

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
HOME REPAIR PROGRAM PROVIDER AGREEMENT
BETWEEN ALACHUA COUNTY AND NEIGHBORHOOD HOUSING AND
DEVELOPMENT CORPORATION.**

THIS AGREEMENT is made and entered into this 9th day of June, 2020, 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 Alachua Neighborhood Housing and Development Corporation., a not-for-profit organization existing under the laws of the State of Florida, whose address is 633 NW 8th Avenue, Gainesville, Fl. 32601 hereinafter referred to as **Provider**,

WITNESSETH

WHEREAS, the County has been awarded State Housing Initiatives Partnership (SHIP) Program funds for State Fiscal Year 2018-2019 and 2019-2020 pursuant to §420.907 et seq., Florida Statutes, as amended (the "Act"), which provides for the implementation of projects designed to address the affordable housing needs of very low, low and moderate income households; and,

WHEREAS, the County has adopted a Local Housing Assistance Plan (LHAP) for State Fiscal Years 2017-2018, 2018-2019 and 2019-2020, in accordance with Rule Chapter 67-37, Florida Administrative Code, which provides for the creation of the Owner Occupied Rehabilitation Strategy; and

WHEREAS, said Act provides that the County may contract with sub-recipient organizations to administer and implement a project as set forth in said LHAPs; 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.

Section 1. TERM: This Agreement shall commence on the last date this Agreement is signed by both parties and shall continue in effect through June 30, 2021, unless earlier terminated, as provided herein.

Section 2. PROVIDER: The Provider is Alachua Neighborhood Housing and Development Corporation., a not for profit private body, existing under the laws of the State of Florida whose address is 633 NW 8th Avenue, Gainesville, Fl. 32601.

Section 3. DOCUMENTS/ATTACHMENTS INCORPORATED: The following documents are incorporated herein included and made a part hereof:

- Attachment 1: Scope and Schedule of Services
- Attachment 2: Project Budget
- Attachment 3: SHIP Financial Report
- Attachment 4: Activity Status Report
- Attachment 5: Program Summary and Guidelines
- Attachment 6: Annual Report Household Data Summary
- Attachment 7: File Checklist
- Attachment 8: Insurance Requirements

Section 4. COORDINATION: The Provider agrees to carry out the specified project under the general coordination of the County's Department of Community Support Services. The Director of the Department of Community Support Services, or designee, is the County's representative.

Section 5. NOTICES: Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices are deemed delivered two (2) business days after mailing, unless delivery is by personal delivery in which case delivery is deemed to occur upon actual receipt by the other party. For purposes of all notices, the representatives for the County and Provider are:

County:

Alachua County Department of Community Support Services
Stephen Weeks, Housing Program Manager
SHIP Program
218 SE 24th St.
Gainesville, FL 32641

Provider:

Corey Harris, Executive Director
Neighborhood Housing and Development Corporation.
633 NW 8th Avenue,
Gainesville, FL 32601

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

Clerk of the Circuit Court
Attn: Finance and Accounting
12 SE 1st Street
Gainesville, FL 32601

And to:

Purchasing Division

Attn: Contracts
12 SE 1st Street
Gainesville, FL 32601

Section 6. SCOPE AND SCHEDULE OF SERVICES: The Provider agrees to implement the project as described in **ATTACHMENT 1**, Scope and Schedule of Services, for the principal benefit of eligible very low-income and low-income persons, as defined in **ATTACHMENT 5**, Program Summary and Guidelines, residing in Alachua County outside the incorporated limits of the City of Gainesville at the time services are rendered

Section 7. FUNDING AND PAYMENT PROCEDURES:

7.1 Grant disbursement to the Provider is contingent upon the Provider obtaining all applicable permits and development orders from the appropriate regulatory agencies, which may include but is not limited to Alachua County. In accordance with the terms of this Agreement, the County agrees to disburse grant funds to the Provider for the specified project during the period of this Agreement up to the maximum amount of \$84,000.00, unless the maximum amount is increased by mutual written agreement of all parties to the Agreement. Such funds must be spent by the Provider in strict accordance with the authorized distribution of funds, as detailed in **ATTACHMENT 2**, Project Budget. If the maximum amount of the Agreement is increased, such additional funds must be spent by the Provider in strict accordance with the authorized distribution of funds, as detailed in an accompanying amendment to **ATTACHMENT 2**. Such expenditures must be made in the manner and for the purposes described in **ATTACHMENT 2**.

