

RESOLUTION #: 20-

A RESOLUTION OF THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, OF FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN FOR SFY 2020-2023, AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

\*\*\*\*\*

**WHEREAS**, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

**WHEREAS**, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

**WHEREAS**, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

**WHEREAS**, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

**WHEREAS**, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

**WHEREAS**, the Community Support Services Department has prepared a three-year

Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

**WHEREAS**, the County Commission finds that it is in the best interest of the public for the Alachua County Board of County Commissioners to submit the Local Housing Assistance Plan for approval so as to qualify for said documentary stamp tax funds; and

**NOW THEREFORE, BE IT RESOLVED BY THE \_\_\_\_\_ OF  
THE \_\_\_\_\_, FLORIDA that:**

Section 1: The Alachua County Board of County Commissioners hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2020-2021, 2021-2022, 2022-2023.

Section 2: The Chair is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption. PASSED AND ADOPTED  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Chair, Robert K. Hutchinson

ATTEST:

APPROVED AS TO FORM

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

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



**State Housing Initiatives Partnership (SHIP)  
ALACHUA COUNTY**

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2020-2021, 2021-2022, 2022-2023



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I. PROGRAM DETAILS:

A. LG(s)

Name of Local Government	Alachua County
Does this LHAP contain an interlocal agreement?	Yes
If yes, name of other local government(s)	City of Gainesville

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2020-2021, 2021-2022, 2022-2023

D. **Governance:** The State Housing Initiatives Partnership (SHIP) Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. **Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. **Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. **Public Input:** Public input was solicited through the Affordable Housing Advisory Committee’s (AHAC) public meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. **Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. **Waiting List/Priorities:** A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

[eff. Date 9/11/2018]



The following priorities for funding described/listed here apply to all strategies unless otherwise stated:

- a. All strategies will serve households meeting the definition of Special Needs first.
- b. After Special Needs as defined in 420.0004 (13), all strategies will serve households meeting for the definition of Essential Services Personnel, the very low and low set-asides.
- c. After Essential Services Personnel as defined in Section I, all strategies will serve households in order to meet the very low and low set-asides.

- J. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing. Alachua County Fair Housing Ordinance has added additional categories, Chapter 111 of the Alachua County Code, prohibits discrimination in housing based on: race, color, national origin, religion, sex, marital status, age, disability, sexual orientation, gender identity or expression, familial status, veteran or service member status, lawful source of income, citizenship status, being the victim of dating violence, domestic violence, or stalking.
- K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above. The maximum purchase price is on the Housing Delivery Goals Chart.

The methodology used is:

U.S. Treasury Department	✓
Local HFA Numbers	

- M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).  
*"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.*
- N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that

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demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:** “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:** “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	All inclusive	10%
Third Party Entity/Sub-recipient		

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in*



*accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- S. Project Delivery Costs:** *Alachua County will assess no more than a 2% project delivery fee for owner occupied rehabilitation applicants only*
- T. Essential Services Personnel (ESP) Definition:** persons that affect the continuity of schools, government, public safety, and well-being of citizens, students, faculty, staff, and facilities. (ESP means persons in need of affordable housing who are employed in occupations or professions in which they are considered essential service personnel, as defined by each county and eligible municipality within its respective local housing assistance plan pursuant to Section 420.9075(3)(a), F.S. 3)(a). Each local housing assistance plan shall include a definition of essential service personnel for the county or eligible municipality, including, but not limited to, teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel, and other job categories. **The Alachua County Housing Program’s Definition is as follows:** educators, teachers, police and fire personnel, armed forces (current and veterans), healthcare personnel, skilled building trades (i.e. electricians, plumbers, contractors, construction workers, and more), other government personnel, and lastly public or private prison service workers.
- U. Describe efforts to incorporate Green Building and Energy Saving products and processes:**
- a. The county will, when economically feasible, employ the following Green Building requirements on rehabilitation and emergency repairs.
  - b. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint).
  - c. Low-flow water fixtures in bathrooms/Water Sense labeled products or the following specifications:
  - d. Toilets: 1.6 gallons/flush or less.
  - e. Faucets: 1.5 gallons/minute or less.
  - f. Showerheads: 2.2 gallons/minute or less.
  - g. Energy Star qualified refrigerator.
  - h. Energy Star qualified dishwasher, if provided.
  - i. Energy Star qualified washing machine, if provided in units.
  - j. Energy Star qualified exhaust fans in all bathrooms.
  - k. Air conditioning: Minimum SEER of 14. Packaged units are allowed in studios and one-bedroom units with a minimum of 11.7 EER.
- V. Describe efforts to meet the 20% Special Needs set-aside:** The County shall denote in all contracts the requirement of a 20% Special Needs set-aside. The goals will be met through ranking Special Needs households first for owner-occupied rehabilitation, emergency repair and rental assistance strategies.



