

**ALACHUA COUNTY SHIP SINGLE FAMILY HOUSING DEVELOPMENT
PROGRAM**

SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of March, A.D., 2005,* by and between Alachua County, a charter county, and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as **County**, and **The City of Gainesville, Florida d/b/a Gainesville Regional Utilities**, hereinafter referred to as **Provider**, for the period March 1, 2005-March 31, 2006.

WITNESSETH

WHEREAS, the County 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, said law provides that the County may contract with subrecipient organizations to administer and implement a project as set forth herein; and,

WHEREAS, the Provider has instituted a program to provide for the construction, rehabilitation, or repair of eligible housing units for eligible homeowners; and

WHEREAS, it is in the interest of the County 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;

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 the **The City of Gainesville, Florida d/b/a Gainesville Regional Utilities**, a public body, both corporate and politic, created under the laws of the State of Florida and Alachua County.

*Date of Board of County Commissioners approval.

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 Program and Activity Status Report
Attachment 5: Program Summary and Guidelines
Attachment 6: SHIP Single Family Housing Development Program Application
Attachment 7: Income Certification
Attachment 8: Second Mortgage
Attachment 9: Annual Report Checklist
Attachment 10: File Checklist

COORDINATION

3. The Provider agrees to carry out the specified project under the general coordination of the County's Department of Growth Management. The Director of the Department of Growth Management or designee is the County'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 addresses of the County and Provider are as follows:

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

Provider: John Gifford
The City of Gainesville, d/b/a Gainesville Regional Utilities
P.O. Box 147117, Station A-134
Gainesville, FL 32614-7117

SCOPE AND SCHEDULE OF SERVICES

5. The Provider agrees to implement the project as described in **ATTACHMENT 1, SCOPE AND SCHEDULE OF SERVICES**, incorporated herein, for the exclusive benefit of eligible very low and low income persons as defined in **ATTACHMENT 5, PROGRAM SUMMARY AND GUIDELINES**, incorporated herein, and residing in Alachua County outside the incorporated limits of the City of Gainesville.

FUNDING AND PAYMENT PROCEDURES

- 6.1 The County agrees to reimburse the Provider for eligible expenditures for the specified project during the period of this Agreement in the maximum amount of **Sixty two thousand, (\$62,000)**, unless the maximum amount is changed by mutual agreement of both parties. Such funds must be spent by the Provider in strict accordance with the authorized distribution of funds, as detailed in **ATTACHMENT 2, PROJECT BUDGET**, incorporated herein. If the maximum amount of the Agreement is changed by amendment to this Agreement, 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**.
- 6.2 Only program and administrative costs for the specified project as described in **ATTACHMENT 2** are eligible for funding.
- 6.3 Budget Amendment. The Provider may from time to time amend line items of the Agreement Budget, provided the total amount of such amendments does not exceed ten percent (10%) of the budget; total program delivery costs do not exceed fifteen percent (15%) of total program costs as identified in Attachment 2; total developer fees do not exceed five percent (5%) of total program costs as identified in Attachment 2; and the total contract amount does not change. The Provider shall promptly notify the County of such amendments in writing as they occur. Payment of invoices shall not be made unless the County has received such notification and approval for payment has been granted by the County as set forth in Section 6.4 of this Agreement.

Budget amendments not meeting the above guidelines but not changing the total contract amount may be made only upon prior written approval of the Director of the Department of Growth Management.

Budget amendments which change the total contract amount must be approved by the County through a written amendment to this Agreement.

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

- a. The Provider may request an initial advance of up to \$8,000.00 at the commencement of this Contract. This advance is subject to the regular procedures for documentation, although actual documentation need not be received until later in the Program, but must be received prior to September 30th of the first year of the Contract Term. This advance is to be used to initiate Program Activities, as outlined under the Scope of Services, Attachment 1.

