

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
OWNER OCCUPIED REHABILITATION PROGRAM PROVIDER
AGREEMENT BETWEEN ALACHUA COUNTY AND REBUILDING
TOGETHER NORTH CENTRAL FLORIDA INC., NO 14493**

THIS AGREEMENT is 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 Rebuilding Together North Central Florida, Inc., a Florida not-for-profit corporation organized under the laws of the State of Florida, whose principal address is 4550 SW 41st Blvd. Suite 2, Gainesville, FL 32608 hereinafter referred to as “Provider”. Collectively hereinafter, the County and the Provider are referred to as the “Parties”.

WITNESSETH

WHEREAS, the County has been awarded State Housing Initiatives Partnership (SHIP) Program funds for SHIP SFY 2023-2024 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 2023-2026, 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, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of these mutual promises and covenants set forth herein, the Parties hereto agree as follows:

Section 1. TERM: This Agreement shall commence on the last date this Agreement is signed by both Parties and shall continue in effect through December 31, 2025, unless earlier terminated, as provided herein.

Section 2. PROVIDER: The Provider is Rebuilding Together North Central Florida Inc., a not for profit private body, existing under the laws of the State of Florida whose address is 4550 SW 41st Blvd. Suite 2, Gainesville, FL 32608.

Section 3. DOCUMENTS INCORPORATED BY REFERENCE: The following documents are attached to this Agreement, incorporated herein by this reference, and made a part hereof:

- Attachment 1: Scope and Schedule of Services
- Attachment 2: Project Budget
- Attachment 3: SHIP Financial Report
- Attachment 4: 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
 Ralston Reodica, Housing and Strategic Development Director
 SHIP Program
 218 SE 24th St.
 Gainesville, FL 32641

Provider: Rebuilding Together North Central Florida Inc.
 R. D. Bonnaghan, Executive Director
 4550 SW 41st Blvd. Suite 2
 Gainesville, FL 32608

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:

Procurement 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 **Three Hundred Thirty Thousand Dollars, (\$330,000.00)**, unless the maximum amount is increased by mutual written agreement of all Parties to this Agreement, executed with the same formalities as this Agreement. The Provider may only spend the funds distributed pursuant to this Agreement in strict accordance with the authorized distribution of funds, as detailed in **ATTACHMENT 2**, Project Budget. If the maximum amount of funds issued pursuant to this 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 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 expenditure reports, along with required source documentation. 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 these 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
Patrick Miller, 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:

Rebuilding Together North Central Florida Inc.
4550 SW 41st Blvd. Suite 2
Gainesville, FL 32608

7.4.4 The Provider must submit the final request for payment and SHIP Financial Report to the County by no later than January 15, 2026; the final payment request shall be denied if not received by the County on, or before, January 15, 2026. If the Provider fails to do so, all rights to payment are forfeited. The County may not honor any request submitted after January 15, 2026. 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 December 31, 2025. The final payment request must be submitted to the County by January 15, 2026, 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 January 15, 2026.

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 the Provider’s 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 January 15, 2026.

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

8.4 The Provider shall 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 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 Provider has not met or satisfied the requirements of this Agreement, 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 Require 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 Require the Provider to suspend, discontinue, or not incur costs on current or future activity under the Agreement,

9.4.2 Require 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 Sections 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, it may do so by giving prior written notice to the Provider of such suspension or termination and specifying the effective date thereof, at least 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 may be made for suspension or termination expenses.

If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than 24 hours' written notice 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.

9.6 This Agreement may be terminated by any party, without cause, upon prior written notification to the other parties, specifying the termination date, which in no event shall be less than 60 calendar days from the date such notice is given, setting forth the reason(s) for such termination. In the event of such termination, the County shall pay Provider such amount as required to compensate for work satisfactorily performed before the termination date. The County will, in its sole discretion, determine the value of such amount, and all costs shall be subject to prior approval by the County. Termination under this paragraph may 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 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 must be retained for, and be subject to, inspection, review, or audit by the County and State for a period of 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 or license, the Contractor may claim that some or all of Contractor'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 Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor 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 Contractor as "Confidential Information" or "CI."

