

## PARTNERS IN HOUSING INITIATIVE AGREEMENT

This Partners in Housing Initiative Agreement ("Agreement") is entered by and between the **Alachua County Housing Authority**, an independent legal entity created by law (referred to as the "ACHA" or the "Housing Authority") and **Alachua County, Florida**, a charter county and political subdivision of the State of Florida (the "County") and **Family Promise of Gainesville, Florida, Inc.**, a Florida not for profit corporation ("Family Promise"), collectively the "Parties."

**WHEREAS**, the Alachua County Housing Authority (ACHA) provides rental subsidies and manages affordable public housing units for families, seniors, and persons with disabilities throughout Alachua County, Florida; and

**WHEREAS**, the ACHA has a public housing waitlist and application process; and

**WHEREAS**, Family Promise is an established part of the local Continuum of Care system and gets housing referrals from the System, other social service agencies, local schools, 2-1-1, and other referral processes; and

**WHEREAS**, the parties have proposed a Partners in Housing Initiative ("Initiative") in which the parties will collaborate to help families and individuals, that meet eligibility criteria, as defined herein, to secure affordable housing in Alachua County; and

**WHEREAS**, the Board of County Commissioners of Alachua County ("Board") has established the Alachua County Affordable Housing Trust Fund for the purpose of providing a fund to create and sustain affordable housing and address the needs for affordable housing within Alachua County; and

**WHEREAS**, the Board finds by entry of this Agreement the certain use of Trust Funding, specified herein, will address needs for affordable housing within Alachua County and such is appropriate purpose and use of the funds held in trust; and

**WHEREAS**, the Parties enter into this Agreement in support of the Initiative.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, ACHA, the County, and Family Promise agree as follows:

- A. **Recitals**. The foregoing recitals are incorporated herein.
- B. **Purpose and Scope**. The Parties are supportive of implementing the Partners in Housing Initiative ("Initiative"). The Initiative shall assist homeless families with a disabled parent or homeless families with the ability to gain employment and increase income and secure suitable rental housing in Alachua County, Florida. The purpose of this Agreement is to identify the responsibilities of the Parties regarding a support of the Initiative, as provided for herein and in the Scope attached hereto as **Exhibit "A"** and incorporated herein.
- C. **Responsibilities of Alachua County**. The County agrees to provide and complete the following responsibilities related to the Initiative:
  1. Allocate the maximum amount of \$200,000 from the Alachua County Affordable Housing Trust Fund to be provided to the ACHA for the Partners in Housing Initiative ("Trust

Funding”). The Parties agree that the Trust Funding will be payable to the ACHA from the County and that the County may make payments in one or more installments during the term of this Agreement. ACHA and Family Promise will provide to the County’s Department of Community Support Services the ability to monitor and will provide documentation, upon request, and accounting of uses of the Trust Funding and assurance the Trust Funding is for the purposes provided herein. The Parties hereto understand that this Agreement is not a commitment of future appropriations by the County. The Trust Funding shall not be utilized by any Party for any other purpose except that described in this Agreement.

2. Execute and manage this Agreement jointly with the ACHA.
3. Collaborate with and assist ACHA in developing, implementing, and evaluating the Initiative.

D. **Responsibilities of Family Promise.** Family Promise agrees to provide and complete the following responsibilities:

1. Utilize for the Initiative the criteria described in **Exhibit “B”**, attached hereto and incorporated herein, which is based upon qualifying income and household and eligibility standards (“eligibility criteria”). The Parties acknowledge that Family Promise can only serve households that have children under the age of 18 in the home.
2. Utilize the FL-508 Continuum of Care’s Coordinated Entry system.
3. Complete full SPDAT. If families score 8 or higher, have the appropriate income and housing status can be documented, they may qualify for Permanent Supportive Housing. Families score 9 or Higher on the VI-FSPDAT and 53 or higher on the full F-SPDAT. All families must then be vetted to ensure they meet the ACHA requirements for voucher assistance which are consistent with the Family Promise case management grant for Permanent Supportive Housing (as approved by HUD). Specifically, the head of household must have an identified disability, and the client must also meet ACHA’s program requirements.
4. Assist families with the application process and collect documentation, as applicable.
5. Refer families to the ACHA.
6. Provide case management support for families.