- b. 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 for eligible recipients, made in accordance with this Agreement and all Attachments thereto. All requests for payment shall be submitted to the County according to the format established in **ATTACHMENT 3, SHIP SPONSORS FINANCIAL REPORT**, together with supporting documentation in detail sufficient for a proper pre- and post-audit review. The County requires all expenditures for which reimbursement is requested, with the exception of the Developer Fee, be substantiated by copies of paid, i.e, canceled checks (copies front and back). Any other form of backup must be approved by the County Finance & Accounting Department prior to use as approved backup. The Financial Report form shall be signed by the Provider's Chief Executive Officer, who shall certify that, to the best of his or her knowledge, the data reported therein is correct, that the amounts reported therein have been spent for a public purpose according to Florida Statutes, 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. Payment will be contingent upon receipt, review, and approval by the County of monthly expenditure reports, along with all supporting documentation required by the County. Monthly expenditure reports must be received by the County within 20 days of the close of the month following the month for which payment is requested (within 50 days total of the requested period), **except that monthly financial reports for the month of September should be received by the County by October 8, 2006**. After the Financial Report and supporting documentation have been reviewed and approved, the County will issue an appropriate check covering these expenditures. 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.

- c. The County will reimburse the provider from the following source of funds: FY 2002-03 SHIP Allocation, which must be expended no later than March 31, 2006. The County and the Provider agree that all requests for reimbursement and payments; and, any request, modification, amendment or new contract, which extends the period of the agreement, shall be consistent with these Florida Administrative Code provisions.

- d. Supporting documentation shall consist of the following:
 1. The County requires all expenditures for which reimbursement is requested, with the exception of the Developer Fee, be substantiated by copies of paid, i.e, canceled checks

(copies front and back) and related invoices and receipts. Any other form of backup must be approved by the County Finance & Accounting Department prior to use as approved backup. All such costs shall be itemized in a summary report accompanying the SHIP Sponsors Financial Report and shall be identified as Program Costs, Program Delivery Costs, or Developer Fees. Where any other funding sources are utilized, in addition to SHIP funds, for any itemized cost, all such funding sources shall be identified in the summary report.

2. Documentation of each assisted household as an eligible recipient identified in **ATTACHMENT 10** shall be made available to the County upon final completion.

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

Tom Webster, Housing Programs Manager, 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:

The City of Gainesville, Florida d/b/a
Gainesville Regional Utilities
P.O. Box 147117, Station A-134
Gainesville, FL 32614-7117

3. The Provider must submit the final request for payment and SHIP Financial Report to the County no later than 45 days after this Agreement ends or is terminated. If the Provider fails to do so, all rights to payment are 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.
 4. The Provider will allow a reasonable time 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 expended for a given month, may be expended in a subsequent month as long as the total amount does not exceed the entire amount of the contract. **However, the provider must submit a request for reimbursement no less frequently than once a quarter.** All costs must be incurred and work completed during the term of this Agreement to be eligible for reimbursement; however, actual payment to the Provider may be after the Agreement expires.

- 6.6 Any unused or residual funds remaining at the termination of this Agreement shall be retained

by the County and will be reallocated for expenditure.

REPORTING

- 7.1 The Provider shall furnish the County with a **SHIP PROGRAM AND ACTIVITY STATUS REPORT (ATTACHMENT 4)**, incorporated herein, with each monthly request for reimbursement or no less frequently than each quarter. . The Report must document Provider performance in implementing the project described in **ATTACHMENT 1**. The Report must be accompanied by data on project beneficiaries, as provided in Section 6.4.c.2 of this Agreement. Failure to submit a timely Report and accompanying project beneficiary data may result in delay or forfeiture of payment under this Agreement.
- 7.2 The final SHIP Program and Activity Status Report shall be due no later than **45 days** from the expiration of this Agreement.
- 7.3 Upon request, the Provider shall report actions taken and data collected to ensure compliance with applicable local, State and Federal non-discrimination and affirmative action regulations.
- 7.4 The Provider agrees to submit to the County such additional project and financial data, including beneficiary identifiable data, as may be requested by the County for inclusion in the County's SHIP Annual Report, including data identified in **ATTACHMENT 9**.

