

#060572

**CITY OF GAINESVILLE
SPECIAL NEEDS HOUSING PROGRAM**

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____,* by and between: the City of Gainesville, a municipal corporation in Alachua County, Florida, hereinafter referred to as the **City**, and Arbor House, Inc., a Florida nonprofit corporation, hereinafter referred to as the **Provider**.

For the period October 1, 2006, to June 30 2007.

WITNESSETH

WHEREAS, the City has been awarded State Housing Initiatives Partnership (SHIP) Program funds 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 City has adopted a Local Housing Assistance Plan (LHAP), in accordance with Rule Chapter 9I-37, Florida Administrative Code, which provides for the creation of a Special Needs Housing Program; and

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

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

WHEREAS, it is in the interest of 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 the City ;

* 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 Arbor 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 Sponsors Financial Report
Attachment 4:	SHIP 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 City's Department of Community Development. The Director of the Department of Community Development or their 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 other 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 address of the City and the Provider are as follows:

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

Provider: Gwen Gadaire, Director
Arbor House Inc.
P.O. Box 12363
Gainesville, FL 32604-0363

SCOPE AND SCHEDULE OF SERVICES

5. The Provider agrees to implement the project 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, who reside in the City at the time services are rendered.

FUNDING AND PAYMENT PROCEDURES

- 6.1 The City agrees to disburse grant funds to the Provider for the specified project during the period of this Agreement in the maximum amount of **Nine thousand dollars (\$9,000.00)**, 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 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 10 percent of the budget, total program delivery costs (soft costs) do not exceed 15 percent of total project costs, and the total contract amount does not change. The Provider shall promptly notify 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 City of Gainesville Community Development Director.

Budget amendments changing the total contract amount must be made consistent with the requirements of Section 24 of this Agreement.

- 6.4 Payments will be made by the City to the Provider in accordance with the following procedures:
 - a. The City 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 City'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 City 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 Sponsors Financial Report**. The Financial Report form shall certify that these amounts have not been submitted to or reimbursed by 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 Sponsors Financial Reports and accompanying support documentation shall be sent to:

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

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

Arbor House Inc.
P.O. Box 12363
Gainesville, FL 32604-0363

- c. The Provider must submit the final request for payment and SHIP Sponsors Financial Report to the City 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 City 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 City .
 - d. The Provider will allow 15 business days from the date of the City's receipt of acceptable payment requests for the City 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 total amount does not exceed the maximum amount authorized 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 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 City 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 City such additional project and financial data, including beneficiary identifiable data, as may be requested by the City for inclusion in the 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 the City, as revised from time to time, adjusted for family size. The remaining beneficiaries must have household incomes of less than 80% of the current area median income for the City, as revised from time to time, adjusted for family size.
- 8.2 The Provider further agrees to enter into a Mortgage with the City 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, 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 October 1, 2006 to June 30, 2007, unless extended or terminated sooner in accordance with this Section.
- 9.2 This Agreement may be **extended for one period of up to three months** upon mutual agreement of all parties. Said extension shall be in the form of a letter signed by the Director of the Gainesville Community Development Department, and an authorized representative of the Provider. It shall be effective upon signature by all parties and shall be considered an amendment to this Agreement and executed with all the formalities of an agreement.
- 9.3 In the event the City determines on the basis of a review of the Provider's performance that the requirements of this Agreement have not been met, the City may 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.
- 9.4 If the City determines 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.
- 9.5 If the City determines 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 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 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.

9.6 If the City determines 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 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.

9.7 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 City, and all costs shall be subject to prior approval by the City. Termination under this paragraph shall not give rise to any claim for causes of action against 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 City, State Department of Community Affairs, Florida Housing Finance Agency (FHFA), State Comptroller and/or their designees. Funds provided by 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 City and State for a period of three years following the date of

submission of the 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 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 years from the date of the audit report, unless the Provider is notified in writing by the City to extend the retention period. The Provider shall also ensure that audit workpapers are made available upon request to the City or its designee.

Two copies of the audit report shall be submitted to 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 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 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 venture, or associate of 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 City.

INDEMNIFICATION

16. The Provider shall be required to indemnify, protect, defend, and hold 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 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 City, and the Provider.

In any and all claims against 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 14 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 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. 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 City's Local Housing Assistance Plans, as well as other applicable State and Federal laws and regulations.

NON-DISCRIMINATION

20. 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.

SHIP FUNDING RECOGNITION

21. 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 the City of Gainesville State Housing Initiatives Partnership Program.

FINANCIAL OBLIGATION OF THE CITY

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

ASSIGNMENT BY PROVIDER

23. 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 City in writing.

CHANGES/AMENDMENTS

24. The 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 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.

SEVERABILITY

25. 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.

ENTIRE AGREEMENT

26. 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.