10.3.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor 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. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor 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 of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10.3.3 Project Completion: Upon completion of, or in the event this Agreement is terminated, the Contractor, 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 Contractor or keep and maintain public records required by the County to perform the service. If the Contractor 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 Contractor 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 Counties 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 PUBLIC RECORDS CUSTODIAN AT E-MAIL publicrecordsrequest@alachuacounty.us OR BY PHONE (352) 264-6906, OR U.S. MAIL AT 12 SE 1ST ST, GAINESVILLE, FL 32601

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 current 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 calendar days after the completion of the audit, but in no case should the audit be completed and the report submitted later than 120 calendar 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 of such letters or reports must 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 may 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 may 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 Required. 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 Section 420.907 - .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 grant agreement entitles or vests the Provider with any right or entitlement to any building, zoning, development order or land development code approvals without separate application and review by 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 Years 2023-2024. 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.

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 must be negotiated by the County and Provider, and if mutually agreeable, must be incorporated as written amendments to this Agreement and must 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: Paragraph 16 is an essential and indivisible provision of this Agreement and must be interpreted to provide the broadest protection to the County. If paragraph 16 is declared to be void by a court of law, then the entire Agreement is void. If any other provisions of this Agreement are declared void by court of law, all other provisions will remain in full force and effect.

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.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Charles S. Chestnut, IV, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby Esq. Clerk

Alachua County Attorney

ATTEST:

REBUILDING TOGETHER NORTH
CENTRAL FLORIDA INC.

Corporate Secretary (Signature)

Maury W. Ivey

Corporate Secretary (Printed Name)

By: _____
R.D. Bonnaghan, Executive Director
4550 SW 41st Blvd. Suite 2
Gainesville, FL 32608

IF THE PROVIDER IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

ATTACHMENT 1

SCOPE AND SCHEDULE OF SERVICES

ALACHUA COUNTY SHIP HOME REPAIR PROGRAM
SFY 2022-2023/2023-2024 COMBINED FUNDING CYCLE APPLICATION

Name of Applicant/Organization	Rebuilding Together North Central Florida
Street Address	4550 SW 41st Blvd. Suite 2
Mailing Address (if different)	
City	Gainesville
Zip Code	32608
Main Telephone Number	352-373-2573
Facsimile Number	N/A
Federal ID Number	20-3022563
DUNS Number	933819687
Executive Director (name)	RD Bonnaghan
Telephone	386-503-1269
E-mail Address	rd@rebuildingtogetherncf.org
Chief Financial Officer	Erik Otte, Board Treasurer
Telephone	352-231-0991
E-mail Address	erikotte@scherernfl.com
Project Contact Name	RD Bonnaghan
Street Address	4550 SW 41st Blvd. Suite 2
City and Zip Code	Gainesville, 32608
Telephone	386-503-1269
E-mail Address	rd@rebuildingtogetherncf.org
Application Type:	
Special Needs/ Housing Repair	<input type="checkbox"/>
Describe the proposed project, use additional pages as needed.	
<p>Rebuilding Together North Central Florida (RTNCF) is a local affiliate of Rebuilding Together--a leading national nonprofit in safe and healthy housing. We are committed to transforming the lives of low-income homeowners by improving the safety and health of their homes and revitalizing their communities. Affiliates like ours and our generous supporters are invested in making a greater impact and empowering individuals, families and communities.</p>	

RTNCF has been an active, leading expert in home repair and rehabilitation since 2005, and has been actively utilizing SHIP funds for such repairs for the past ten years of our nearly 20 year history in providing these essential services.

This project proposes to increase the health, safety, and affordability of local housing stock through repair and rehabilitation efforts consistent with our critical and emergency repair programs. SHIP funds will be leveraged with other funds available to RTNCF to maximize impact and will focus on SHIP prioritized repairs and processes.

When household needs are not in line with SHIP guidelines, RTNCF will seek other (leveraged) resources to meet those needs. Full details of the program are listed below.

With SHIP funds, RTNCF anticipates serving 10 homes, if fully funded at the \$330,000 level.

