title: _____

10. APPLICANT DATA (To be completed by SHIP Program Administrator or his/her designee):

Race:

- | | |
|--|---|
| <input type="checkbox"/> White, non-Hispanic | <input type="checkbox"/> Asian/Pacific Islander |
| <input type="checkbox"/> Black, non-Hispanic | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Other |

Special Needs:

- | | |
|--|--|
| <input type="checkbox"/> Rural residents | <input type="checkbox"/> Homeless |
| <input type="checkbox"/> Farmworkers | <input type="checkbox"/> Persons with HIV/AIDS |
| <input type="checkbox"/> Elderly | <input type="checkbox"/> Other |
| <input type="checkbox"/> Mentally Ill/Disabled | _____ |
| <input type="checkbox"/> Handicapped/Physically Disabled | _____ |

INSTRUCTIONS FOR COMPLETING THE INCOME CERTIFICATION

1. Complete this section for home owner applicants. Check whether this is an existing or new construction unit. Insert the anticipated disbursement or closing date.
2. Complete this section for rental applicants only. List the tenants' move-in date and check the appropriate line to indicate if the Income Certification is an initial move-in or annual recertification.
3. List the property address and, in the case of rental, list the building number, apartment number, and complex, city, and county. Also list the number of bedrooms in the unit, total monthly mortgage payment (including taxes and insurance), or tenant rent.
4. List the full names of each person who will occupy the unit, relationship, ages, and social security numbers; answer "yes" or "no" to the student question.

NOTE: "Student" means a person not living with the person's parent or guardian who is eligible to be claimed by the person's parent or guardian as a dependent under the federal Income Tax Code and who is enrolled at least half time in a secondary school, vocational-technical center, community college, or university. The term does not include a person participating in a job training program approved by the county or the eligible municipality.

5. If any of the occupants are students, answer "yes" or "no" to whether any of the students are enrolled as least half time and **not** eligible to be claimed as a dependent by his/her parent(s) or guardian for federal income tax purposes. If all of the occupants are not students, check "Not Applicable."

NOTE: The Income Tax Regulations provide that the occupants of a unit shall **not** be considered of very low, low, or moderate income if **all** of the occupants are students, no one of whom is entitled to file a joint return for federal income tax purposes. Students enrolled in certain federal, State, or local job training programs may qualify as income eligible.

If **all of the occupants are students** and none is eligible to file a joint return for federal income tax purposes, the occupants are not income eligible even if the occupants have no income. It should be noted, however, that even though the occupants may not qualify as eligible for federal income tax purposes, they may, in fact, qualify as "eligible" for state law purposes.

6. This section requests employment information from each adult occupant (18 years of age and over). If any adult occupant is unemployed, an Unemployed Affidavit (Exhibit 2E) and a copy of last year's signed tax return **must** be attached to the Income Certification.
7. **STEP 1:** This section requests anticipated employment and other income for all adult household members (18 years of age and over). The applicant's Income Certification and verifications of income must provide the back-up documentation necessary for the income listed in this section. All payments from all sources received by the family head (even if temporarily absent) and each additional member of the household, excluding only the income from employment of children (including foster children) under the age of 18 years, should be included in "anticipated annual income." For example, the income of a 17 year old son or daughter who has a part or full-time job that pays \$5,000 per year is not

counted as income. However, income from assets, such as income from bank deposits, is counted for all household members, including children under the age of 18 years. Asset information is documented in #7, step 2, of the Income Certification.

STEP 2: This section documents the applicants' combined "capital investments" (assets), including capital investments from any children to occupy the unit. Examples of capital investments considered assets are listed in the table. Do not include necessary items such as furniture or automobiles.