CITY OF GAINESVILLE

By: _____
Russ Blackburn, City Manager

WITNESS:

APPROVED AS TO FORM AND LEGALITY:

City of Gainesville Attorney

ARBOR HOUSE, INC.

ATTEST:

Corporate Secretary

By: _____
Chair
Arbor House, Inc Board of Directors

ATTACHMENT 1
SCOPE AND SCHEDULE OF SERVICES

- 1) Professional painting of this historical two-story residence will greatly enhance not only the immediate community that it serves, but also the neighborhood in which the property is located.
- 2) The main services provided for women are life-skill training, educational advancement, parenting skills, counseling, and safe living conditions. The mission of Arbor House is to break the cycle of poverty and helplessness among adult single mothers by providing housing, education, and support services in a loving Christian environment.
- 3) Our Census at any point in time is 22. In the year 2005, we served, because of turnover, 32 people. The location is 2618 NW 6th St, Gainesville, FL 32604.
- 4) During the 10-year plan to end homelessness, (GRACE) Ken McGurn, downtown property owner and president of GDOT stated that, "Arbor House should be used as a model for other shelters." This statement underlies the rationale for the continued maintenance and code compliance of the facility.
- 5) Because our foundational mission is to provide housing, this project is in direct relationship to that mission.
- 6) a. Power-washing of the building.
b. Scraping of the building.
c. Painting of the building.
- 7) Within six months of October 1, 2006 we will complete the painting project.

PROJECT TIMELINE:

From 10/1/06

- | | | |
|----|------------------------------------|---------|
| 1. | Power wash the building | 30 days |
| 2. | Scrape old paint from the building | 40 days |
| 3. | Paint the building | 70 days |

ATTACHMENT 2

PROJECT BUDGET

PROJECT ITEMIZATION	ITEMIZED COST	SHIP COST
Construction Costs (Painting, power washing and scraping of building)	\$ 18,000.00	\$ 9,000.00
Other Costs	\$	\$
TOTAL PROJECT BUDGET	\$ 18,000.00	\$ 9,000.00 not to exceed 50% of total project costs

ATTACHMENT 3
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 To-Date</u>	<u>Cumulative To-Date</u>	<u>Available Balance</u>
1. Alachua City / SHIP Funds				
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 Costs				
2. Other Costs				
3. Other				
4. Other				
5. Other				
6. Other				
7. Other				
8. Other				
9. Other				
10. Other				
11. Other				
Total Expenditures				

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 CITY UNDER ANY OTHER AGREEMENT.

AUTHORIZED SIGNATURE:

TITLE: _____ DATE:

ATTACHMENT 4

**CITY OF GAINESVILLE
SPECIAL NEEDS HOUSING PROGRAM**

SHIP ACTIVITY STATUS

Page ____ of

PART II

SUBRECIPIENT ORGANIZATION

REPORTING PERIOD

REPORT AS APPROPRIATE - Activity Status/Accomplishment

**ATTACHMENT 5
CITY OF GAINESVILLE
SHIP SPECIAL NEEDS HOUSING PROGRAM
SHIP BENEFICIARY SHEET
STATE FISCAL YEAR 1995-96**

PERIOD ENDING

NO.	NAME	DATE	INCOME LEVEL	PROPERTY ADDRESS	HSHLD SIZE	AGES	RACE	SHIP AWARD	OTHER FUNDS	AFTER REHAB VALUE OR APPRAISAL
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
TOTALS								\$	\$	\$

Prepared By/Title _____

Date _____

Agency _____

ATTACHMENT 6

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
CITY OF GAINESVILLE HOUSING DIVISION
DIRECT BENEFIT ACTIVITY APPLICATION