**W. Describe efforts to reduce homelessness:** The County through its rental assistance program will work to place these individuals or families in rental or transitional housing for the purpose of providing a stable housing situation for twelve months.

## SECTION II. LHAP STRATEGIES:

### A. PURCHASE ASSISTANCE CODES 1, 2

- a. Summary: SHIP funds will be awarded to First-time Homebuyers for down payment, closing costs, and eligible repairs to households to purchase an existing or newly constructed home including homes purchased from a community land trust (CLT). A newly constructed home must have received a certificate of occupancy within the last twelve months.
- b. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$16,000.00
- e. Terms:
1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage.
  2. Interest Rate: 0%
  3. Years in loan term: 15
  4. Forgiveness: AMI of 30% or below: the loan will be forgiven at the end of the loan term
  5. Repayment: AMI of 31-50%: thirty percent (30%) of the loan shall be repaid in monthly installments over the term of the loan. The remainder is forgiven at the end of the term.
  6. AMI of 51-120%: fifty percent (50%) of the loan shall be repaid in monthly installments over the term of the loan. The remainder is forgiven at the end of the term.
  7. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to pay your monthly installments of the SHIP loan, or failure to occupy the home as primary residence.  
If any of these occur, the outstanding balance will be due and payable.  
In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.  
If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.  
All repayments from this program will be considered program income.
- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I of this plan. If an applicant has received SHIP assistance in the past 15 years, then

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the applicant is not eligible for additional assistance (Exception: Disaster Recovery)

- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Loan will be awarded in the amount of money required in order to allow the homebuyer to qualify. The maximum (\$16,000) will not be awarded in all cases.

**SHIP Assistance for the purchase of homes requiring repairs.**

**Eligible home repairs include:**

- 1. Repairs needed to meet or exceed the requirements of the Florida Building Code, ss. 553.70-553.898 F.S., as amended and adopted by Alachua County Ordinance 02-01.
- 2. Roof repair or replacement.
- 3. Repair, replacement, or provision of heating and/or cooling system.
- 4. Energy conservation measures such as insulation, weather-stripping, etc.
- 5. Alterations to the unit’s exterior or interior to provide greater accessibility for persons with disabilities or for family members over the age of 62.
- 6. Other repairs as recommended by a certified SHIP inspector and approved by the Alachua County SHIP program.
- 7. Repairs will be completed within 90 days of closing.

**Assistance for the purchase of newly constructed homes.**

- 1. SHIP award will be available for down payment and closing cost assistance for homes meeting the following definitions
- 2. If a home is being constructed involving a construction agreement between the eligible home buyer and a licensed builder/general contractor.
- 3. If a home has obtained a certificate of occupancy in the 12-month period preceding the contract for sale and purchase.
- 4. If a home was built as a model home, has never been occupied, and is less than a year old.
- 5. If the final appraised value (including land value), is less than or equal to the maximum purchase price

**B. OWNER OCCUPIED REHABILITATION CODE 3**

a. Summary: Funds will be awarded to repair owner occupied homes to alleviate code violations, health hazards and life and safety issues

- b. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023
- c. Income Categories to be served: Very low, and low
- d. Maximum award: \$51,000.00
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage.
  - 2. Interest Rate: 0%
  - 3. Years in loan term:
 

\$0	to	\$19,999: 5 years.
\$20,000	to	\$29,999: 10 years.



\$30,000 to \$51,000: 20 years.

4. Forgiveness:  
AMI of 30% or below 0%: the loan will be forgiven at the end of the loan term.
  5. Repayment:  
AMI of 31-50%: thirty percent (30%) of the loan shall be repaid in monthly installments over the term of the loan. The remainder is forgiven at the end of the term.  
AMI of 51-80%: fifty percent (50%) of the loan shall be repaid in monthly installments over the term of the loan. The remainder is forgiven at the end of the term.
  6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to pay your monthly installments of the SHIP loan, or failure to occupy the home as primary residence.  
If any of these occur, the outstanding balance will be due and payable.  
In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.  
If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.  
All repayments from this program will be considered program income.
- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan. If you have received ship assistance in the past 15 years, then you are not eligible for additional assistance (Exception: Disaster Recovery) Eligibility criteria include:
1. Owner occupancy.
  2. Primary residence.
  3. Current on property taxes (not delinquent).
  4. Current on mortgage; No Lis Pendens currently in effect.
  5. Property located in Alachua County, outside the City of Gainesville
- g. Sponsor Selection Criteria: The County will advertise for developers as funding is made available
- h. Additional Information: Mobile Homes, Condos, and other attached homes are not eligible. 50% value – include title, survey, filing over the max amount. \$1,000.00.