AGREEMENT DURATION, EXTENSION AND TERMINATION

- 8.1 This Agreement shall be effective for the period from March 1, 2005-March 31, 2006, unless extended or terminated sooner in accordance with this Section.
- 8.2 This Agreement may be **extended for a period of up to one month** upon mutual agreement of both parties. Said extension shall be in the form of a letter signed by the Director of the Department of Growth Management and an authorized representative of the Provider. It shall be effective upon signature by both parties and shall be considered an amendment to this Agreement and executed with all the formalities of an agreement.
- 8.3 In the event the County determines on the basis of a review of the Provider's performance that the requirements of this Agreement have not been met, the County may take one or more of the actions authorized in Paragraphs 8.4 and 8.5 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.
- 8.4 If the County determines that the requirements of this Agreement have not been met, the County 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 8.5 and 8.6 of this Agreement, will be taken if the deficiency is not corrected or is repeated.

8.5 If the County, in its sole discretion, determines that the Provider has materially failed to comply with the requirements of this Agreement, the County 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 for any amount improperly expended,
- c. Temporarily withhold payments pending correction of the deficiency by the Provider,
- d. Disallow all or part of the cost of the activity or action not in compliance,
- c. Terminate the Agreement in accordance with Section 8.6, or
- d. Take other remedies that may be legally available.

8.6 If the County determines that it is necessary to suspend or terminate this Agreement, it 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 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 this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours notice in writing to the Provider. The County will be the final authority as to the availability of funds. The County will pay the Provider for all work completed prior to any notice of termination.

- 8.7 Except as provided in Paragraphs 8.5 and 8.6 of this Section, this Agreement may be terminated by either party, without cause, upon prior written notification to the other party, 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 all costs shall be subject to prior approval by the County. Termination under this paragraph shall not give rise to any claim for causes of action against the County, its 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

- 9.1 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, Florida Housing Finance Corporation (FHFC), State Comptroller and/or their designees. Funds provided by the County for the SHIP Housing Grants 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.
- 9.2 All records and accounts related to this Agreement shall be retained for and be subject to inspection, review or audit by the County and FHFC for a period of three (3) years following the date of submission of the County's Annual Report to FHFC in which the project under this Agreement is reported. Such review shall be during the regular working hours of the Provider. Upon request, the Provider shall transfer copies of these records and accounts to the custody of the County in order to ensure their accountability for such a period.

AUDIT

10. 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 to extend the retention period. The Provider shall also ensure that audit workpapers are made available upon request to the County or its designee.

Two (2) copies of the audit report shall be submitted to the County's Department of Growth Management 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.

CONFLICT OF INTEREST

11. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the County 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

- 12.1 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.
- 12.2 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 a letter of disclosure informing the County of those payments.

INDEPENDENT CONTRACTOR

13. 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. 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.

INDEMNIFICATION

14. Indemnification and Insurance: Each party represents that it is self-funded or insured for liability insurance in accordance with § 768.28 Florida Statutes. Each party assumes any and all risks of personal injury (including death) and property damages (including destruction) attributable to the negligent acts or omissions of its officers, employees, servants, and agents thereof in the performance of this Agreement.

Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the County beyond the waiver provided in § 768.28 Florida Statutes

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

15. 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, and the Alachua County Housing Initiatives Partnership Ordinance 93-11, as amended by Ordinances 93-15 and 93-33.

SHIP FUNDING RECOGNITION

16. 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 State Housing Initiatives Partnership Program.

FINANCIAL OBLIGATION OF THE COUNTY

17. This Agreement is not a general obligation of the County, nor does it constitute a pledge of the full faith and credit of the County, but shall be a commitment only as to the County'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 County created by this Agreement, the County will have no further commitments under this Agreement and shall not be considered in breach thereof.