- (a) Describe each asset and the household member in whose name it is held, including children under the age of 18 years. List the current market value of each asset and the anticipated annual income from the asset in the twelve (12) month period following the date the assistance is received. Assets also include those assets disposed of for less than fair market value within two (2) years prior to certification. This includes the difference between the fair market value of the disposed asset and the gross amount the household received, if the difference is over \$1,000. Do not consider disposed assets if resulting from foreclosure, bankruptcy, divorce, or separation settlement.
- (b) Total the current market value of the household assets listed for all household members and enter it on line #1 of STEP 2.
- (c) Total the Anticipated Annual Income expected to be derived from the listed assets, regardless of whether the assets are over or under \$5,000, for the twelve (12) month period following the date assistance is received. Enter this total on line 2 of STEP 2.
- (d) If total household assets (from line 1) exceed \$5,000, impute a percentage of the value of such assets based on the interest rate specified by HUD, which is currently **3 percent**. Enter this value on line 3 of STEP 2. If total household assets are \$5,000 or less, leave line 3 blank.

STEP 3: Calculate **TOTAL ANNUAL ANTICIPATED GROSS INCOME** by entering the Grand Total from STEP 1 and the greater of lines 2 and 3 from STEP 2 and summing.

If the **TOTAL ANNUAL ANTICIPATED GROSS INCOME** from this step does not exceed the maximum limit for the applicable income category adjusted for family size, the applicant is income eligible. If the **TOTAL ANNUAL ANTICIPATED GROSS INCOME** from this step does exceed the maximum limit for the applicable income category adjusted for family size, the applicant is not income eligible.

8. This section is the Resident's statement which should be signed and dated by the prospective program participant on the date of loan commitment or loan closing, in the case of home purchase, or on the date of move-in, prior to occupancy, in the case of rental. The person(s) are certifying that the information set forth on the income distribution is correct and that acceptable verifications of income have been provided. In the event the Income Certification is executed **more than five (5) days** prior to loan

commitment, loan closing, or move-in, as applicable, the prospective residents must agree to update and recertify the accuracy of the information as of the date of loan commitment, loan closing, or move-in, as applicable. This will be accomplished by executing a new Income Certification form or by recertifying the signed Income Certification form if none of the information on the form has changed. All prospective residents aged 18 years or over shall list the date in the space provided and sign the Income Certification as their names appear in item #4 of the Income Certification.

9. Insert the TOTAL ANNUAL ANTICIPATED GROSS INCOME from item #7, STEP 3.

If an applicant is unable to provide an Employer's Verification of Income because he/she is currently unemployed, such applicant must provide such evidence of income as would be acceptable to prove income under Section 8 of the United States Housing Act of 1937, as amended, or such applicant **may not** be included as an income eligible participant. Check whether the applicant is or is not income eligible to participate in the SHIP Program. If the applicant is eligible, check the application category.

It is the responsibility of the local SHIP Program administrator or his designee to sign and date this document immediately following execution by applicant(s). Appropriate proof of eligibility must be in the file for each person listed on the Income Certification.

10. The applicant data is for informational purposes to assist the local Program Administrator in obtaining data to include in the Annual Report to the Florida Housing Finance Agency. Place a check by the appropriate item(s).

ATTACHMENT 8

GRANT ACCEPTANCE AGREEMENT

**ALACHUA COUNTY/CITY OF GAINESVILLE SHIP PROGRAM
SPECIAL NEEDS HOUSING PROGRAM**

PROGRAM GUIDELINES

I. GENERAL PURPOSE

A. Project Area and Purpose

Through an inter-local agreement, the City of Gainesville and Alachua County will jointly sponsor a fund pool targeted to the construction and rehabilitation of temporary, transitional or long-term rental housing addressing the housing needs of one or more of the following special needs groups:

- | | |
|--------------------------------|------------------------------|
| * elderly | * disabled |
| * homeless | * mentally ill |
| * pregnant teens | * chemically dependent |
| * persons with HIV/AIDS | * developmentally disabled |
| * victims of domestic violence | * runaway/abandoned children |

B. This Program shall be operated in accordance with all applicable rules and regulations of Alachua County, the City of Gainesville, the State of Florida and Florida Housing Finance Corporation (FHFC).

II. FUNDING SOURCE

The funding source shall be the Alachua County and the City of Gainesville's SHIP Grant for the FHFC Fiscal Year 1998-99 funding cycle.