C. DEMOLITION AND RECONSTRUCTION CODE 4
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a. Summary: Wherein an applicant's home that has been approved for owner occupied rehabilitation, but is determined to be beyond reasonable repair (more than 50% of structure is deemed unlivable and estimated rehab exceeds maximum award for that strategy), the home will be eligible for demolition and reconstruction of a new home
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- b. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023
- c. Income Categories to be served: Very low, and low
- d. Maximum award: \$81,000.00
- e. Terms:
1. Repayment loan/deferred loan/grant: Grant for Clients with AMI of 30% or below.
    - a. All others Deferred payment loan secured by a note and mortgage
  2. Interest Rate: 0%
  3. Years in loan term: 30
  4. Forgiveness: AMI of 30% or below 0%: the loan will be forgiven at the end of the loan term
  5. Repayment: AMI of 31-50%: thirty percent (30%) of the loan shall be repaid in monthly installments over the term of the loan. The remainder is forgiven at the end of the term.  
 AMI of 51-80%: fifty percent (50%) of the loan shall be repaid in monthly installments over the term of the loan. The remainder is forgiven at the end of the term.
  6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to pay your monthly installments of the SHIP loan, or failure to occupy the home as primary residence.
    - a. If any of these occur, the outstanding balance will be due and payable.
    - b. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
    - c. If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan. If you have received ship assistance in the past 15 years, then you are not eligible for additional assistance (Exception: Disaster Recovery)
- g. Sponsor Selection Criteria: A Notice of Funding will be advertised and applications will be ranked.



- h. Additional Information: Newly constructed home will be designed and built according to HQS standards for bedroom size and will conform to minimum requirements (setbacks, square footage) for the area.

#### D. DISASTER RECOVERY CODE 5

- a. Summary: Funds will be awarded to qualified applicants in need of home repairs directly caused by a disaster that has been declared by an Executive Order of the President or Governor
- b. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023
- c. Income Categories to be served: Very low, low
- d. Maximum award: \$15,000.00
- e. Terms:
1. Repayment loan/deferred loan/grant: Grant
  2. Interest Rate: 0%
  3. Years in loan term: 0 Years
  4. Forgiveness: Immediately forgiven
  5. Repayment: N/A
  6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan. If you have received ship assistance in the past 15 years, then you are not eligible for additional assistance (Exception: Disaster Recovery)
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
- Repairs will be prioritized as follows:
  - Immediate threats to health and life safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
  - Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
  - Repairs necessary to make the home habitable.
  - Repairs to mitigate dangerous situations (exposed wires).

#### E. EMERGENCY REPAIR CODE 6

- a. Summary: The Emergency Repair Program is designed to correct, repair, or replace an essential system and/or critical structural problem for homeowners who are either Special Needs, Essential Services Personnel elderly (age 62 or over). The purpose of ERP is to stabilize the homeowner's residence by making essential repairs to make the home more livable. This is not a comprehensive homeowner rehabilitation program. This includes may include damaged roofing that is leaking, damaged windows causing exposure to

the elements, or electrical or plumbing problems that could cause damage (fire) to the home or is an immediate health hazard to the occupants. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by Homeowner's Insurance.

- b. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023
- c. Income Categories to be served: Very low, and low
- d. Maximum award: \$11,000.00
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Grant to Applicants that are 0-30% AMI and a Deferred payment loan secured by a note and mortgage for all others
  - 2. Interest Rate: 0 %
  - 3. Years in loan term:10 years
  - 4. Forgiveness:
  - 5. Repayment: AMI of 31-50%: thirty percent (30%) of the loan shall be repaid in monthly installments over the term of the loan. The remainder is forgiven at the end of the term.  
AMI of 51-80%: fifty percent (50%) of the loan shall be repaid in monthly installments over the term of the loan. The remainder is forgiven at the end of the term.
  - 6. Default The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to pay your monthly installments of the SHIP loan, or failure to occupy the home as primary residence.  
If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment. All repayments from this program will be considered program income.
- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and person 62 or over.
- g. Sponsor/Sub-recipient Selection Criteria: N/A
- h. Additional Information: Applicants assisted with emergency repairs, who are on the rehabilitation waiting list will not lose their place, however, the amount of funds expended for the emergency repairs will be counted towards the maximum award if the applicant receives subsequent assistance through the rehabilitation strategy. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner's policy. . If homeowner is insured, proceeds from the insurance FEMA. If homeowner is insured, proceeds from the insurance FEMA and other funding source going to be used to benefit the repair/recovery must be used first before SHIP funds, except for the payment of the deductible and other funding source going to be used to benefit the repair/recovery must be used first before SHIP funds, except for the payment of the deductible.