ASSIGNMENT BY PROVIDER

18. 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 in writing.

CHANGES/AMENDMENTS

19. The County or the 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 8.2 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 and the 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

20. 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

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

SEVERABILITY

22. 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

23. 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

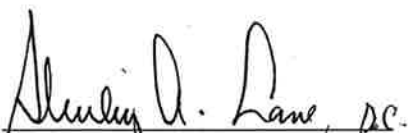
The City of Gainesville, Florida
d/b/a Gainesville Regional Utilities


By: 
Cynthia Moore Chestnut, Chair, Board of County Commissioners

By: 
Pegeen Hanrahan, Mayor

ATTEST:

ATTEST:


for J. K. "Buddy" Irby, Clerk



Kurt M. Lannon, Clerk

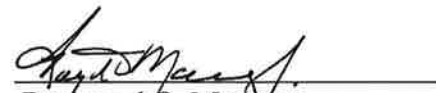
(SEAL)

(SEAL)

Approved as to form:

Approved as to form and legality:


Alachua County Attorney


Raymond O. Manasco, Jr.
Utilities Attorney

ATTACHMENT 1

SCOPE AND SCHEDULE OF SERVICES

(See attached Description)

**ATTACHMENT 2
PROJECT BUDGET**

EXPENDITURES BY CATEGORY	CURRENT YEAR BUDGET PROPOSAL FOR FY 2003-2004 SHIP FUNDS
PROGRAM COSTS	
1. HARD COSTS ⁽¹⁾ (Material and labor used in performance of eligible construction, rehabilitation, or repair activities on assisted eligible units; other professional costs related to acquisition, construction, rehabilitation, repair, and/or sale of assisted eligible units)	
Unit Repair Costs: Subtotal	\$
2. PROGRAM DELIVERY COSTS ⁽¹⁾ (Costs to sponsor agency directly linked to performance of eligible construction/repair activities on assisted eligible units; no more than 15% of Total Program Costs)	
Staff salaries for work write-ups, estimates, contract monitoring on assisted units; travel costs to project sites (subject to sec. 112.061, Florida Statutes)	
Program Delivery Costs: Subtotal	- \$
Percent of Total Program Costs	- 15%
TOTAL PROGRAM COSTS (Sum of Hard Costs and Program Delivery Costs)	\$
DEVELOPER FEE ⁽¹⁾ (No more than 5% of Total Program Costs, may be used for any expense incurred in the performance of this grant, paid on a per unit basis)	\$0
Developer Fee Total	- \$
Percent of Total Program Costs	- 5%
TOTAL EXPENDITURES	\$62,000

**ATTACHMENT 3
ALACHUA COUNTY
SHIP SPONSORS FINANCIAL REPORT
2002-2003 Single Family Housing Development**

A. Subrecipient Organization: The City of Gainesville, Florida d/b/a Gainesville Regional Utilities

B. Reporting Period:

C. Program Revenues:

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

D. Program Expenditures:

_____	<u>Approved Budget</u>	<u>Current Period</u>	<u>Cumulative To-Date</u>	<u>Available Balance</u>
1. Program Costs	\$ _____	_____	_____	_____
2. Program Delivery Costs	\$ _____	_____	_____	_____
3. Developer Fee (not to exceed 5% of Total Program Costs; paid per unit Completed)	\$ _____	_____	_____	_____
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 ACCORDING TO FLORIDA STATUTES, 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