****Note:** RTNCF is able and willing to serve special needs households via their standard Critical Home Repair Program. RTNCF will work closely and directly with Alachua County Housing Programs to determine the expected percentage of special needs households to identify, and to pre-qualify applicants to meet the required minimums as needed. As Alachua County Housing Programs will be allocating the full SHIP allocation, and RTNCF intends to administer only a portion, RTNCF will follow the lead of Alachua County in setting goals and metrics related to special needs homes served.

SHIP funds requested:	\$ 330,000.00
Leveraged Funds:	\$ 100,000.00 (est.)
Estimated number of Household to be served	
Very Low Income	6
Low Income	4
Total	10
Time period of Proposed Project	
From:	November 1, 2024
To:	December 31, 2025



Rebuilding Together North Central Florida Overview:

Rebuilding Together North Central Florida (RTNCF) helps people and communities in need by bringing together our network of corporate and individual donors, skilled trades individuals and associations, and volunteers to improve the homes and lives of our neighbors through critical and emergency repair and rehabilitation efforts.

Mission Statement:

Repairing homes, revitalizing communities, rebuilding lives.

History and Capacity:

RTNCF's efforts to assist low-income homeowners in repairing unsafe conditions began in 1998 as a volunteer effort named Rebuild Gainesville, Inc. which incorporated in May, 2005 as a non-profit organization to access greater numbers of volunteers and donors and to expand services to additional homeowners within Gainesville, FL. RTNCF then became an affiliate of the national organization Rebuilding Together and expanded services to all of Alachua County in 2008. Since its inception, RTNCF has repaired 12-30 homes per year through its critical repair program and engages hundreds of individual volunteers in thousands of hours of service annually. Due to the complications of the COVID-19 Pandemic, RTNCF piloted an Emergency Repair Program (ERP) in the summer of 2020 to make repairs for homeowners in need more quickly and to reduce volunteer activities, and to the best of our ability, person-to-person contact. The program completed repairs for 130% of the pilot goals. Due to the effectiveness of the program, and the ability to preserve homes in this way, RTNCF plans to offer ERP services in perpetuity to stabilize families and prevent further damage that could lead to displacement. The ERP focuses on roof repair, plumbing and septic repair, emergency electrical repair, and accessibility. Since then, RTNCF offers both Critical and Emergency Repairs for Alachua County residents. In 2022 we opened a satellite office in the city of Bronson in order to provide accessibility modifications for seniors in Levy County, and in 2022/23 began a new partnership with Alachua County's Energy Efficiency and Weatherization Program, to provide energy-efficiency upgrades to landlord/tenant applicants who meet the program criteria. The program continues to grow and expand to meet local housing needs in our community. RTNCF is on a growth trajectory, and on-track to serve more homes than ever before via Critical and Emergency Repair programs in the 2024 calendar year.

Operational Structure:

RTNCF is overseen by a 10-member Board of Directors. The day to day operations and authority are designated to the Executive Director, RD Bonnaghan, who manages and oversees the organization. Repair and Revitalization are currently managed by staff and AmeriCorps Members under the direction of the Executive Director. Energy Efficiency Program Staff include a Program Director and several additional program staff. The program trains and oversees hundreds of volunteers per year locally.



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Financial Goals:

RTNCF is a well-established nonprofit with nearly 20-years' local experience completing home repair and rehabilitation projects for homeowners in need. The organization exceeded \$1,000,000 in revenue for the first time in 2023, and is on track to raise more than \$1,500,000 in the 2024 fiscal year. The organization has built and maintained a reserve fund that has helped provide available cashflow for reimbursable grant opportunities (like SHIP) that expand the reach and scope of the organization. RTNCF is actively working toward starting an endowment fund when sufficient reserves are available. The organization has shown a historical capacity to implement programs like SHIP (and SHIP specifically) successfully, and to bring additional resources and leveraged funds to ensure that all health and safety hazards can be addressed at each home, and to reach as many homes per contract year as possible.