**Mobile Homes, Condos, and other attached homes are not eligible.**

**F. FORECLOSURE PREVENTION CODE 7**

a. Summary: Funds will be awarded to homeowners that are in arrears on their first mortgage. The arrearage must be at least three months, but no more than six months and cannot be under an active foreclosure action. This is a onetime eligibility per applicant.

- b. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023
- c. Income Categories to be served: Very low, and low
- d. Maximum award: \$7,500.00
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Grant
  - 2. Interest Rate: 0%
  - 3. Years in loan term:0 Years
  - 4. Forgiveness: Immediately
  - 5. Repayment: N/A
  - 6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. of this plan
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Applicant must provide proof of pending foreclosure action or notice

**G. ACQUISITION/REHABILITATION CODE 9, 10**

a. Summary: Funds will be awarded to developers of affordable housing for the construction and financing of affordable housing. Eligible costs include property acquisition, demolition, site improvements rehabilitation, and or new construction. Houses rehabilitated or constructed will be sold to SHIP income eligible buyers. The strategy promotes infill housing development green building and mixed income neighborhoods.

- b. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023
- c. Income Categories to be served: Very low, and low
- d. Maximum award: \$150,000.00
- e. Developer Loan Terms:
  - 1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage
  - 2. Interest Rate: 0%
  - 3. Years in loan term:2 years
  - 4. Forgiveness: Partial loan forgiveness may be provided at the end of the loan term for nonprofit affordable

[eff. Date 9/11/2018]



housing providers if it is documented that the development does not have sufficient cash flow, or to be used to make the unit affordable to a new qualified SHIP homebuyer

5. Repayment: Loan is due and payable at the end of the term unless renegotiated by the County to extend affordability in accordance with affordability period of other funding sources that are providing compliance monitoring - the developer has 2 years to sell the property to a SHIP qualified applicant who is ELI, VLI or Low income, otherwise the investment is due and payable to the County SHIP program
  
- f. Default: In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.  
If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
- g. Recipient/Tenant Selection Criteria: Assistance will be awarded on a first qualified, first served basis to an income eligible household. If you have received ship assistance in the past 15 years, then you are not eligible for additional assistance (Exception: Disaster Recovery).
- h. Sponsor Selection Criteria: Affordable Housing Development applications will be solicited via a NOFA. Qualified developers will submit a proposal for funding for specific properties. Scoring will be defined in the application and is subject to change
- i. Additional Information: This strategy has two objectives: (1) the provision of homeownership opportunities for eligible families, and (2) the upgrading of existing housing stock within Alachua County. The County, through Community Support Services, Housing Division, may acquire substandard housing that is "for sale" on the open market and rehabilitate it to standard housing. The property is then sold to income-eligible applicants of the SHIP Program. Once the home is sold, any investment made to acquire or rehabilitation must be returned to the County SHIP program.  
Part of the investment may remain with the client to make the home affordable to ELI, VLI and Low income SHIP eligible households.
- j. Home Buyer Loan Terms:
  1. Income Categories to be served: Very low, low and moderate
  2. Maximum award: \$80,000.00 of which one thousand dollars is to be used for file, survey, title, etc.
  3. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage.
  4. Interest Rate: 0%
  5. Years in loan term: 15
  6. Forgiveness: AMI of 30% or below 0%: the loan will be forgiven at the end of the loan term
  7. Repayment: AMI of 31-50%: thirty percent (30%) of the loan shall be repaid in monthly installments over the term of the loan.
    - a. Balance of loan to be forgiven if loan is not in default.
  8. AMI of 51-80%: fifty percent (50%) of the loan shall be repaid in monthly installments over the term of the loan.
    - a. Balance of loan to be forgiven if loan is not in default.
  9. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to pay your monthly installments of the SHIP loan, or failure to occupy the home as primary residence.



Property eligibility is as follows:

- The property must be located within the unincorporated area of Alachua County;
- The property must have a minimum of 2 code violations or safety hazards.
- Other programs which will be used as leverage with SHIP funds under this strategy are as follows:
  - Private lending institutions and other funding sources, as they become available from time to time.