7.2 Only direct costs for the specified project as described in **ATTACHMENT 2** Project Budget are eligible for funding.

7.3 Budget Amendment:

7.3.1 The Provider may from time to time amend line items of **ATTACHMENT 2**, Project Budget, provided the total amount of such amendments does not exceed ten percent (10%) of the budget, total program delivery costs (soft costs) do not exceed ten percent (10%) of total project costs, and the total contract amount does not change. The Provider shall promptly notify the County of such amendments in writing as they occur.

7.3.2 Budget amendments not meeting the above guidelines, but not changing the total contract amount, may be made only upon prior written approval of the Alachua County Manager, or designee.

7.3.3 Budget amendments changing the total contract amount may only be made consistent with the requirements of Section 22 of this Agreement.

7.4 The County will make payments to the Provider in accordance with the following procedures:

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

7.4.2 Expenditure reports must be received by the County each time payment is requested using the format established in ATTACHMENT 3, SHIP Financial Report. The Financial Report form must contain a certification that the amounts have not been submitted to, or reimbursed by, the County under any other contract or by any other agency and must be signed by the Provider's Chief Executive Officer.

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

Alachua County Department of Community Support Services
Susan Meadows, Housing Program Coordinator
218 SE 24 St
Gainesville, FL 32641

The name and address of the official payee to whom the County makes payments to under this agreement is:

Neighborhood Housing and Development Corporation.
633 NW 8th Avenue,
Gainesville, Fl. 32601

7.4.4 The Provider must submit the final request for payment and SHIP Financial Report to the County by no later than June 15, 2021; the final payment request shall be denied if not received by the County on, or before, June 15, 2021. If the Provider fails to do so, all rights to payment are forfeited. The County may not honor any request submitted after June 15, 2021. 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.

7.4.5 All invoices shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act").

7.5 All costs must be incurred and all work must be completed by May 31, 2021. The final payment request must be submitted to the County by June 15, 2021, in accordance with paragraph 7.4.4, to be eligible for reimbursement. The County shall process and pay all complete and properly documented invoices that are received by the County by no later than June 15, 2021

7.6 The County shall retain any unused or residual funds remaining at the expiration or termination of this Agreement.

Section 8. REPORTING

8.1 The Provider shall furnish the County with a SHIP Activity Status Report with each request for payment, **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 contain project beneficiary data as requested by the County. 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.

8.2 The final Activity Status Report and accompanying **ATTACHMENT 6**, Annual Report Household Data Summary shall be submitted by the Provider to the County by no later than June 15, 2021.

8.3 The Provider shall document compliance with applicable local, State and Federal non-discrimination and affirmative action regulations.

8.4 The Provider agrees to submit to the County 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.

Section 9. AGREEMENT DURATION, EXTENSION AND TERMINATION:

9.1 This Agreement shall be effective in accordance with Section 1 of this Agreement. The Board of County Commissioners may extend the Term of this Agreement subject to the State's requirements for timely expenditure. The grant disbursement is contingent upon obtaining all applicable permits and development orders from the appropriate regulatory agencies including, but not limited to, Alachua County.

9.2 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 9.4 and 9.5 of this Section. In each instance, the action taken will be designed to, first, prevent a continuance of the deficiency (lack of progress, non-conformance, non-compliance, lack of continuing capacity); second, mitigate any adverse effects or consequences of the deficiency to the extent possible under the circumstances; and third, prevent a recurrence of the same or similar deficiencies.