**ALACHUA COUNTY
SINGLE FAMILY HOUSING DEVELOPMENT PROGRAM**

SHIP ACTIVITY STATUS

Page ____ of

PART II

SUBRECIPIENT ORGANIZATION

REPORTING PERIOD

REPORT AS APPROPRIATE - Activity Status/Accomplishment

ATTACHMENT 5
ALACHUA COUNTY SHIP PROGRAM
SINGLE FAMILY HOUSING DEVELOPMENT PROGRAM
PROGRAM GUIDELINES

I. GENERAL PURPOSE

A. Project Area and Purpose

The SHIP Single Family Housing Development Program (the "Program") is available to provide emergency repairs, rehabilitation, and construction assistance to eligible low and very low income homeowners residing in Alachua County (the "County") outside the incorporated limits of the City of Gainesville. Funding will be made available through **eligible sponsors** who will be awarded funds on a competitive basis to serve **eligible persons (recipients)** to implement the Program. An eligible sponsor is a person or private or public for-profit or not-for-profit entity that applies for an award under the Program for the purposes of providing eligible housing for eligible persons, as defined in these guidelines and in the applicable rules and regulations of the Florida Housing Finance Corporation ("FHFC"). Preference will be given to eligible sponsors that provide employment opportunities to clients of the State Work Development Initiative (WDI) and the Work and Gain Economic Self-Sufficiency (WAGES) Program.

B. Operating Rules and Regulations

This Program shall be operated in accordance with all applicable rules and regulations of the County, the State of Florida, and FHFC.

II. FUNDING

SHIP funding for these projects shall be awarded to eligible sponsors . The sponsor will be held accountable under the terms of the contract. As long as the terms of the contract are met, no repayment by the eligible sponsor is required. With the exception of those projects designated as emergency repairs, the sponsor shall in turn be responsible for ensuring that eligible SHIP recipients enter into 10 year, forgivable, deferred payment loans. These loans shall be at zero percent interest. Each year that the Owner resides in the assisted unit, the loan principal shall be reduced by 10%. Should the Owner sell the home prior to the end of their term, they shall be responsible to the County for the remaining pro-rated principal. At the end of the 10 year term, the loan document shall expire of its own accord.

Funding for those projects designated as Emergency Repair Projects shall be in the form of a non-obligation grant. To be designated as an Emergency Repair Project the unit must:

Be the dwelling of a household receiving less than 50% of the Median Family Income as adjusted to Family Size; OR

Be the dwelling of a disabled person; AND

Be in a severely distressed state, such a state defined as a dwelling where continued habitation would put the owner at serious physical risk, and defined as such by approved County inspectors.

If the above conditions are met, funding will be provided to the Sponsor to be used as either the sole source of funding or leveraging to obtain other sources of funding. The funding source shall be Alachua County's SHIP Grant for the FHFC Fiscal Year 2003-2004 funding cycle.

III. ELIGIBLE PROGRAM RECIPIENTS

An eligible recipient must meet three (3) key eligibility criteria in order to participate:

- Must **own and occupy** (either before construction in the case of rehabilitation, or after if the funds are being used to construct an entirely new home) the home in which he/she resides as a **principal residence**.
- Must be **low or very low income**; that is, the recipient(s) must have an annual gross income that does not exceed eighty percent (80%) of the median income for the area for his/her household size.
- Must reside in **Alachua County** outside the incorporated limits of the City of Gainesville with a demonstrable need for housing assistance.

IV. ELIGIBLE PROPERTY

Any existing owner-occupied unit, or residentially zoned property, located within Alachua County outside the incorporated limits of the City of Gainesville is eligible for assistance.

Maximum property value for existing single family properties after rehabilitation or construction shall not exceed 90% of the median area purchase price of existing single family housing as established by the U.S. Department of Treasury.

Mobile homes and rental properties may **not** be assisted.

V. PROPERTY STANDARDS

The property may meet or exceed the local housing code requirements preceding the repairs, except where the Applicant is applying for Emergency Repair funding.

VI. FORM OF OWNERSHIP

Ownership types include the following:

- Fee simple title in a single family attached or detached unit; **OR**
- Ownership of share(s) in a cooperative corporation with a proprietary lease in a residential cooperative unit;
OR
- Life estate for the life of the recipient in a single family attached or detached unit; **OR**
- Real estate/Construction Contract showing purchase price and method of financing.