E. **Responsibilities of ACHA.** Alachua County Housing Authority (ACHA) agrees to provide and complete the following responsibilities:

1. Ensure referred families and individuals in the Initiative meet the eligibility criteria.
2. Allow the County to monitor the Initiative and Trust Funding spending accordingly.
3. Conduct orientation and explain the program to owners and families including both parties’ rights and responsibilities.
4. Provide families with a Maximum Rent Burden Worksheet breaking down maximum rent and estimated tenant and ACHA portion.
5. Conduct Housing Quality Standard Inspection before occupancy.
6. Conduct interim recertification when needed for changes in household compositions and/or income.
7. Meet with families annually to conduct a reexamination of family income and circumstances. The results of the reexamination determine:
  - i. the rent the family will pay; and

- ii. whether the family subsidy is correct based on the family unit size; and
  - iii. whether the family is continuing to comply with the program obligations.
- 8. Pay landlords on the 1<sup>st</sup> of every month via direct deposit.
- 9. Inform Family Promise of any program violations, changes in household income, composition, and other important information.
- F. Term. This Agreement is effective on the day the last party signs it (“effective date”) and continues for a term of two (2) years from the effective date unless earlier terminated as provided herein. This Agreement may be renewed at the option of the Parties upon a written amendment to this Agreement signed by all Parties.
- G. Default and Termination. If any Party is in default of this Agreement, the non-defaulting Party agrees to provide the other Parties with written notice of the default and provide the defaulting Party with seven (7) calendar days to cure the default. Any Party to this Agreement may terminate in this Agreement with or without cause upon written notice to the remaining Parties. The notice shall specify the date of the termination and if no date is stated, then termination of the Agreement will be thirty (30) days from the date of the written notice of termination (“termination date”). If this Agreement expires or is terminated, then within sixty (60) calendar days from the expiration date or the termination date, ACHA will return to the County any of the Trust Funding not yet spent or earmarked for the Initiative. In the event of any dispute regarding the terms of this Agreement, the laws of Florida shall govern this Agreement and the venue shall be in a court of competent jurisdiction in and for Alachua County, Florida.
- H. Accountability. In the event, that any part of this Agreement or the Trust Funding Support is to be made from or funded by Federal, State, or other local agency monies, including County funding, ACHA and Family Promise agree to cooperate with the County to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Initiative and as specifically required by the Federal or State or local granting agency. All records and accounts related to this Agreement must be retained for and be subject to inspection, review, or audit by the County.
- I. Amendment. This Agreement may be amended at any time by mutual consent of the Parties and reduced to writing. Neither Party will assign or transfer any interest in this Agreement without the prior written consent of the other Parties.
- J. Laws & Regulations. Each Party shall comply with all federal, state, and local laws, ordinances, regulations, rules, and code requirements applicable to their responsibilities referencing this Agreement.
- K. Liability. Each Party agrees to be responsible for their respective negligent acts or omissions which in any way relate to or arise out of this Agreement. To the fullest extent permitted by law and without waiving any Party’s sovereign immunity, no Party shall be liable to any other party for any incidental, consequential, punitive, exemplary, or indirect damages, lost profits, revenue, or other damages. The County fully retains all sovereign immunity protections afforded to under Florida law it as a political subdivision of the State of Florida. This Agreement shall not be interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties.
- L. Third-Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.
- M. Public Records. Each public entity shall keep and maintain public records as required by Florida law and retain them as provided by the General Record Schedule established by the Department of State.
- N. Independent Contractor. In the performance of this Agreement, each Party is acting in the capacity

of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of any of the other Parties. Each Party is solely responsible for the means, method, technique, sequence, and procedure utilized by that Party in the full performance of the responsibilities referenced in this Agreement.

- O. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.
- P. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- Q. Exhibits. This Agreement contains Exhibit A and Exhibit B, both of which are incorporated herein. If the event there is any conflict between the terms of the body of this Agreement and those in the Exhibits, the provisions of this Agreement prevail and is understood to be the intent of the Parties. In the event of any conflict between Exhibit A and Exhibit B, attached, the provisions, conditions and definitions in Exhibit A prevail.

IN WITNESS WHEREOF, the Parties, by their duly authorized officials, hereby execute this Agreement, effective upon the date the last party signs.