9.3 If the County determines that the requirements of this Agreement have not been met, it may take one or more of the following actions, as appropriate to the circumstance:

9.3.1 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.

9.3.2 Request the Provider to submit revised progress schedules for completing required activities.

9.3.3 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 9.4 and 9.5 of this Agreement, will be taken if the deficiency is not corrected or is repeated.

9.4 If the County 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:

9.4.1 Advise the Provider to suspend, discontinue or not incur costs on current or future activity under the Agreement,

9.4.2 Advise the Provider to reimburse the County for any amount improperly expended,

9.4.3 Temporarily withhold payments pending correction of the deficiency by the Provider or more severe enforcement action by the County,

9.4.4 Disallow all or part of the cost of the activity or action not in compliance,

9.4.5 Terminate the Agreement in accordance with Section 9.5,

9.4.6 Withhold further agreements with the Provider, or

9.4.7 Take other remedies that may be legally available.

9.5 If the County 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) business 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 the 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. Termination based on the unavailability of funds 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.

Section 10. ACCOUNTABILITY:

10.1 The Provider agrees to maintain such property, personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement and to allow for the audit of SHIP funds by the County, Florida Housing Finance Corporation (FHFC), State Comptroller and/or their designees. The Provider shall comply with the applicable policies, guidelines and requirements of Office of Management and Budget (OMB) Circulars A-110 and A-122, incorporated by reference into this Agreement, as they relate to the receipt and use of SHIP funds.

10.2 All records and accounts related to this Agreement shall be retained for and be subject to inspection, review or audit by the County and State for a period of six (6) years following the date of submission of the County's Annual Report to the State in which the project under this Agreement is reported. Such review shall be during the regular working hours of the Provider following reasonable notice. Upon request, the Provider shall transfer copies of these records and accounts to the custody of the County in order to ensure their accountability for such a period.

10.3 Project Records:

10.3.1 General Provisions

10.3.1.1 Any document submitted to the County may be a

public record and is open for inspection or copying, by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.3.1.2 In accordance with Section 119.0701, Florida Statutes, the Provider, when acting on behalf of the County as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Provider shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.3.1.3 Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Provider does not transfer the records to the County.

10.3.2 Confidential Information

10.3.2.1 During the term of this Agreement, the Provider may claim that some or all of Provider's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Provider in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Provider shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Provider as "Confidential Information" or "CI."

10.3.2.2 The County shall promptly notify the Provider in writing of any request received by the County for disclosure of Provider's Confidential Information and the Provider may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Provider shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Provider shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Provider's sole cost and expense, any

such claim, even if any such claim is groundless, false, or fraudulent. Provider shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion or termination of this Agreement, the provisions of this paragraph shall continue to survive. Provider releases County from claims or damages related to disclosure by County.

10.3.3 Project Completion: Upon completion, or termination, of this Agreement, the Provider, when acting on behalf of the County as provided under 119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Provider or keep and maintain public records required by the County to perform the service. If the Provider transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

10.3.4 A Provider who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE ALACHUA COUNTY HOUSING PROGRAMS AT E-MAIL housing@alachuacounty.us PHONE (352) 337-6240, OR U.S. MAIL AT 218 SE 24TH ST, GAINESVILLE, FL 32641.

Section 11. AUDIT

11.1 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.

11.2 The Provider shall ensure that audit work papers and reports are retained for a minimum of six (6) 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

work papers are made available upon request to the County or its designees.

11.3 Two (2) copies of the audit report shall be submitted to the County's Department of Community Support Services 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.

Section 12. EMPLOYMENT OF RELATIVES: 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.

Section 13. CONFLICT OF INTEREST: 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 there under, 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.