Status of previously funded SHIP Project(s) (including monitoring and compliance):

In partnership with SHIP over the past eight years, Rebuilding Together has successfully completed repairs to resolve major health and safety related deficiencies in the homes of dozens of Alachua County homeowners outside the city limits of Gainesville. Rebuilding Together has completed its contract for funding each year and expended all allocated funding each year.

Repairs at these homes have included roof replacements, electrical modifications for safety, siding and envelope repairs to protect the home from exterior elements and pests, structural repairs, interior repairs including the removal of contaminants, porch/stairway repair for safe access to the home, bathroom and septic repairs to ensure proper safe and sanitary plumbing, and kitchen repairs to ensure safe and usable food storage and preparation space.

Many SHIP-funded homes selected for repair also qualify for Rebuilding Together's other programs which offer further services, reduces costs, and leverages SHIP funds to provide repairs above and beyond those offered by SHIP alone.

All final invoices have been submitted through proper channels to Alachua County Housing Programs staff and all reimbursements have cleared with the exception of the existing contract that is in the closeout process. RTNCF has completed sufficient qualified work to receive the full \$300,000 allocation, and is working with County Staff to close out the needed financial paperwork. Any repair expenses incurred that are not covered by SHIP will be completed using leveraged funding. Copies of project and client information are secured and on file at the office of Rebuilding Together NCF as required by the SHIP contract and by law.

Description of Project⁴:

If fully funded, this proposal aims to provide ten (10) low-income households in Alachua County with targeted, evidence-based repairs and/or modifications to ensure affordable, safe, and healthy housing through four multifaceted programs.

Rebuilding Together North Central Florida (RTNCF) is a home repair non-profit organization that brings volunteers and communities together to address the housing needs of low-income homeowners. Our goal is to preserve affordable home ownership in Alachua County, and help homeowners in need remain safe and healthy in their homes, through provision/completion of critical home repairs and accessibility modifications at no cost to qualified applicants. As we focus our efforts and expertise toward helping ensure more of our most vulnerable neighbors have a decent, safe, and sanitary place to call home, we decrease the burden on the oversaturated housing market, prevent homelessness, and increase health and safety for our neighbors living in substandard conditions, while promoting equity.

Improvements in home safety, security, and accessibility allow these homeowners to remain in homes where they've lived for years and provide them with a firm foundation to combat poverty and be active members of their community. Maintaining low-income homeownership:

1. Is often less costly than renting (due to lack of or low mortgage), reducing the rate of those housing cost burdened
2. Promotes equity as housing costs go toward the security of their own futures and communities
3. Reduces the number of individuals entering our homelessness and housing assistance system

For many low-income homeowners, their home is their only asset, and 8,722 low-income homeowners are cost burdened already, unable to afford needed repairs that will keep them safely in their homes for years to come (1). The longer major housing problems go unattended, the more severe the damage is to the home and the household's health and safety. A roof leak leads to much more expensive structural problems that wreak havoc on the health and safety of occupants. The problems associated with inadequate housing also further exacerbate cycles of poverty. Maintaining current structures through rehabilitation efforts is key.

Hundreds of skilled and unskilled volunteers coordinated by RTNCF come together annually to provide significant project labor and, in doing so, experience the personal satisfaction of serving their community and receiving training and experience in home repairs and energy conservation. Because of RTNCF's experience in leveraging resources, our approach is extremely cost effective; as such we have a high impact on the households served in regards to health, safety, longevity, and ability to remain in the home long-term. Our work has also shown through data collected by Rebuilding Together at the National Level to improve physical health, mental health, safety, independence, upward mobility, and community connection (2).

At RTNCF, we emphasize good stewardship, diligently making use of all resources, including public funds, as we seek to provide the maximum amount of benefit for the highest number of individuals in need as possible. Last year 100% of households served by our critical and emergency home repair programs qualified as low-income, either via the HUD income-limits, or the 150% FPL threshold (low-income). Trained staff from RTNCF document critical needs by interviewing applicant families and assessing their homes for health, safety, and/or accessibility issues utilizing the Rebuilding Together 25 Safe and Healthy Priorities inspection developed in conjunction with the National Center for Healthy Housing (3). Skilled and

⁴ 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

unskilled volunteers are recruited, along with skilled volunteers acting in a leadership role (house captains), and program staff, to make the needed repairs based on the recommendations from the on-site assessment.