Alachua County Housing Authority

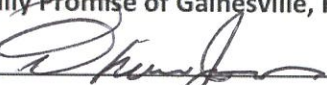
By:  \_\_\_\_\_

Title: Ken D. Armstrong

Print Name: Executive Director

Date: \_\_\_\_\_

Family Promise of Gainesville, Florida, Inc.

By:  \_\_\_\_\_

Title: Acting Executive Director

Print Name: Shari Jones

Date: 9/19/22

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

Marihelen Wheeler, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST

Approved as to form:

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

## **Exhibit A – Scope**

A. By way of the Partners in Housing Initiative (“Initiative”), the Alachua County Housing Authority, (hereinafter “ACHA” or “Housing Authority”) agrees to work with Alachua County (“County”) and Family Promise of Gainesville, Florida Inc. (“Family Promise”) to locate and assist low income, homeless households in Alachua County in accordance with the provisions contained in the federal regulations (24 CFR Part 982) and this Agreement. Family Promise must refer eligible households to the Housing Authority. Housing Authority responsibilities will include, including those referenced in the Agreement:

1. Providing rental assistance for eligible households; and
2. Counseling prospective tenants on landlord/tenant responsibilities, methods of locating suitable units, and equal housing opportunity laws.

B. The County may periodically monitor the performance of the Housing Authority and Family Promise as it relates to this Agreement.

C. “Eligible Households” include those households who have incomes at or below 50 percent of area median income, adjusted for family size, as established by HUD.

1. Eligibility is determined by comparing the household’s anticipated gross annual income (as defined in Section 8 of the United States Housing Act of 1937) for the next 12 months to the income limits for the appropriate household size. Verification of income should be completed in accordance with the rules of the Section 8 Housing Choice Voucher Program.
2. Written certification of income eligibility must be obtained prior to occupancy. If applicants or household members that are being assisted have given false information, the Housing Authority must notify Family Promise and rental assistance must be terminated.
3. Eligible Households who receive assistance under this Agreement and who are currently on a waiting list for a Section 8 Housing Choice Voucher Program cannot be removed from that waiting list and must be transitioned from the Partners in Housing program to the Section 8 program if a Housing Choice Voucher becomes available to them.

D. The Housing Authority is responsible for obtaining the following documentation for each Eligible Household applying to receive assistance:

1. Applicant In-Take Form
2. Tenant Income Certification, or HUD 50058 Form;
3. Landlord Agreement to Participate Form (original); and,
4. Signed Lease and Lease Addendum (copy).

E. The Housing Authority must obtain income verifications for each tenant.

F. Rental assistance under this program is portable only in Alachua County, Florida and is available to Eligible Households to rent the unit of their choice provided it does not already receive any form of

rental assistance. The assistance is conditioned upon the execution of a Lease Addendum between the landlord and the Eligible Household.

G. Assisted units may be publicly or privately owned; however, units covered under a project-based rental assistance agreement or Public Housing Authority units are not eligible. Units in a project partially covered by a project-based rental assistance agreement are eligible, provided that there is not project-based assistance available for the unit in question.

H. The Housing Authority will be required to inspect units prior to initial occupancy and certify to the Corporation that the unit meets minimum HUD HQS.

I. Units in cooperative housing developments are ineligible for assistance under this Agreement.

J. The landlord shall execute a Landlord Agreement to Participate and a Lease Addendum with the tenant.

K. Rental assistance is limited to a 24-month period.

L. There is no requirement regarding the term of the lease, but subsidy payments to the landlord under the Partners in Housing program shall not exceed 24 months from the date of initial occupancy. The tenant will be responsible for any damages that exceed the security deposit, as outlined in their lease.

M. Rental assistance calculations may be prorated during the initial month. Leases should begin on the first day of the actual tenant occupancy. If the lease is executed for any day other than the first of the month, the Housing Authority is responsible for paying the prorated subsidy portion of the rent for that month from proceeds provided by the County.

N. Certain lease provisions are prohibited under the Regulations. These provisions are contained in the Lease Addendum which shall be executed by the landlord and tenant.

O. The total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :

1. 30% of the family's monthly adjusted income;
2. 10% of the family's monthly income;
3. Minimum rent

Exclusions are permissible when calculating income, (e.g., dependents, disability, elderly, and childcare). Utility allowances are permissible when calculating rent.

Housing Authority will refer to the Alachua County Administration Plan and 24 CFR part 5.609 to determine all income, exclusions and deductions.