Section 14. LOBBYING:

14.1 The Provider shall not use funds under this Agreement to directly or indirectly support, defeat or influence:

14.1.1 The outcome of any Federal, State, or local election, referendum, initiative, or similar procedure, or

14.1.2 The introduction, enactment, or modification of any pending Federal, State, or local legislation.

14.2 The Provider also certifies that:

14.2.1 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.

14.2.2 If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Florida State Legislature, an officer or employee of the Legislature, or an employee of a Member of Legislature in connection with this Agreement, the Provider shall complete and submit to the County Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Section 15. INDEPENDENT CONTRACTOR: 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 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, and purport to act, or be deemed to be the agent, representative, employee or servant of the County.

Section 16. INDEMNIFICATION:

16.1 The Provider shall be required to indemnify, protect, defend, and hold the County and its respective officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, or actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the

generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction), defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, shall be included in the indemnity hereunder. The Provider further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. The Provider agrees that its indemnification of the County shall extend to any and all work performed by the Provider, its subcontractors, employees, agents, servants, or assigns.

16.2 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. The indemnification provisions in Section 16 of this Agreement shall survive the expiration or termination of the Agreement between the County and the Provider.

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

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

Section 17. INSURANCE

17.1 Public Liability Insurance: Before commencing services under this Agreement and without limiting its liability under this Agreement, the Provider shall maintain insurance coverage of the types and in the amounts identified in ATTACHMENT 8, Insurance Requirements. A copy of current Certificate of Insurance showing coverage in the amounts and types required is attached hereto to ATTACHMENT 8.

17.2 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.

Section 18. COMPLIANCE WITH FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND LAWS

18.1 The Provider shall comply with all applicable laws, orders and regulations of the Federal, State and local governments as they pertain to this Agreement. These include but are not limited to provisions of Sections 420.907 - 420.9079, Florida Statutes, Rule Chapter 67-37, Florida Administrative Code, the County's Local Housing Assistance Plans, respectively, the Alachua County Housing Initiatives Partnership Ordinance 93-11, as well as other applicable State and Federal laws and regulations.

18.2 Nothing in this Agreement entitles or vests the Provider with any right or entitlement to any building, zoning, development order or land development code approvals without separate application and review by Alachua County. Any required development orders or other permits must be applied for and received by the Provider prior to the disbursement of grant funds.

Section 19. SHIP FUNDING RECOGNITION: 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 (SHIP) Program, and the provided SHIP logo must be included.

Section 20. FINANCIAL OBLIGATION OF THE COUNTY: 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 for State Fiscal Year 2018-2019 and 2019-2020. 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.

Section 21. ASSIGNMENT BY PROVIDER: The Provider shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any interest in this Agreement without the prior written consent of the County in writing.

Section 22. CHANGES/AMENDMENTS: The County 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 7.3 of this Agreement and an extension of the Agreement is permissible as provided in Section 9.1 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 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.

Section 23. LAW AND VENUE: This Agreement shall be interpreted, construed and governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising out of or related to this Agreement shall be in Alachua County, Florida.

Section 24. NO THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

Section 25. SEVERABILITY: 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.

Section 26. NON-DISCRIMINATION: 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.

Section 27. REQUIREMENT TO POST SIGN ON PROPERTY. The Provider shall post a sign in the front yard of each property that receives rehabilitation services under this Agreement. Provider shall post the sign no later than the first date on which rehabilitation construction commences and shall ensure that the sign remains posted until all work is completed. The signs shall be provided by the County SHIP program.