DATE: _____		FAC: _____	
CASE#: _____		RS: _____	
APPLICANT HOUSEHOLD INFORMATION			
Applicant: _____		SSN: _____	
Co-Applicant: _____		SSN: _____	
Annual Income:	\$0.00	#Household Members:	#VALUE!
Income Level:	_____	Race of Head of Household:	_____
Income Level:	_____	Special Needs: Elderly	_____
Income Level:	_____	Age of Head of Household:	_____
Ages of Other Household Members:	**		**
	**		**
PROPERTY ASSISTANCE INFORMATION			
Property Address: _____		Units in Project: 1	
City, St, Zip _____		Neighborhood: _____	
		Census Tract#: _____	
Construction Cost:	_____	(Rehab/New Construction Only)	
Repair Cost:	_____	(DPA Only)	
Sales Price:	N/A	(DPA/New Construction Only)	
Appraisal/Tax Assessed Value:	_____	(All Housing Programs)	
#Bedrooms/Monthly Rental Rate (if applicable):	_____	N/A	(Rental Programs Only)
PROGRAM ASSISTANCE INFORMATION			
Full Rehab	<input type="checkbox"/>	DPA	<input type="checkbox"/>
New Construction	<input type="checkbox"/>	MOD REHAB	<input type="checkbox"/>
Rental Rehab	<input type="checkbox"/>	ROOF	<input type="checkbox"/>
		ERP	<input type="checkbox"/>
		MFI	<input type="checkbox"/>
		FLEX	<input type="checkbox"/>
		Other	<input type="checkbox"/>
		Other	<input type="checkbox"/>
<input checked="" type="checkbox"/> (includes all housing programs, except Rental)		<input checked="" type="checkbox"/> (include all housing programs, except MFI)	
PROGRAM FUNDING			
CDBG:		HOUSING PROGRAM	FUNDING OR
CDBG Grant	_____	_____	_____
CDBG DPL	_____	_____	_____
CDBG Due on Sale	_____	_____	_____
CDBG Closing Costs Grant	_____	_____	_____
CDBG Recording Costs	_____	_____	_____
CDBG Contingency Grant	_____	_____	_____
TOTAL CDBG FUNDING:	\$0.00		
HOME:			
HOME Grant	_____	_____	_____
HOME DPL	_____	_____	_____
HOME Due on Sale	_____	_____	_____
HOME Closing Costs Grant	_____	_____	_____
HOME Lead Based Paint Grant	_____	_____	_____
HOME Contingency Grant	_____	_____	_____
TOTAL HOME FUNDING:	\$0.00		
SHIP:			
SHIP Grant	_____	_____	_____
SHIP Grant	_____	_____	_____
SHIP Due on Sale	_____	_____	_____
SHIP Due on Sale	_____	_____	_____
SHIP Flexible Financing	_____	_____	_____
TOTAL SHIP FUNDING:	\$0.00		
PUBLIC:			
General Fund (Lot DPL)	_____	_____	_____
Front Porch Florida Grant	_____	_____	_____
RCMP Grant	_____	_____	_____
Other:	_____	_____	_____
TOTAL PUBLIC FUNDING:	\$0.00		
PRIVATE:			
Client Funds	_____	_____	_____
Bank Funds	_____	_____	_____
Gift Funds	_____	_____	_____
Other:	_____	_____	_____
TOTAL PRIVATE FUNDING:	\$0.00		
TOTAL ALL FUNDING:	\$0.00		

CITY OF GAINESVILLE
HOUSING DIVISION
DIRECT BENEFIT ACTIVITY APPLICATION

CONTRACTOR INFORMATION

Business Name: _____ Fed ID # _____

Business Address: _____

Business Owner Gender:
Male _____

Business Owner Race/Ethnic: _____

Date of Contract Award: _____ Amount of Contract Award: _____

Type of Contract: _____ New Construction Other

The applicant certifies that all the 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.

PENALTY 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 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."

Applicant _____ Date _____

Co-Applicant _____ Date _____

Copies To:

Almarene Beckford

Benina Jones-Sumwashe

Finance File

Revised 12/9/04-tpl/jjr



ATTACHMENT 8

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



I. GENERAL PURPOSE OF PROGRAM

A. Project Area and Purpose

Through an inter-local agreement, the City of Gainesville (City) and Alachua County (County) sponsor a fund pool targeted to the construction and rehabilitation of temporary, transitional or long term rental housing addressing the following housing needs:—persons who have Special Housing Needs means individuals because of particular social, economic, or health related circumstances, may have greater difficulty acquiring or maintaining affordable housing. Such persons may have, for example, encountered resistance to their residing in particular communities, and may have suffered increased housing costs resulting from their unique needs and high risk of institutionalization. Such persons may include, but are not limited to, persons with developmental disabilities; persons with mental illnesses or chemical dependency; persons with Acquired Immune Deficiency Syndrome (“AIDS”) and Human Immunodeficiency Virus (“HIV”) disease; runaway and abandoned youth; the elderly; and disabled adults.

B. This Program is operated in accordance with all applicable rules and regulations of the County, City, State of Florida and Florida Housing Finance Corporation.

II. FUNDING SOURCE

The funding source is the SHIP Special Needs Housing Program as allocated in the City and County Local Housing Assistance Plans (LHAP) respectively.

III. ELIGIBLE PROGRAM SPONSORS

- An eligible program sponsor must meet the following key eligibility criteria in order to participate.
- Sponsor organizations must be a quasi-governmental agency or a non-profit entity with current 501 (c) (3) tax exempt status.
- Sponsor organizations must demonstrate success in providing Special Needs Housing services (as defined by the SHIP Program). Eligible sponsors must have 3 consecutive years of experience in the area of application for funding.