Rebuilding Together's Critical Home Repair Program (CHRP) assesses qualified applicants' homes utilizing the evidence-based Rebuilding Together 25 Safe and Healthy Priorities checklist to determine the necessary work scope. RTNCF's priorities overlap significantly with SHIP priorities, and for the purposes of the SHIP partnership, RTNCF will assure that SHIP approved repairs are utilized with SHIP funds, while non-overlapping services will be provided with leveraged funds. When possible, RTNCF utilizes volunteer labor and donated materials to leverage resources to the best of our abilities. All roofing, HVAC, plumbing and electrical work are completed by properly licensed subcontractors to provide a comprehensive approach.

RTNCF takes CHRP applications on a rolling basis, primarily through direct referral from other social service agencies, government entities, and concerned neighbors. Interested community members can apply themselves by calling the Rebuilding Together office to inquire about services. Applications with additional leverage opportunities can be submitted by partnering agencies outside of the public grant cycle. For SHIP projects specifically, households have been selected and pre-approved by County staff the past few years, then forwarded to Rebuilding Together to assess the housing unit itself. Alachua County staff have also been managing the lien and mortgage process in-house.

Most RTNCF repair projects are designed to take place over several weeks or months of volunteer and professionally subcontracted work to address all the hazards identified in the initial inspection. When repairs are completed, they are reviewed by 1) the skilled house captain (when applicable), 2) RTNCF staff, 3) the homeowner, and 4) the City Building Inspector (when a permit is required). Trained RTNCF representatives then work one-on-one with each family to educate them on home maintenance procedures, potential cost of future repairs/maintenance, and energy efficiency. Most families served are referred to the CWC Energy Tune-Up program for further education around energy and water efficiency.

The Critical Home Repair Program process:

Applications:

Applications are accepted on a rolling basis through direct contact with RTNCF's office, or through referrals from partnering organizations. Our application also asks for disclosure of any repairs completed by other local agencies to avoid duplication of services. Applicants are required to complete an application and provide proper documentation to verify the number and identity of individuals living in the home, income for all residents, and veteran status when applicable. Again--RTNCF is willing to and interested in deferring to the County's SHIP Procedures for this stage of the program.

Selection:

After applications have been processed, our team pre-selects and schedules visits to homes that meet our basic criteria, prioritizing visits to homes in areas where there are multiple funders and additional leveraging of funds is available. Special considerations are given to families (as an opportunity to benefit more individuals), those with disabilities, veterans, and seniors. Initial home visits include a Rebuilding Together 25 Safe and Healthy Priorities focused inspection, detailed note-taking, relevant questions related to homeowner's priorities, and photos (with permission) in order to discern project feasibility. RTNCF representatives complete site visits in pairs, at least one of whom is always a trained RTNCF staff member. After initial home visits our team makes final decisions on prospective projects, placing them into the following categories:

1. The home has been selected for the current years project cycle
2. The home meets requirements, but cannot be included in the current cycle due to resource limitations (reapplying is encouraged, and contact information is kept to communicate when funds become available)
3. Application is declined, due to:
 - a. Household not meeting eligibility requirements
 - b. Cost of repair exceeding 50% of total property value
 - c. Health and safety concerns were deemed minimal.

Detailed final decisions, including recommendations for next steps are sent to applicants on RTNCF letterhead.

Project Cycle:

Projects are officially open after a homeowner has signed a work agreement. Work agreements are provided to the homeowner and then generally read aloud to ensure accessibility and comprehension by a trained RTNCF representative during an in-person or phone appointment. SHIP-specific documents are executed in an official capacity by Alachua County, but RTNCF is available and willing to be part of the process to whatever degree is practical and helpful.