#### H. RENTAL ASSISTANCE CODE 13, 23

a. Summary: Funds will be awarded to renters that are in need of a one-time payment to assist with obtaining a lease on a rental unit and qualify under 420.9072 (10). This may include utility deposits, security deposits and eviction prevention up to six months' rent. For households that are very low income and have one adult with special needs according to 420.0004 (13) or a person who is homeless according to 420.621, rent up to twelve months' is eligible

- b. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023
- c. Income Categories to be served: Very low, and low
- d. Maximum award: \$9,000.00
- e. Terms:
  1. Repayment loan/deferred loan/grant: Grant for all funds
  2. Interest Rate: 0%
  3. Years in loan term: 0 years
  4. Forgiveness: N/A
  5. Repayment: Deposit are returned to the County SHIP program
- f. Default: N/A
- g. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in section I. (I) of this plan.
- h. Sponsor/Sub-recipient Selection Criteria: N/A
- i. Additional Information: Applicants will be referred to the county through supportive services or other community-based organizations. Any funds paid to a landlord on behalf of a client are the property of the county and must be returned to the County not the client/tenant.

#### I. RENTAL DEVELOPMENT CODE 14, 21

a. Summary: Funds will be awarded to developers of new or rehabilitated affordable rental units that are awarded construction financing through other state or federal housing programs to construct or rehabilitate affordable rental units. This funding is intended to be used as gap financing required for the

Needs units, the county may choose to provide a larger amount of the overall construction financing.

- b. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award:
  - 1. \$50,000 for developments over 50 units.
  - 2. \$250,000.00 for the Low Income Housing Tax Credit Program.
  - 3. \$100,000 for developments with 50 units or less that include Special Needs units.
  - 4. The standard loan Maximum of \$10,000.00 per unit constructed /rehabilitated
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: For for-profit developers, funds will be awarded as a loan secured by a recorded subordinate mortgage and note. For non-profit developers, funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 15 years
  - 4. Forgiveness: Non-profits, the loan is forgiven on a prorated basis beginning in year six so that 10% of the loan is forgiven annually from years six through fifteen.
  - 5. Repayment: For-profits, the loan is due and payable at the end of the term unless the county negotiates an extended loan term, up to 15 years with the same loan terms, in order to secure affordable rental units in the best interest of the county's residents.
  - 6. Default: For all awards, a default will be determined as: sale, transfer, or conveyance of property; conversion to another use; failure to maintain standards for compliance as required by any of the funding sources. If any of these occur, the outstanding balance will be due and payable. The county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment. Failure to maintain compliance standards as required by the funding source
    - a. Recipient Selection Criteria: All applicants for residence in a SHIP-assisted unit must meet income qualifications of the program as determined and reported by the developer's management company for the development.
    - b. Sponsor/Developer Selection Criteria: Developers will apply to the County through an RFQ process. The RFQ will require proof of developer experience in providing affordable rental housing, proof of financial capacity, evidence of site control (or contract for sale), proof of ability to proceed once all funding is closed, and a housing unit design plan that meets with the county's housing element in the Comprehensive Plan. The County reserves the right to select developments that meet all the above requirements and:
      - 1. Are in areas of immediate need due to lack of available units.
      - 2. Propose to preserve and improve existing units.

All funding awards will be subject to closing on other funding sources.

- f. Additional Information: Developers will be required to meet compliance reporting requirements on the development necessary to meet the statutory requirements for monitoring of SHIP rental units.

### III. LHAP INCENTIVE STRATEGIES



In addition to the **required Incentive Strategy A and Strategy B**, included are all of the adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.

A. **Expedited Permitting.**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

B. **Ongoing Review Process.**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

C. **Other Incentive Strategies Adopted:**

**1. Modification of Impact Fees for Affordable Housing**

The County previously provided General Revenue Funding to offset the cost of impact fees for affordable housing units. For reasons of budgetary considerations and lack of effectiveness as a means of achieving affordable housing, the County recently decided not to pursue this strategy.

**2. The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.**

The Unified Land Development Code, Sec. 407.121(b), provides that a preliminary certificate of level of service compliance (CLSC) may be issued for affordable housing developments for time periods established by the phasing schedule of the project's approved preliminary development plan. Reservation of public school capacity associated with this provision can be made through a development agreement between the developer, county, and the school board in accordance with the Interlocal Agreement for Public School Facility Planning.