## **Exhibit B - Eligibility Criteria**

### **ELIGIBILITY FOR ADMISSION**

#### **1 INTRODUCTION**

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Alachua County Housing Authority screening criteria to be admitted to the Section 8 Program.

#### **2 ELIGIBILITY CRITERIA**

A. Family status. All families must have a Head of Household or Co-Heads of Household. The family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that live together in a stable family relationship.

- a. Children temporarily absent from the home due to placement in foster care are considered family members.
- b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

2. An elderly family, which is:

- a. A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age;
- b. Two or more persons who are at least 62 years of age living together; or
- c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A near-elderly family, which is:

- a. A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
- b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or

- c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

4. A disabled family, which is:

- a. A family whose head (including co-head), spouse, or sole member is a person with disabilities;
- b. Two or more persons with disabilities living together; or
- c. One or more persons with disabilities living with one or more live-in aides.
- d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

5. A displaced family is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized according to Federal disaster relief laws.

6. A remaining member of a tenant family is a family member of an assisted family who remains in the unit when other family members have left the unit. If the remaining member of a tenant family is a minor or minors, it will be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can receive Housing Choice Voucher assistance, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement guardian or lose the assistance.

7. A single person who is not elderly or displaced, a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a family that is:

- a. An extremely low-income a very low-income family whose income does not exceed the higher of 30% of the area median income or the poverty level.
- b. A low-income family is continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);
- c. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

- d. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
2. The 2014 Appropriations Act permanently amended the definition of “extremely low-income” (ELI) families to include families whose incomes do not exceed the higher federal poverty level or 30 percent of the AMI. For purposes of meeting income-targeting requirements, the new ELI definition applies only to families admitted after July 1, 2014.
3. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
4. The applicable income limit for issuance of a housing choice voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
5. Families who are moving into the Alachua County Housing Authority's jurisdiction under portability and have the status of the applicant rather than of participant at their initial housing authority must meet the income limit for the area where they are initially assisted under the program.
6. Families who are moving into the Alachua County Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Alachua County Housing Authority program.
7. Income limit restrictions do not apply to families transferring units within the Alachua County Housing Authority Section 8 Program.

#### C. Citizenship/Eligible Immigrant status

To be eligible for a housing choice voucher at least one member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories outlined in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

#### Family eligibility for assistance.

1. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 11.5(K) for calculating rents under the noncitizen rule).

3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

All adults must be able to sign the lease. If the State of Florida forbids individuals with ineligible immigration status from executing contracts (i.e., leases or other legal binding documents), then they are ineligible for this program.

#### D. Social Security Number Documentation

Before admission, every family member regardless of age must provide the Alachua County Housing Authority with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification before being added to the lease. If the new family member is under the age of six, within the last six months to 90-days from the date of lease-up (for applicants) or for move-in (for existing participants) the family shall have ninety (90) calendar days to provide a complete and accurate Social Security Number.

The Housing Authority may grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the person.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification.

Participants aged 62 or older as of January 31, 2010, whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Housing Authority will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant's family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. If the Social Security Number of each household member cannot be provided to the Alachua County Housing Authority within 60 calendar days of it being requested, the family shall lose its place on the waiting list and drop to the bottom of the list. During these 60 calendar days, if all household members have not disclosed their SSN at the time a voucher becomes available, the Alachua

County Housing Authority must offer the available voucher to the next eligible applicant family on the waiting list.

If an individual fails to verify within the time allowed, the family will be denied assistance or will have their assistance terminated. The Housing Authority may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

#### E. Signing Consent Forms

1. To be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the Alachua County Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Alachua County Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
  - d. A statement allowing the Alachua County Housing Authority permission to assess the applicant's criminal record with police and/or law enforcement agencies; and
  - e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

#### F. Suitability for Tenancy

The Alachua County Housing Authority determines eligibility for participation and will also conduct criminal background checks on all household members over the age of eighteen (18) of age, including live-in aides. The Alachua County Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last five years. If the individual has lived outside the local area, the Alachua County Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the Alachua County Housing Authority. The information received as a result of the criminal background check shall

be used solely for screening purposes. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Alachua County Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred.