- Sponsor organizations must demonstrate that other funds and financing are available before SHIP funds will be committed and must certify that all assisted individuals must qualify as very low and low-income households as defined by the U.S. Department of Housing and Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program.
- Housing projects must meet income certification guidelines as provided by City and/or County Special Needs Income Certification Plan & Monitoring Strategy.
- Sponsor organizations must have applicable federal, state and/or local license(s) as required to operate an entity within the City and/or the 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 SPONSOR SELECTION CRITERIA

The following selection criteria and measures will be used to evaluate applications for funds submitted by an eligible sponsor:

SELECTION CRITERIA	MEASURES
Overall Capacity of Organization to Fulfill Project Proposal	Experience with similar housing construction activities; Financial resources and systems in place
Ability to Proceed and Expedite in a Timely Manner	Site Control, Zoning, Land Use Plan, Site Suitability, Engineering, Architectural
Management System for Effective Production, Cost, Quality and Control	Staffing, Operation Procedures, Project personnel availability, Staff/Agency Experience, Board Experience
Financial Management and Resources	Pro forma, Project budget, Documented Cost Estimates, Audit Reports, Adequate Cash Flow, Basic Underwriting Principles
Previous/Current Contract Compliance	Findings, Completions of other Projects funded
Experience with support services such as, special needs and/or homeownership programs and education	Training required or provided
WAGES and Workforce Development Initiatives Program participation	Documentation organization employees WAGES and Workforce Development Initiatives Program participants (if applicable).
Developer Fee	Appropriate for Level of Work Involved

Note: Additional documents may be requested as a part of the competitive application process.

V. 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 in one of the special needs groups listed in I (A); and
- ✓ Assisted individuals must qualify as very low and low-income households as defined by the U.S. Department of Housing and Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program.

VI. ELIGIBLE PROPERTY

An eligible property for which SHIP Special Needs Housing Program 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;
- ✓ Rental units constructed, rehabilitated or otherwise assisted from the local housing assistance trust fund must be monitored at least annually for 15 years or the term of assistance, whichever is longer, for compliance with tenant income and affordability requirements, as otherwise exempted from Florida Statue 420.9075 (3) (e). In determining the maximum allowable rents, "Affordable" means that monthly rents or monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Section 420.9071 (2), subsection (19) and subsection (28), Florida Statutes. The rent limit chart is provided by the U.S. Department of Housing and Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program.
- ✓ Mobile homes shall not be assisted.

VII. FORM OF OWNERSHIP

Ownership types include the following:

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

VIII. AWARD

- ✓ The City and County will jointly review sponsor applications for funding and make recommendations to the City and/or County Commissions, respectively for funding awards in accordance with the SHIP Special Needs Housing Programs.
- ✓ The maximum assistance will be the lesser of up to 50% of the eligible construction project cost or \$6,000 per unit. 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.
- ✓ Funds are provided to sponsor as a due on sale loan recorded in the public records of Alachua County, Florida. The housing must remain affordable and occupied by income eligible beneficiaries for a period of 15 years. Sponsor organizations shall comply with and provide written certification of income and rent levels for the compliance period of 15 years. All SHIP assisted rental properties offered for sale prior to the 15-year term of affordability must be subject to a right of first refusal for purchases at the current market value, less the amount of the SHIP subsidy, by eligible nonprofit organizations who would provide continued occupancy by eligible persons.

Collateral:

The sponsor organization shall execute a SHIP Mortgage Agreement in the amount of the loan for Special Needs Housing Program Assistance to be recorded in the public records in Alachua County, Florida.

IX. 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 eligible households who are included in one of the special needs groups as listed in IA.

X. CONTRACTING

This 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 public.

XI. DISBURSEMENT

City and/or County staff shall be responsible for the following as applicable:

- ✓ Inspect repair work;
- ✓ Make final inspection of repair work, ensure that the County and/or City Building Divisions perform 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, cancelled checks and/or other related documents;
- ✓ SHIP Financial Report for the funding reimbursement request (Attachment II);
- ✓ Certificate of Occupancy; and
- ✓ Income Certification forms and/or other related documentation, for occupants of the project as required by the City and/or County.

XII. TERMS & CONDITION

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 an agreement with Alachua County and/or City of Gainesville prior to the expenditure of any funds pursuant to the award.

B. Discrimination: *Section 420.9075(3)(c), F.S.*

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

C. Wages to Work *Chapter 67-37.005(6)(b)7.,F.A.C.*

Should a eligible sponsor be used, the city/county has developed a qualification system and selection criteria for applications for Awards to eligible sponsors, which includes a description that demonstrates how eligible sponsors that employed personnel from the WAGES and Workforce Development Initiatives programs will be given preference in the selection process.

D. Use of Proceeds

Use loan proceeds only to pay for eligible costs to carry out the construction or rehabilitation work for which the funding is approved.

E. Compliance Inspection

The Sponsor organization and contractor must allow inspection of the property constructed and/or repaired under this Program by City of Gainesville and/or Alachua County for compliance with applicable City and/or County Building Code and other applicable federal, state and/or local codes and requirements.

F. 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.