VII. ELIGIBLE COSTS

Eligible **Program Costs** include the following:

- Unit Repair Costs: Material and labor used in performance of eligible construction, rehabilitation or repairs on assisted eligible units; other professional costs related to construction, rehabilitation or repair of assisted eligible units.

- Program Delivery Costs: Costs to sponsor agency directly linked to performance of eligible construction/repair activities on assisted eligible units; no more than 15 % of total program costs.

Eligible **Developer Fees** will be paid on the basis of unit completion:

- A completed unit is one for which there has been a closing, and ownership has been transferred to the applicant, or, in the case of rehabilitation activities, the receipt of a Final Inspection or Certificate of Occupancy. The total Developer Fees may not exceed 5% of the Total Program Costs.

VIII. DISBURSEMENT OF FUNDS

Funds shall be distributed by Alachua County directly to those program sponsors selected by the County upon receipt of appropriate documentation of eligible expenditures and client eligibility information, which shall include the following:

- Completed SHIP Single Family Housing Development Program Household Application Form (**Exhibit 1**)
- Income Certification (**Exhibit 2**) with verification of all income
- Proof of Ownership of eligible property located within Alachua County outside the incorporated limits of the City of Gainesville
- Completed repair/rehabilitation building report
- Copy of property appraisal or other evidence of current market value of the eligible property
- Executed SHIP Loan Agreement (**Exhibit 3**)

Funds shall be completely expended by March 31, 2006.

**ATTACHMENT 6
ALACHUA COUNTY S.H.I.P. PROGRAM
SINGLE FAMILY HOUSING DEVELOPMENT PROGRAM
APPLICATION**

Date: _____ Time: _____ Case #: _____

APPLICANT'S INFORMATION:

Applicant: _____ SSN: _____

Co-Applicant: _____ SSN: _____

Street Address: _____

Mailing Address:

Telephone: Home: _____ Work: _____

Do you reside in Alachua County? yes [] no [] Do you own your residence? yes [] no []
Do you live within the City limits of Gainesville? yes [] no [] Do you rent? yes [] no []

What is your **monthly** mortgage payment? _____ Is it a mobile home? yes [] no []

Do you occupy or intend to occupy this home as your principal residence? yes [] no []

List the names, ages, relationship to head of household and income of **ALL** persons living in the household:

NAME	AGE	RELATIONSHIP TO HEAD OF HOUSEHOLD	INCOME

TOTAL ANNUAL GROSS HOUSEHOLD INCOME for all persons 18 years or over: \$ _____

APPLICANT'S EMPLOYER/SOURCE OF INCOME:

NAME: _____ PHONE: _____
ADDRESS: _____ YEARS EMPLOYED: _____

SPOUSE'S EMPLOYER/SOURCE OF INCOME:

NAME: _____ PHONE: _____
ADDRESS: _____ YEARS EMPLOYED: _____

PLEASE ATTACH A COPY OF EXHIBIT 2, INCOME CERTIFICATION, WITH VERIFICATIONS OF EMPLOYMENT, INCOME, AND ASSETS.

APPLICANT UNDERSTANDS THAT THE INFORMATION PROVIDED IS NEEDED TO DETERMINE ELIGIBILITY FOR S.H.I.P. ASSISTANCE AND IN NO WAY ASSURES THAT THE APPLICANT WILL QUALIFY FOR ASSISTANCE. THE APPLICANT ALSO AGREES TO PROVIDE THE COUNTY WITH COPIES OF DEPENDENTS' BIRTH CERTIFICATES IF DETERMINED TO BE INCOME ELIGIBLE.