Most projects are designed to take place over several weeks or months of volunteer and professionally subcontracted work to address all the hazards identified in the initial inspection. When repairs are completed, they are reviewed by 1) the skilled house captain (when applicable), 2) RTNCF staff, 3) the homeowner, and 4) the City or County Building Inspector (when a permit is required).

Trained RTNCF representatives then work one-on-one with each family to educate them on home maintenance procedures, potential cost of future repairs/maintenance, and energy efficiency. Most families served are referred to the CWC Energy Tune-Up program for further education around energy and water efficiency.

RTNCF assists homeowners through home repair projects year-round, often with large build days in the spring and fall during which several teams of volunteers work on multiple sites. Each project includes on-site safety and task-specific training for volunteers. The performance goal of the projects is to complete needed repairs and modifications to make sure the home and individuals remain in their homes, safe and healthy. To feasibly complete the number of SHIP-funded homes requested, a staggered repair schedule will be necessary. Timely execution of the subrecipient agreement and contract will be necessary to assure that RTNCF will have the available cash flow and sufficient time to complete the proposed 10 project home repairs.

Rebuilding Together anticipates serving 40 homeowners this year via the Critical Home Repair Program. Historically, the program has served 100% low-income homeowners. In 2023 34% of families served included at least one senior in the household, 20% at least one child, and 9% at least one veteran. 37% of households reported at least one member with a disability.

RTNCF hopes to provide Critical Home Repair services to at least 10 low-income households through the SHIP funded program by June 2025.

Check if continued on additional page(s)

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	10			
Inspection & Work right-ups	4	3	3	
Bidding & awarding contract	4	3	3	
Unit construction start		4	3	3
Payment request submittal		4	3	3
Unit completion		4	3	3

****NOTE:** In order to complete this number of project homes on schedule, a timely process of review and subrecipient selection, contract execution, and partnership to select project homes will be necessary. RTNCF is available to make a good faith effort on these deliverables but will need buy-in from Alachua County to meet these deadlines.

Capacity and history of providing affordable housing

Describe organization's history of providing affordable housing. Explain organization's capacity to implement proposal.

RTNCF's efforts to assist low-income homeowners in repairing unsafe conditions began in 1998 as a volunteer effort named Rebuild Gainesville, Inc. which incorporated in May, 2005 as a non-profit organization to access greater numbers of volunteers and donors and to expand services to additional homeowners within Gainesville, FL. RTNCF then became an affiliate of the national organization Rebuilding Together and expanded services to all of Alachua County in 2008. Since its inception, RTNCF has repaired 12-30 homes per year through its critical repair program and engages hundreds of individual volunteers in thousands of hours of service annually. The program has been growing in capacity, and expects to serve more than 40 homes through its critical repair programs in 2024. Due to the complications of the COVID-19 Pandemic, RTNCF piloted an Emergency Repair Program (ERP) in the summer of 2020 to make repairs for homeowners in need more quickly and to reduce volunteer activities, and to the best of our ability, person-to-person contact. The program completed repairs for 130% of the pilot goals. Due to the effectiveness of the program, and the ability to preserve homes in this way, RTNCF plans to offer ERP services in perpetuity to stabilize families and prevent further damage that could lead to displacement. The ERP focuses on roof repair, plumbing and septic repair, emergency electrical repair, and accessibility. Since then, RTNCF offers both Critical and Emergency Repairs for Alachua County residents. In 2022 RTNCF opened a satellite office in the city of Bronson in order to provide accessibility modifications for seniors in Levy County, and in 2022/23 began a new partnership with Alachua County's Energy Efficiency and Weatherization Program, to provide energy-efficiency upgrades to landlord/tenant applicants who meet the program criteria. The program continues to grow and expand to meet local housing needs in our community. RTNCF is on a growth trajectory, and on-track to serve more homes than ever before via Critical and Emergency Repair programs in the 2024 calendar year, and hopes that partnering with Alachua County to administer SHIP funds will play a role in that success.

Status of previously funded SHIP Project(s) (including program monitoring and compliance):

RTNCF has been partnering with Alachua County to administer SHIP home repair funds since 2014, and has successfully closed out and completed all committed projects each year. Our most recent funding cycle resulted in 11 homes served by RTNCF in partnership with SHIP through critical repair, the highest number served in a single year since we began partnering with SHIP a decade ago.