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

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

ALACHUA COUNTY, FLORIDA

By: _____
Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM

ATTEST:

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

Alachua County Attorney's Office

Neighborhood Housing and Development Corporation.
633 NW 8th Avenue,
Gainesville, FL 32601

Corey Harris, Executive Director

ATTEST:

Corporate Secretary
(SEAL)

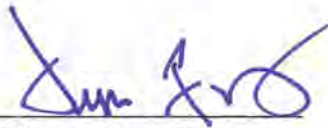
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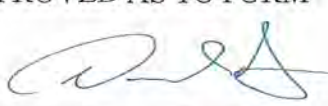
IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

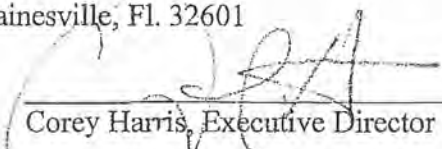
By: 
Chair
Board of County Commissioners

Date: 6/9/2020
APPROVED AS TO FORM

ATTEST: 
J.K. "Jess" Irby, Esq., Clerk
(SEAL)


Alachua County Attorney's Office

Neighborhood Housing and Development Corporation.
633 NW 8th Avenue,
Gainesville, Fl. 32601


Corey Harris, Executive Director

ATTEST:

Corporate Secretary
(SEAL)

ATTACHMENT 1

SCOPE AND SCHEDULE OF SERVICES

Project outcome and estimated number of households to be served will be adjusted based on the award amount of \$84,000.00.

Name of Agency/Organization	Neighborhood Housing & Development Corporation
Street Address	633 NW 8th Avenue
Mailing Address (if different)	Same as above
City, Zip code	Gainesville, FL 32601
Main Telephone Number	(352) 380-9119
Facsimile Number	(352) 380-9170
Federal ID Number	59-2203965
DUNS Number	17-181-9212
Executive Director (name)	Corey Harris
Telephone	(352) 380-9119
E-mail Address	charris@gnhdc.org
Chief Financial Officer	Cheryl Beardsley
Telephone	(352) 380-9119
E-mail Address	cbeardsley@gnhdc.org
Project Contact Name	Janice Crews
Street Address	633 NW 8th Avenue
City and Zip Code	Gainesville, FL 32601
Telephone	(352) 380-9119
E-mail Address	jcrews@gnhdc.org
Describe the proposed project, use additional pages as needed.	See attached
SHIP funds requested:	\$84,000
Leveraged Funds:	\$000
Estimated number of Household to be served	
Very Low Income	4
Low Income	0
Total	4
Time period of Proposed Project	
From:	Effective Date of this Agreement
To:	May 2021

Description of Project¹:

NHDC is proposing to provide home repair services for 4 very low income (<50% AMI) and 2 low income (<80% AMI) residents residing in Alachua County. The funding will be used to mitigate those very serious housing conditions that adversely affect the health, safety and well-being of the homeowners. NHDC will work with Community Support Services and other partners to select clients. NHDC is fully aware of the 20% requirement to serve persons with special needs.

Once clients have been identified, NHDC will request a listing of documents to ensure eligibility; once eligibility is verified, the Real Estate Development Director will assess the home and prioritize the most critical repairs. NHDC will complete a work write up and review with the client proposed repairs. Then NHDC will bid out the work and award the contract.

Upon project completion, the property is inspected by the county. Then NHDC will bill the county once all checks have cleared.

Each recipient will have access to up to \$18,000 to complete repairs. If NHDC determines \$18,000 isn't enough to repair and secure the home, NHDC will work with the county to determine if the homeowner is eligible for another program or request additional funding to assist the client. In the event the repair cost is less than the \$18,000, NHDC will pool the surplus funds to serve additional homeowners.

Although NHDC estimates the cost to operate the program is \$18,600 or 15%, the organization is requesting a 10% developer's fee or \$8,400.00, which is the maximum set for the program; NHDC will use unrestricted NeighborWorks money to offset the additional administrative expense to operate the program. The remaining will be used for direct program cost.

☐ *Check if continued on additional page(s)*

¹ Describe all activities to be undertaken and the projected cost, without regard to the funding source or whether such funding will be counted for leverage

TAB 2

Time Schedule:

Projected time for completing vital activities needed to complete the proposed project including but not limited to client selection including income verification and income certification; Home inspections & Work write-ups; Bidding & awarding contracts; Unit construction start; Submittal for request for payment; Number of unit completion etc.