The Alachua County Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender. The Alachua County Housing Authority will check with our state registry and if the applicant has resided in another State(s), with that State(s)'s list. The Alachua County Housing Authority will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and allowed to dispute the accuracy of the information before the denial occurs.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Alachua County Housing Authority will provide to the owner the name, address, and phone number of the applicant's current landlord and any previous landlords that are known to the housing authority.

In addition, if an owner submits a request to the Alachua County Housing Authority for criminal records concerning an adult member of an applicant or resident household, signed consent forms, and the owner's standards for prohibiting admission, the Alachua County Housing Authority must request the criminal conviction records from the appropriate law enforcement agency or agencies, as determined by the Housing Authority. If the Alachua County Housing Authority receives criminal conviction records requested by an owner, the Alachua County Housing Authority must determine whether criminal action by a household member, as shown by such criminal conviction records, may be a basis for applicant screening, lease enforcement or eviction, as applicable following HUD regulations and the owner's criteria. The Alachua County Housing Authority must notify the owner whether the Housing Authority has received criminal conviction records concerning the household member, and of its determination whether such criminal conviction records may be a basis for applicant screening, lease enforcement or eviction. However, the PHA must not disclose the household member's criminal conviction record or the content of that record to the owner, but merely the fact of whether or not they comply with HUD regulations and the owner's criteria. The Alachua County Housing Authority will charge owners a fee of \$25.00 for this service.

The same service shall be available to owners of federally assisted housing in their attempt to determine if an applicant is on the state sex offender list upon the request of the owner. Once

again, the information itself will not be disclosed to the owner; the Alachua County Housing Authority will merely apply the criteria the owner establishes. The fee for this service shall be \$10.00.

#### **G. Special College Student Eligibility Rules**

No assistance shall be provided under section 8 of the 1937 Act to any individual who:

1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
2. Is under 24 years of age;
3. Is not a veteran of the United States military;
4. Is unmarried;
5. Does not have a dependent child; and
6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible based on income to receive assistance under section 8 of the 1937 Act.

The above restriction does not apply to a person with disabilities as such term is defined in section 3(b)(3)(E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005.

### **MANAGING THE WAITING LIST**

#### **1. GROUNDS FOR DENIAL**

The Alachua County Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process promptly;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a family member who was evicted from federally assisted housing within the past five years because of drug-related criminal activity. The five year limits is based on the date of such eviction, not the date the crime was committed.

However, the Alachua County Housing Authority may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has completed a supervised drug rehabilitation program approved by the Alachua County Housing Authority; or
  2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- F. Have a household member who is currently engaging in the illegal use of a drug;

- G. Have a household member whose illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- H. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing (Denied for life);
- I. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program (Denied for life);
- J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, custody, or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a household member who is currently engaged in, or has engaged in the following during the last five years before the projected date of admission:
  - 1. Drug-related criminal activity;
  - 2. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
  - 3. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the Alachua County Housing Authority (including an Alachua County Housing Authority employee or a Alachua County Housing Authority contractor, subcontractor or agent).

Have a household member who has engaged in violent criminal activity in the last ten years.

For purposes of this section, a household member is “currently engaged in” criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.

- M. Have a family member who has been evicted from federally assisted housing in the last five years;
- N. Have a family member that the Alachua County Housing Authority terminated assistance within the past five years;
- O. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- P. Currently owes rent or other amounts to the Alachua County Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;

- Q. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- R. Have breached an agreement with Alachua County Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;
- S. If a family participating in the Family Self-Sufficiency Program, a family fails to comply, without good cause, with the family's FSS Contract of Participation;
- T. Have engaged in or threatened abusive or violent behavior towards any Alachua County Housing Authority staff member or resident;

If the Alachua County Housing Authority denies admission to the Alachua County Housing Authority's Housing Choice Voucher program based on a criminal record, the Alachua County Housing Authority will provide the person with the criminal record (i.e., the family member) and the applicant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in the procedures for the Informal Review Process for Applicants. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If the Alachua County Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

The fact that an applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking is not an appropriate basis for denial of program assistance or denial of admission, if the applicant otherwise qualifies for assistance or admission. However, if an individual is denied assistance, form HUD-50066 will be provided to the applicant at the time of denial. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such an individual. Types of acceptable verifications are outlined in Section 17.2 of this Section 8 Administrative Plan and must be submitted within 14 business days after receipt of the Housing Authority's written request for verification.