**3. Allowance for Accessory Dwelling Units in Residential units in residential zoning Districts**

The Unified Land Development Code, Sec. 404.24, provides that in the A, RE, RE-1, R-1aa, R-1a, R-1b, and R-1c districts, located within the rural/agriculture, estate residential, low density, or medium density residential land use designations, a single accessory dwelling unit is allowed as an accessory use to a principal structure, without being included in gross residential density calculations. All accessory dwelling units must comply with standards such as owner-occupancy, size, access, etc., as identified in Sec. 404.24.

**4. Reduction in parking and setback requirements for affordable housing.** The Unified Land Development Code, Sec. 407.17, allows a reduction in the number of required parking spaces for a mixed use project or for uses which are located adjacent to one another and have different peak parking demands and operating hours. Sec. 407.18 provides for reductions in the required number of off-street parking spaces through documentation of reduced parking demand. Reduction in setback requirements for zero lot line housing is noted below under "allowance of flexible lot configurations, including zero lot line configurations, for affordable housing".

**5. The allowance of flexible lot configurations, including zero lot line configurations, for affordable housing.** The Unified Land Development Code, Chapter 403. Article III, implements density-based zoning districts that allow for flexible lot sizes and better utilization of densities allowed within land uses. Chapter 404. Article II includes provisions to allow mixed unit types by right (single family detached units and single family attached units) in residential zoning districts, allowing for more density and a greater range of unit prices. This in turn creates opportunities to include affordable housing units in market rate developments. Sec.



403.07 and Sec. 407.67 allow for zero lot line units in single family districts and in Traditional Neighborhood Developments and Transit Oriented Developments. Minimum side setbacks do not apply to zero lot line developments provided the building spacing requirements of the Florida Building Code are met. Future Land Use Element Objective 1.8 in the Comprehensive Plan and ULDC Chapter 407. Article XVI provides for Cottage Neighborhoods intended in part to promote diverse and high quality infill development within the Urban Cluster and a variety of housing types and sizes in the community that meet the needs of households with a diversity of incomes. Cottage neighborhoods may be on lots as small as one acre, with a minimum of four homes and a maximum of 15 homes allowed around any common green, and may be incorporated within larger residential subdivisions. These neighborhoods provide for more efficient use of land through density bonuses of two times the maximum units per acre of the zoning district designation. Homes in Cottage Neighborhoods may be located on individually platted lots or on a common ownership lot, and may be within single unit, duplex, or triplex buildings. Setbacks are applied from the overall property boundaries rather than from individual lots.

**6. Modification of street requirements for affordable housing.** The County has a range of street standards, depending on street volume, which are intended to minimize street width requirements. Sec. 407.141, ULDC, includes provision for flexibility in street design and less right-of-way required for developments that provide innovative plans. Cottage neighborhoods, provided for in Chapter 407. Article XVI, allow the option of common parking lots rather than private roads, drives, or alleys accessing individual homes, potentially reducing development and housing costs.

**7. Development of an inventory list of locally-owned public lands appropriate for use as affordable housing.** Florida Statutes, Sec. 125.379, requires each county to prepare an inventory list every 3 years of all county-owned lands within its jurisdiction that is appropriate for use as affordable housing. The list is then reviewed and adopted by resolution at a public hearing. Housing Element Policy 1.1.8 in the Comprehensive Plan states that Alachua County will review surplus land in its possession for suitability for sale or donation to organizations which propose to develop affordable housing projects. An updated inventory list will be prepared and submitted in 2019.

**8. Support for development and growth near transportation hubs, major employers, and mixed-use centers.** The Alachua County Comprehensive Plan provides for mixed-use, pedestrian- and bicycle-friendly communities in higher densities and intensities that are transit supportive and reduce the need to rely on a motor vehicle for mobility. These are provided for in Activity Centers designated by the Comprehensive Plan, and in Transit Oriented Developments (TODs) and Traditional Neighborhood Developments (TNDs) in areas designated for urban residential development. To increase the variety of housing opportunities within walking distance of existing or future commercial and employment areas, residential uses in Activity Centers are allowable as part of mixed use development in non-residential Future Land Use designations. A range of housing options are allowed in these developments, to provide opportunities for residents of various income levels to reside within the same community.

**9. Increased Number of Attached Units.** The Unified Land Development Code, Chapter 404. Article II, includes provisions to allow single family attached units by right in residential zoning districts without restricting the number of units in a row that may be attached. Homes in Cottage Neighborhoods may be within single unit, duplex, or triplex buildings.



**10. Development Review Application Fee.** The County Manager may waive development review application fees and charges to not-for-profit corporations that submit affordable housing projects. This policy is annually approved through the Alachua County fee schedule by the Board of County Commissioners.