Vital Activity	Quarter I	Quarter II	Quarter III	Quarter IV
Client Selection	2	2		
Inspection & Work write-ups		3	2	
Bidding & awarding contract		3	2	
Unit construction start		3	2	
Payment request submittal			2	2
Unit completion			2	2

ATTACHMENT 2

PROJECT BUDGET

EXPENDITURES BY CATEGORY HOME REPAIR <u> X </u> SPECIAL NEEDS <u> X </u> BOTH	CURRENT YEAR BUDGET PROPOSAL
PROGRAM COSTS:	
1. Construction costs: Material and labor used in performance of eligible repair activities on assisted eligible units; construction soft costs such as engineering costs and construction, rehabilitation, repair and relocation costs associated with rehabilitation of the residence usually occupied by a homeowner.	\$75,600.00
2. Developer Fee (10% MAX.)² A. Amount of developer fee to be charged per home repaired.	Avg. \$2,000 per home or 10%
B. Number of homes to be repaired.	4
C. Total Development Fee (Multiply Developer fee by number of homes to be repaired and enter total amount).	\$8,400.00
TOTAL PROGRAM BUDGET : [Sum of Construction costs and Developer fees; (Line 1+ Line 2C)]	\$84,000.00
TOTAL	\$84,000.00

² DEVELOPER FEE is a lump sum amount, a Sub recipient may claim on completing eligible program activities on an eligible property of an eligible recipient. Developer fee shall cover costs of Inspection, Income Certification, Title search, Recording fees, Homeowner's insurance if any etc. Developer fee will be paid based on per unit completion, and the amount must be counted toward the maximum SHIP award amount per client. A completed unit is one for which all repair, rehabilitation and replacement works have been fully completed per contract and an approved Final Certificate of Completion or a Certificate of Occupancy has been issued by the Building Official and submitted along with the final request for payment.

ATTACHMENT 3

**ALACHUA COUNTY
SHIP PROVIDERS FINANCIAL REPORT**

A. Provider Organization: _____

B. Reporting Period: _____

C. Program Revenues:	Approved Budget	Current Period	Cumulative To-Date	Available Balance
Alachua County/SHIP Funds				\$ -
Provider/Matching Contribution				\$ -
Total Cash Received	\$ -	\$ -	\$ -	\$ -
D. Program Expenditures:	Approved Budget	Current Period	Cumulative To-Date	Available Balance
Program Costs				0
Developer Fee (not to exceed \$1,500.00 paid per unit completed)				0
Project Delivery Cost (PDC)				0
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
ACTIVITY STATUS REPORT**

SHIP ACTIVITY STATUS	Reporting Period: PART II	Page ___ of
PROVIDER ORGANIZATION: NHDC		
REPORT AS APPROPRIATE - Activity Status/Accomplishment		

ATTACHMENT 5

ALACHUA COUNTY SHIP PROGRAM HOME REPAIR GUIDELINES

I. PROJECT AREA and PURPOSE:

The SHIP Home Repair Program is available to provide emergency repairs/rehabilitation of substandard housing, housing rehabilitation, and demolition/reconstruction of eligible existing homes to eligible low and very low-income homeowners residing in Alachua County outside the incorporated limits of the City of Gainesville. Funding will be made available through eligible Providers who will be awarded funds on a competitive basis to implement the Program. An eligible Provider is a 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 Providers that provide employment opportunities to clients of the State Work Development Initiative (WDI) and the Welfare Transition Program. This Program shall be operated in accordance with all applicable rules and regulations of the County, the State of Florida, and Florida Housing Finance Corporation.