III. ELIGIBLE PROGRAM SPONSORS

An eligible program sponsor must meet the following key eligibility criteria in order to participate:

- ◆ Sponsor organizations must be a non-profit entity with current 501(c)(3) tax exempt status;
- ◆ Sponsor organizations must demonstrate that other funds and financing are in line before SHIP funds will be committed and must certify that all assisted individuals or households qualify as very low or low income (see Table 1); and

- ◆ Sponsor organizations must have a current license to operate its business within Alachua County.
- ◆ To the extent funds are available, Sponsor organizations must make the assisted housing and related services available to all eligible persons regardless of jurisdiction of residence within Alachua County prior to or at the time of request or referral for services.

IV. ELIGIBLE PROGRAM RECIPIENTS

An eligible recipient must meet the following key eligibility criteria in order to occupy a SHIP funded unit or receive assistance from eligible program sponsors:

- ◆ Must be very low or low income under applicable U.S. Department of Housing and Urban Development (HUD) Income Guidelines, that is, recipient must have an annual gross income that does not exceed 50% or 80% of the median income, respectively, for the area for his/her household size (see Table 1);
- ◆ Must be in one of the special needs groups listed in I(A); and
- ◆ For each project funded at least 50% of the occupants must be very low income.

V. ELIGIBLE PROPERTY

An eligible property for which SHIP Special Needs Housing funds can assist must meet the following key eligibility criteria:

- ◆ Eligible properties shall be located in Alachua County, including the incorporated limits of the City of Gainesville;
- ◆ Rent payments can not exceed 30% of 50% or 30% of 80% of median household income, adjusted for household size (see Table 1);
- ◆ Mobile homes shall not be assisted.

VI. FORM OF OWNERSHIP

Ownership types include the following:

- ◆ Fee simple title in a single-family or multi-family attached or detached unit;

OR

- ◆ Ownership of share(s) in a cooperative corporation with a proprietary lease in a residential cooperative unit;

OR

- ◆ Long term lease for a minimum duration of the period of construction/rehabilitation plus the income compliance period.

Proof of ownership shall consist of a copy of a recorded deed and of an executed recorded mortgage instrument (if applicable) showing that title to the property has been conveyed to the sponsor organization and containing a legal description of the property. Proof of long term lease shall consist of copy of the lease agreement.

VII. GRANT

Assistance is in the form of a grant; there are no subsidy recapture provisions. Assistance will be provided in the form of Cost Reduction Grants, for up to 50% of the eligible construction/rehabilitation purposes. Maximum dollar amounts per unit (per bed for single-room-occupancy units, per bedroom for multi-bedroom units, per bed for dormitories) will be based on the number of single or multi-occupancy bedrooms at the following levels:

- ◆ \$3,000 per bedroom for single or double occupancy;
- ◆ \$1,500 per 50 square feet for multi-occupancy bedrooms or dormitories

Collateral:

The sponsor organization shall execute a SHIP Grant Acceptance Agreement in the amount of the grant for Special Needs Housing assistance.

VIII. ELIGIBLE COSTS

Eligible costs include the following:

Construction or rehabilitation of a unit or building for the purpose of providing temporary, transitional or long term rental housing for individuals or families who are included in one of the special needs groups.

IX. CONTRACTING

This section sets forth requirements and procedures with respect to Special Needs Housing contracts financed through the Special Needs Housing Program.

A. Contract

Repair work done through the Special Needs Housing Program shall be undertaken only through a written contract between the Contractor and the sponsor organization receiving SHIP funds.

B. Sponsor organization shall obtain or prepare the following documents:

- ◆ Scope of Work & Cost Estimate;
- ◆ Prepare construction contract documents for project and obtain bids and proposals from contractors; and
- ◆ Conduct bid opening, which is open to the contractors and City and County staff.