THE ABOVE INFORMATION IS TRUE AND ACCURATE:

Applicant's Signature Date Applicant's Signature Date

Attachment 7

Florida Housing Finance Corporation State Housing Initiatives Partnership (SHIP) Program

INCOME CERTIFICATION - HOME OWNER Effective Date:

Part I: HOUSEHOLD AND INCOME DATA

A: Applicant Information

- 3. Current Home owner: _____
- 4. Home Buyer: _____
- 5. Purchasing: Existing Unit _____ Newly Constructed Unit

B.	Names of All Household Members	Relationship	Birth Date/Age
(1)			
(2)			
(3)			
(4)			
(5)			
(7)			

C. Household Size	D. Subsidy Use (Check All That Apply)
	Down Payment Assistance
	Closing Costs
	Interest Subsidy
	Loan Guarantee
	Principal Buydown
	SHIP Rehabilitation
	Emergency Repair
	Other

F. Assets: All household members including minors.

Household Member	Asset Description	Total Cash Value	Income from Assets
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
Total Net Value of Assets		F(a) \$.....	
Total Actual Value Assets			F(b) \$.....
If line F(a) is greater than \$5,000, multiply that amount by HUD approved passbook rate 2% and enter results in F(c); otherwise, leave blank.			F(c) \$.....

G. Gross Annual Income: Earned income and support paid on behalf of minors.

Household Member	Wages/ Salaries	Benefits/ Pensions	Public Assistance	Other Income (include bonus, tips, overtime, and commissions)	Asset Income
(1)					Enter the Greater of lines F(b) or F(c), above, in box (e) below.
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
Totals	(a)	(b)	(c)	(d)	

Enter Total of items G(a) through G(e).	
---	--

This is <u>Annual Income</u>	\$.....
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PART II: INCOME CERTIFICATION

A. Household Data: For reporting purposes only and not to determine eligibility

(Check all that apply)

Race

- White, Non-Hispanic Asian
- Black, Non-Hispanic American Indian
- Hispanic (Black or White) Other

Special Needs

- Elderly Homeless
- Farmworker Persons With Aids
- Other Handicapped/Disabled

C. Applicant Statement: The information on this form is to be used to determine maximum income for eligibility. I/we have provided for each person set forth in Item 2A acceptable verification of current anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief under penalty of perjury.

WARNING: Florida Statute 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 Section 775.082 or 775.83.

(SIGNATURE - - HEAD OF HOUSEHOLD) DATE

(SIGNATURE—SPOUSE/CO-HEAD OF HOUSEHOLD) DATE

D. Program Administrator Statement: Based on the income information provided by the household and upon proofs and documentation submitted, the household is: (check one)

_____ **Very-Low Income (VLI)** Household based on the current applicable definitions of up to 50% of the median of the income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

_____ **Low Income (LI)** Household based on the current applicable definitions of up to 80% of the median income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

_____ **Moderate Income (MI)** Household based on the current applicable definitions of up to 120% of the median income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.

SIGNATURE OF THE SHIP ADMINISTRATOR OR HIS/HER DESIGNATED REPRESENTATIVE:

Name: _____ Date: _____

Title: _____

ATTACHMENT EIGHT

**ALACHUA COUNTY SHIP PROGRAM
SINGLE FAMILY HOUSING DEVELOPMENT PROGRAM
PROMISSORY NOTE**

This Agreement made this _____ day of _____, 200____, between Alachua County, a political subdivision of the State of Florida, ("County") and _____, ("Recipient") who is the title owner of _____, located at _____, in the City of _____, County of _____, Florida.

WHEREAS, the County is carrying out a Housing Grants Program funded by and through the Florida State Housing Initiatives Partnership ("SHIP") Program; and

WHEREAS, pursuant to Section 420.907 et seq., Florida Statutes, the State of Florida has made available to the Recipient, through the County, certain funds to be used in the rehabilitation of housing for families and individuals of very low income; and

WHEREAS, the parties hereto wish to preclude speculation and windfall profit from the sale of properties rehabilitated with said funds;

NOW, THEREFORE, in consideration of the provision of financial assistance to rehabilitate the following described property, the Recipient covenants and agrees as follows:

1. SHIP funds in the amount of _____ (Dollars) (\$) _____) have been provided to or for the benefit of Recipient to rehabilitate the property.