For the most recent year's contract (ending May 30th, 2023) all final invoices have been submitted through proper channels to Alachua County Housing Programs staff and all reimbursements have cleared with the exception of the existing contract that does not formally end until May 30th, 2023. RTNCF expects to have all work completed by the deadline, and all invoices and paperwork submitted within the timelines of the contract. Copies of project and client information are secured and on file at the office of Rebuilding Together NCF as required by the SHIP contract and by law.

ATTACHMENT 2

PROJECT BUDGET

EXPENDITURES BY CATEGORY	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.	\$ 300,000.00
2. Developer Fee (10% MAX.)⁵ (For Housing Repair Applications ONLY)	3,000.00
A. Amount of developer fee to be charged per home repaired.	
B. Number of homes to be repaired.	10
C. Total Development Fee (Multiply Developer fee by number of homes to be repaired and enter total amount).	\$ 30,000.00
TOTAL PROGRAM BUDGET : [Sum of Construction costs and Developer fees; (Line 1+ Line 2C)]	\$330,000.00
TOTAL	\$330,000.00

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 10% 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: Rebuilding Together of North Central Florida _

REPORT AS APPROPRIATE - Activity Status/Accomplishment

ATTACHMENT 5

ALACHUA COUNTY SHIP PROGRAM OWNER OCCUPIED REHABILITATION STRATEGY GUIDELINES

I. PROJECT AREA and PURPOSE:

The SHIP Owner Occupied Rehabilitation Strategy (hereinafter, “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, up to a 20-year, forgivable, deferred payment loan, depending on the final loan amount. At the end of the five-, ten-, or twenty-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 2023-2024
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 previously been assisted under a housing program e.g. the SHIP, CDBG or HFA program and other housing assistance programs offered by Alachua County shall be eligible to re-apply for assistance
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. SHIP funds may also be used to assist mobile homes or manufactured housing constructed in, or after, 2010 and are limited to expending 20% of the overall allocation on this activity. Maximum property value for existing single-family properties after rehabilitation or construction shall not exceed the value allowed by Alachua County SHIP, currently \$250,000 for both replacement and existing homes. Repairs will not be made to a home wherein the amount of repairs exceed 50% of the value.
- 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 household 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: \$51,000.00 per household, including developer fee.

ATTACHMENT 6
ANNUAL REPORT HOUSEHOLD DATA SUMMARY

Name of Client: Click or tap here to enter text.

Street address: Click or tap here to enter text.

City name: Click or tap here to enter text. **Zip Code:** Click or tap here to enter text.

Yes: **No** **Unincorporated area**

Age of head of household: Click or tap here to enter text. **Number of persons in household:** Click or tap here to enter text.

Race (White, Black, Hispanic, Asian, American Indian, Other): Click or tap here to enter text.

Special Needs (Farm Worker, Developmentally Disabled, Homeless, Elderly, Other-explain) Click or tap here to enter text.

Type of repair assistance (Minimum Housing Code Repairs or Emergency Repairs) Attach Work Write-up

Total gross household income: Click or tap here to enter text.

VERY LOW INCOME: **OR LOW INCOME:**

Total amount of funds expended (sum of draws): Click or tap here to enter text.

Date of client award (or commitment) letter: Click or tap here to enter text.

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

SHIP loan amount: Click or tap here to enter text.

Amount of other public funds in unit/project: Click or tap here to enter text.

Amount of private funds in unit/project: Click or tap here to enter text.

Owner contribution: Click or tap here to enter text.

Sales price or value: Click or tap here to enter text.

ATTACHMENT 7 FILE CHECKLIST

Required Documents for S.H.I.P. Home

Repair Program File Eligibility

Documents

The following documents are provided by the Alachua County Housing Program

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:

The following documents are provided by the Alachua County Housing Program

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
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.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

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, 12 SE First Street, Gainesville FL, 32601

Commissioners MAIL, EMAIL or FAX CERTIFICATES