**11. Fee Reduction.** Alachua County also offers a 50% reduction in building permit fees for properties with a homestead exemption (owner-occupied) and a Total Just Value of less than \$50,000 as determined by the Alachua County Property Appraiser within the last year.

**Alachua County  
Exhibit A**

<b>Fiscal Year: 2020-2021</b>	
Estimated SHIP Funds for Fiscal Year:	\$500,000.00
Salaries and Benefits	\$40,000.00
Office Supplies and Equipment	\$5,000.00
Travel Per diem Workshops, etc.	\$2,500.00
Advertising	\$1,500.00
Other*	\$1,000.00
Total	\$50,000.00
Admin %	10.00%
	<b>OK</b>

<b>Fiscal Year 2021-2022</b>	
Estimated SHIP Funds for Fiscal Year:	\$500,000.00
Salaries and Benefits	\$40,000.00
Office Supplies and Equipment	\$5,000.00
Travel Per diem Workshops, etc.	\$2,500.00
Advertising	\$1,500.00
Other*	\$1,000.00
Total	\$50,000.00
Admin %	10.00%
	<b>OK</b>

<b>Fiscal Year 2022-2023</b>	
Estimated SHIP Funds for Fiscal Year:	\$500,000.00
Salaries and Benefits	\$40,000.00
Office Supplies and Equipment	\$5,000.00
Travel Per diem Workshops, etc.	\$2,500.00
Advertising	\$1,500.00
Other*	\$1,000.00
Total	\$50,000.00
Admin %	10.00%
	<b>OK</b>

\*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

**Exhibit B**

Timeline for SHIP Expenditures

Alachua County affirms that funds allocated for these fiscal years will meet the following deadlines  
(local government)

Fiscal Year	Encumbered	Expended	1 <sup>st</sup> Year AR	2 <sup>nd</sup> Year AR	Closeout AR
2020-2021	6/30/2022	6/30/2023	9/15/2021	9/15/2022	9/15/2023
2021-2022	6/30/2023	6/30/2024	9/15/2022	9/15/2023	9/15/2024
2022-2023	6/30/2024	6/30/2025	9/15/2023	9/15/2024	9/15/2024

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1 <sup>st</sup> Year AR Not Submitted	2 <sup>nd</sup> Year AR Not Submitted	Closeout AR Not Submitted
2020-2021	3/30/2021	3/30/2022	6/15/2020	6/15/2021	6/15/2022
2021-2022	3/30/2022	3/30/2023	6/15/2021	6/15/2022	6/15/2023
2022-2023	3/30/2023	3/30/2024	6/15/2022	6/15/2023	6/15/2024

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to [robert.dearduff@floridahousing.org](mailto:robert.dearduff@floridahousing.org) and [terry.auringer@floridahousing.org](mailto:terry.auringer@floridahousing.org) and include:

1. A statement that “(city/county) requests an extension to the expenditure deadline for fiscal year \_\_\_\_\_.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

*Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email [terry.auringer@floridahousing.org](mailto:terry.auringer@floridahousing.org) when you are ready to “submit” the AR.*

*Other Key Deadlines:*

AHAC reports are due for each local government the same year as the local government’s LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.