II. FUNDING:

The Alachua County SHIP Program provides funding through eligible providers for these projects to eligible recipients. In the case of home repairs/rehabilitations, funding shall be provided in the form of a zero-interest, ten (10) year, forgivable, deferred payment loan. Each year the owner resides in the assisted unit, the loan principal shall be reduced by 10%. At the end of the ten year term, the agreement shall expire of its own accord. Providers will be required to execute a contract with Alachua County prior to receiving any approved funds and provide the County with a certificate of insurance in a form acceptable to the County.

The funding sources shall be the Alachua County SHIP State Fiscal Year 2018-2019 and 2019-2020 **Funds from the Home Repair Program may not be used in conjunction with funds from the Down Payment Assistance Program.**

III. ELIGIBLE PROGRAM ACTIVITIES:

Eligible activities include:

Emergency Repair/Rehabilitation of substandard housing
Housing Rehabilitation

ELIGIBLE PROGRAM RECIPIENTS:

An eligible recipient must meet the following eligibility criteria in order to participate:

1. Must own and occupy (either before repairs in the case of rehabilitation, or after if the

funds are being used to construct a replacement home) the home in which he/she resides as a principal residence.

2. In no case shall any household served have an annual gross income that exceeds eighty percent (80%) of the median income for the area for his/her household size.
3. Must reside in Alachua County outside the City limits of Gainesville.
4. No assistance will be provided to any property owner who is in arrears in local property taxes.
5. Recipient applicant must be willing to execute all necessary documents on a timely basis.
6. Recipient selection will be on a first come, first-served basis, unless otherwise specified by the Provider in its application.
7. No recipient who has received home repairs under the Home Repair Program shall be eligible to re-apply for assistance for a period of five (5) years from the date the repairs have been completed.
8. A minimum of twenty percent (20%) of the funding will be utilized to serve persons with special needs as defined in 420.0004 Florida Statutes. Additionally, the first priority is to serve homeowners with developmental disabilities by providing home modifications, including technological enhancements and devices which will allow homeowners to remain independent in their homes.

IV. ELIGIBLE PROPERTY:

- Any existing owner-occupied unit, located within Alachua County outside the incorporated limits of the City of Gainesville is eligible for assistance. Manufactured buildings meeting the requirements of Florida Statutes 553 are eligible. Mobile homes that are two years old or less are eligible for assistance.
- Maximum property value for existing single family properties after rehabilitation or construction shall not exceed the value allowed by Alachua County SHIP, currently \$160,000 for both replacement and existing homes.
- No rental properties may be repaired /rehabilitated or purchased under this program.
- Each unit must meet and may exceed minimum housing code with the exception of emergency repairs.

VI. PROPERTY STANDARDS

The property must meet and may exceed the minimum housing code requirements following the repairs, except where the Applicant is applying for Emergency Repair funding. To be designated as an Emergency Repair Project, the unit must be the dwelling of a household receiving less than 50% of the Area Median Income, adjusted for family size; OR be the dwelling of a disabled person as defined by the Social Security Act, AND be in a severely distressed state such as a dwelling where continued habitation would put the owner at serious physical risk.

VII. 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.

VIII. ELIGIBLE COSTS

Eligible Program Costs include the following:

Construction 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.

Developer Fee

Developer Fee is a lump sum amount a Provider may claim on completing eligible program activities on an eligible property of an eligible recipient. Developer fee shall cover all costs of completing each unit for activities such as Inspection, Income Certification, Title search, Recording fees, Home owner's insurance if any etc. Developer fee will be paid on the basis of per unit completion, and the amount must be counted toward the maximum SHIP award amount per client. A completed unit is one for which all repair, rehabilitation and replacement works have been fully completed per contract and an approved Final Inspection or a Certificate of Completion has been issued and submitted with the final request for payment.

IX. DISBURSEMENT OF FUNDS

Funds shall be disbursed by Alachua County directly to program Providers either on a **Reimbursement basis** or disbursed directly by Alachua County through the **Purchase Order (PO) process** upon receipt of appropriate documentation of eligible expenditures and client eligibility information as listed below.