2. If the subject property is transferred, sold, or goes into estate as defined below, either voluntarily or by operation of law, within five (5) years from the date hereof, the Recipient shall return to the County that percentage of said financial assistance shown in Column B below, for any such transfer which becomes effective on or before the anniversary date of this Agreement set forth in Column A below.

<u>Column A</u>	<u>Column B</u>
1st year	100 %
1 - 2 years	90 %
2 - 3 years	80 %
3 - 4 years	70 %
4 - 5 years	60 %
5 - 6 years	50 %
6 - 7 years	40%
7 - 8 years	30%
8 - 9 years	20%
9 -10 years	10%
After 10 years	0%

Transfer means any transfer by deed or otherwise of possession of the subject property for occupancy by one other than the original owner on the date of this Agreement, except where the Recipient dies and the heir(s) occupy the property as their legal residence and are of very-low or low income status.

3. Provision two (2) of this Agreement regarding transfer of the subject property shall not apply to a transfer from the Recipient to the Recipient's spouse if the Recipient's spouse was a member of the Recipient's household on the date of the Agreement, as evidenced by the Income Certification form submitted to the County by the Recipient to establish eligibility for SHIP funds. If the subject property is transferred from the Recipient to the Recipient's spouse, all provisions of this agreement shall run with the land and, thereafter, be applicable to any transfer made by said spouse; provided, however, the time period for reimbursement to the County, as set forth above, shall be computed from the date of this Agreement.

4. The Recipient understands and agrees that this Agreement shall be recorded in the Clerk and Records Office of Alachua County, Florida, and that this Agreement shall be a legal and binding contract between Alachua County and the undersigned individual(s), enforceable in the courts of the United States until automatically released by the terms hereof.

IN WITNESS WHEREOF, the Recipient(s) have executed this Agreement of the _____ day of _____, 20 ____.

OWNER

OWNER

WITNESSES AS TO OWNER(S):

Type or print name:

Address:

Type or print name:

Address:

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing was acknowledged before me this _____ day of _____, 20 ____,
by _____. My commission expires _____.
Witness my hand and Official Seal.

Notary Public

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing was acknowledged before me this _____ day of _____, 19
__, by _____. My commission expires _____.
Witness my hand and Official Seal.

Notary Public

ATTACHMENT 9: Annual Report Household Data Summary

_____ Name of Client

_____ Street address

_____ City name _____ Zip Code

Yes _____ No _____ Unincorporated area

_____ Age of head of household _____ Number of persons in household

_____ Race _____ Special Needs

_____ Type of assistance (rehab, down payment assistance, etc.)

_____ Applicant name or project identifier

_____ Date SHIP funds encumbered

_____ Total gross household income ___VERY LOW INCOME-OR ___LOW income

_____ Total amount of funds expended (sum of draws)

_____ Expenditure date (date funds are fully expended and unit is occupied.)

_____ SHIP loan amount

_____ Amount of other public funds in unit/project

_____ Amount of private funds in unit/project

_____ Owner contribution

_____ Sales price or value

Attachment 10: Housing Rehab File Checklist

Income eligibility forms

1. Application for Assistance _____
2. Income Verification(s) _____
3. Asset Verification(s) _____
4. Income Certification _____
5. Commitment Letter _____
6. Signed lien/2nd mortgage agreement _____
7. All relevant correspondence _____

Rehab forms

8. Proof of ownership _____
9. Property Value Determination _____
10. Work Write-Up & Cost Estimate _____
11. Contractor bids _____
12. Construction contract _____
13. Contractor Payment Requests _____
14. Inspection Reports _____
15. Release of liens _____
16. Contractor warranties/notice _____
17. Final Inspection _____
18. Documentation of Interim/ Final Payments _____