X. DISBURSEMENTS

City and County staff shall be responsible for the following:

- ◆ Inspect repair work;
- ◆ Make final inspection of repair work, ensure that the Building Division performs applicable inspections and receive Certificate of Final Approvals; and
- ◆ Obtain warranties and releases of liens from manufacturers, suppliers and contractors prior to final payment for repair work.

Final payment shall be made to sponsor organizations upon receipt of the following:

- ◆ Application for payment;
- ◆ Copies of all invoices, receipts and canceled checks for which reimbursement is being requested;
- ◆ Monthly SHIP Financial Report for the period reimbursement is requested (see Attachments 1-5); and
- ◆ Income certification forms and other documentation, as appropriate, for occupants of the project (if applicable).

XI. TERMS & CONDITIONS

The sponsor organization shall agree to abide by the following terms and conditions:

- A. Sponsor organizations awarded funds through the Special Needs Housing Program will be required to enter into a multi-party agreement with Alachua County and the City of Gainesville prior to the expenditure of any funds pursuant to the award.
- B. Civil Rights

Comply with all requirements specified in Title VI of the Civil Rights Act of 1964, as amended, with respect to nondiscrimination upon the basis or race, color, religion, sex or national origin in the sale, lease, rental use or occupy of subject property.
- B. Equal Employment Opportunity

Abide by the provisions of Executive Order 11246 concerning equal opportunity employment.
- C. Use of Proceeds

Use grant proceeds only to pay for costs of services and materials necessary to carry out the construction or rehabilitation work for which the grant is approved.
- D. Compliance Inspection

The sponsor organization and contractor must allow inspection of the property constructed or repaired under this program by the City of Gainesville Housing Division for compliance with the City Building Code and other applicable codes and requirements.

The sponsor organization and contractor must allow inspection of the property constructed or repaired under this program by Alachua County for compliance with the County Building Code and other applicable codes and requirements.
- E. Completion of Work

Staff will assure that work is carried out promptly and efficiently according to standard construction and rehabilitation program procedures. No payment submission will be made to the sponsor organization until a release of liens from each supplier and subcontractor and general contractor Final Approvals Certificate and warranty papers are received by County/City staff.

F. Fifteen Year Compliance of Income:

Sponsor organization shall comply with and provide written certification of income and rent levels for the compliance period of 15 years.

TABLE 1

**ALACHUA COUNTY/CITY OF GAINESVILLE
SHIP INCOME GUIDELINES ***

FAMILY SIZE (persons)	MEDIAN INCOME	LOW INCOME (80% MFI)	MAXIMUM RENT (30%)	VERY LOW INCOME (50% MFI)	MAXIMUM RENT (30%)
1 person	\$26,900	\$21,500	\$537.49	\$13,450	\$336.24
2 persons	\$30,700	\$24,600	\$615.00	\$15,350	\$383.74
3 persons	\$34,600	\$27,650	\$691.24	\$17,300	\$432.49
4 persons	\$38,400	\$30,700	\$767.49	\$19,200	\$480.00
5 persons	\$41,500	\$33,200	\$829.99	\$20,750	\$518.74
6 persons	\$44,500	\$35,650	\$891.24	\$22,250	\$556.24
7 persons	\$47,600	\$38,100	\$952.50	\$23,800	\$594.99
8 persons	\$50,700	\$40,550	\$1,013.74	\$25,350	\$633.75

Effective Date: 1/30/96

The Fiscal Year 1996 Median Family Income is \$38,400 for a 4 member household.

ATTACHMENT 9
INSURANCE REQUIRED

ATTACHMENT NINE

TYPE I INSURANCE REQUIRED

A. General

Before starting and until acceptance of the work by the County and the City, the provider shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

The provider shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in paragraphs (1) to (3) inclusive below. It shall be the responsibility of the provider to ensure that all his subcontractors meet these requirements.