By Reimbursement process: The County requires documentation of all expenditures for which reimbursement is requested. Construction/repair costs must be substantiated by invoices, copies of paid, canceled checks (copies front and back) or other forms of backup as approved by the County Finance and Accounting Department. Developer fees must be documented by the receipt of a Final Inspection or Certificate of Occupancy.

By Purchase Order process: Individual Purchase Order will be issued to qualified contractors by the County Purchasing per County's competitive bidding process for each repair, rehabilitation or replacement housing jobs. Property owner shall execute a construction contract with the contractor to complete the job within a certain time frame.

The Provider will submit request for reimbursement certifying percentage of job completion and in accordance with paragraphs (A) (B) and (C) below through the County SHIP office with evidence of job completion, along with backup documents for eligible expenditures per the Provider agreement and Program guidelines. Check will be issued by F&A directly to the contractor.

Final payment: The final payment approval requires acceptance of all work by the Owner, approved Final Certificate of Completion/ Certificate of Occupancy from the Building Official, submission of all manufactures' and other warranties to the owner, contractor's warranty covering the entire job for one year, waiver of liens from all subcontractors, from all parties who were not paid when the contractor received partial payments, an affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

Documentation of eligible expenditures and client eligibility includes but is not limited to the following:

- Completed SHIP Home Repair Program Household Application (To be included in the first request for reimbursement on a recipient's unit).
- Income Certification with verification of all income and assets (*To be submitted as soon as the certification is executed and before expending any SHIP funds for an applicant*).
- SHIP Commitment Letter.
- Proof of Ownership of eligible property located within Alachua County outside the incorporated limits of the City of Gainesville.
- Inspection report.
- Copy of property appraisal or other evidence of current market value of the eligible property. (For the final request for reimbursement on a recipient's unit).
- Executed SHIP Mortgage.
- SHIP Promissory Note.
- File Checklist ATTACHMENT 7: Annual Report Household Data Summary (For the final request for reimbursement on a recipient's unit).

X. **MAXIMUM AWARD: \$20,000 per household, including developer fee.**

**ATTACHMENT 6
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 (White, Black, Hispanic, Asian, American Indian, Other)
	Special Needs (Farm Worker, Developmentally Disabled, Homeless, Elderly, Other-explain)
	Type of repair assistance (Minimum Housing Code Repairs or Emergency Repairs)
LOW INCOME OR _____ LOW INCOME	Total gross household income _____ VERY
	Total amount of funds expended (sum of draws)
	Date of client award (or commitment) letter
expended and unit is occupied.)	Expenditure date (date funds are <u>fully</u>
	SHIP loan amount
	Amount of other public funds in unit/project
	Amount of private funds in unit/project
	Owner contribution

ATTACHMENT 7
FILE CHECKLIST

Required Documents for S.H.I.P. Home Repair Program File

Eligibility Documents

The following documents are provide by Alachua County Housing Division

1. SHIP Program Application:
2. Income verification documents on file in Housing office
3. Asset verification documents on file in Housing office
4. SHIP Program Income Certification on file Housing office
5. Mortgage Agreement and Promissory Note prepare for signature by Housing office
6. Proof of ownership
7. Property Value Determination
8. Insurance

Provide by NHDC	Check Box
9. Commitment Letter to client for SHIP funds	
10. Signed lien / Mortgage Agreement	
11. All relevant correspondence	
12. Work Write-Up & Cost Estimate	
13. Contractor bids	
14. Construction contract	
15. Contractor Payment Requests	
16. Inspection Reports	
17. Release of liens	
18. Contractor warranties/notice	
19. Final Inspection	
20. Documentation of Interim/ Final Payments	

ATTACHMENT 8
INSURANCE REQUIREMENTS
TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

Risk Management
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601
dryon@alachuacounty.us
Phone: 352-374-5297
Fax: 352-381-0168
Attn: Darlene Ryon