B. Coverage .-

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. **Workers' Compensation** - Coverage to apply for all employees at the STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of \$100,000/each accident; \$100,000/disease - policy limit; \$100,000/disease - each employee.
2. **Commercial General Liability** - Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the County and of the City for limits not less than \$500,000/general aggregate; \$500,000/products-completed operations (aggregate); \$500,000/personal injury-advertising liability; \$500,000/each occurrence; \$25,000/fire damage legal; \$5,000 medical payments.
3. **Business Auto Policy** - Coverage must be afforded including coverage for all Owned vehicles, Hired/Non-Owned vehicles, with an Additional Named Insured Endorsement in favor of the County and the City, for a combined single limit (bodily injury and property damage) of not less than \$500,000/combined single limit (Bodily

Injury/Property Damage); personal injury protection-statutory limits; \$500,000 uninsured/underinsured motorist; \$500,000/hired/non-owned auto liability.

4. **Certificate of Insurance** - Certificates of all insurance required from the provider shall be filed with the County and the City and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the County and the City before operations are commenced. Alachua County Board of County Commissioners and the City of Gainesville shall be identified as Additional Named Insureds for each type of coverage required by paragraphs (1) to (3) above. The required certificates of insurance shall not only name types of policies provided, but shall also refer specifically to this contract and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract.

The provider shall provide a Certificate of Insurance to the County and the City with a Thirty (30) day notice of cancellation. In addition, the Alachua County Board of County Commissioners and the City of Gainesville will be shown as Additional Named Insureds, with a Hold Harmless Agreement in favor of the County and the City, where applicable. The certificate should also indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

If the initial insurance expires prior to the completion of the work, renewal certificates and/or required copies of policies shall be furnished Thirty (30) days prior to the date of their expiration.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting
Date: February 9, 1999

ITEM: State FY 1996-97 Alachua County/City of Gainesville SHIP Special Needs Housing Program Sponsor Award Agreement with City of Gainesville and St. Francis House, Inc.

Department:
Department of Growth Management
Office of Planning & Development

AGENDA SECTION: Financial Matters

AMOUNT: \$52,575.00

ACCOUNT CODE: 066-2000-515.34-68

BACKGROUND:

In April, 1996 the Board approved the Alachua County Local Housing Assistance Plan for FY 1996-97 through 1998-99 in order to qualify for the County's share of State Housing Initiatives Partnership funds administered by Florida Housing Finance Corporation (FHFC) pursuant to Florida Statutes Sec. 420.907 - .9079. One of the programs identified in the LHAP is the Special Needs Housing Program, approved as a joint program with the City of Gainesville to provide transitional housing for special needs populations within the county. An interlocal agreement creating the program was approved by the City and the County in May 1996. Total funding in the amount of \$100,000 was allocated to this program for State FY 1996-97, with \$50,000 budgeted from the County's SHIP allocation and \$50,000 budgeted from the City's SHIP allocation. The budget for this program has been incorporated into the County's FY 1998-99 budget process.

Availability of funds was advertised and applications solicited from sponsor agencies. Applications were reviewed by and presentations made to the SHIP Executive Committee sitting as the SHIP Awards committee for this program. Three applications were received from three agencies. All three applications were recommended for at least partial funding by the SHIP Awards Committee. One of these applications is a request by St. Francis House, Inc. for funding in the amount of \$91,000 to undertake renovations to an existing building to provide transitional housing for working homeless persons.

This is a request to approve a three-party award agreement in the amount of \$52,575 with St. Francis House, Inc., for joint City-County funding from State FY 1996-97 SHIP funds for the project described in the Scope of Services and Budget, attached hereto as Attachments 1 and 2 to the Agreement.

RECOMMENDATION:

That the Board of County Commissioners approve the agreement with City of Gainesville and St. Francis House, Inc., contingent upon City of Gainesville approval, for up to \$52,575 from State FY 1996-97 SHIP funds and authorize the Chairman to execute the agreement; adopt the resolution and approve the budget amendment.

DEPARTMENT
HEAD
APPROVAL

OMB
APPROVAL

LEGAL
APPROVAL

COUNTY ADM.
APPROVAL
FOR AGENDA

COMMISSION

ACTION: Approved: _____ Denied: _____

Additional Action: _____