## LHAP Strategy Quick Guide Exhibit F

<b>Strategy Name/Code</b>	State a strategy name corresponding to a correct code <sup>1</sup> (must be consistent with the housing delivery goals charts). It is possible to have more than one code in a strategy such as codes 1 and 2 when you have a down payment assistance strategy that allows for purchase with or without rehab. Do not use a Special Needs code unless the strategy only assists those households as defined.
<b>Summary of Strategy</b>	Provide a concise description of the activity to be carried out under the strategy. Do not state anything that will be covered in other areas of the strategy (such as terms). Information that is important to the strategy, but that does not belong in this section should be included in "Additional Information". If it is a "sponsor" strategy, state that the funds made available to the sponsor pass through to the homebuyer and detail terms for both the sponsor and homebuyer in the appropriate terms sections.
<b>Fiscal Years Covered</b>	All plans should cover 2020-2021, 2021-2022, 2022-2023
<b>Income Categories to be Served</b>	Only list the defined categories of very low, low and moderate by name. Do not list the AMI percentages and do not state "all". The allowance for serving up to 140% AMI did NOT change the definition of moderate which is 120% AMI. If you choose to serve those households above moderate, you need to state that.
<b>Maximum Award</b>	This should be the per unit maximum award and should include all program costs charged to the household including project delivery costs. If it is a rental development strategy, list if the award amount is per unit or development.
<b>Terms</b>	NOTE: If you have a strategy that awards funds initially to sponsors which is then passed on to applicants, make sure you clearly state separate terms for the Sponsor and the homebuyer.
<b>Repayment Loan, Deferred loan, Grant</b>	State whether the funds are awarded as a loan that is paid back, deferred or as a grant. Note that grants are limited to specific activities defined in Rule. For loans please add the phrase "secured by a recorded Mortgage and Note".
<b>Interest Rate: %</b>	Please state it simply, such as "0%". For a grant, state N/A.
<b>Years</b>	Number of years the loan is secured for. For a grant, state N/A.
<b>Forgiveness</b>	State if any portion of the loan will be forgiven. Be clear to state whether the forgiveness is prorated over the term of the loan or forgiven in whole at the end of the term. Do not refer to default situations in this section. This is only when loans remain in good standing.
<b>Repayment</b>	If a loan requires payments during the term or a balloon payment at the end of the term, state those terms/requirements here. If not, simply state "None required as long as loan is in good standing." Do not state default terms in this section.
<b>Default</b>	This section is to cover situations where the loan does not remain in good standing through the term. It could include sale, transfer, conversion to rental or death of homeowner(s). Please state what conditions constitute a default and the consequences. Please state what occurs if the homeowner dies (payback, assumption by eligible heir).
<b>Recipient/Tenant Selection Criteria</b>	At a minimum state "first-qualified, first-served". Add any special conditions, priorities for selection.
<b>Sponsor Selection Criteria</b>	A sponsor is an entity to which an award of funds has been made. This does not include a sub-recipient that is under contract to the LG to perform administration of the program or a contractor selected to perform work. If this is done by an RFP process, please provide a general overview of that process and give a summarized list of requirements (experience, financial capacity, etc.)
<b>Additional Information</b>	Use this section to detail anything that is not covered in the summary above. This could include restrictions against assisting mobile homes or households receiving SHIP funds more than one time, for example.
General Note: if you are referencing a separate policy document in the LHAP, either summarize the policy in the affected strategies or attach the document as an exhibit.	

<sup>1</sup> Strategy codes must be consistent with codes chart provided at: <http://www.floridahousing.org/docs/default-source/programs/special-programs/lhap/template-and-exhibits/lhap-strategy-codes.docx?sfvrsn=4>

## Exhibit G

### Additional Instructions and Information for Down Payment Assistance for Community Land Trust (CLT) Purchases.

To qualify, homes must be purchased from a County-approved community land trust (CLT). The CLT will execute a 99-year ground lease with the homebuyer. A memorandum of that ground lease is recorded in the public records immediately following the deed. The terms of the ground lease restrict the resale of the property to an income eligible household and provide a right of repurchase to the CLT in the event of default. The CLT must approve the subsequent homebuyer. In the event of a default, the CLT must notify the County whether it intends to exercise its right of repurchase. In the event the CLT is not willing or able to exercise its right of repurchase, it shall transfer its right of repurchase to County, giving County the right, but not the obligation to purchase the property.

The assistance shall be treated as a development cost pay-down to further reduce the sales price to the homebuyer. The assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The balance of the assistance must be included in the Purchase Option Price as defined in the ground lease to repay the funds to the County in the event of default. If the maximum subsidy was not provided to the first homebuyer, the County may provide additional assistance to the subsequent buyer to ensure that the property remains affordable, up to the amount of the maximum subsidy allowable at the time of subsequent purchase minus the original subsidy amount provided to the first homebuyer. Any additional SHIP investment will extend the original loan term. At the end of the loan term, the loan will be forgiven, and the lien released. However, the CLT ground lease will remain in effect and the requirements for residency, resale price, and subsequent buyer's income eligibility will continue. The CLT may request satisfaction of a loan and release of the lien during the term of the loan on behalf of a homeowner or seller, and under certain defined circumstances, with approval granted by the County on a case-by-case basis.

When selling a CLT home, the seller must notify the CLT. The CLT will then enter into a purchase and sale agreement with the seller that will get assigned to the subsequent homebuyer. The Purchase Option Price for the CLT will be calculated as follows:

Purchase Option Price = Formula Price + Payoff Amount of Deferred Payment Loans

The Formula Price is calculated using a Base Price calculated by subtracting the amount of down payment assistance from the purchase price. For example:

Purchase Price:	\$160,000
MINUS Assistance provided (maximum):	\$15,000
EQUALS Base Price (sales price) for first buyer:	\$145,000

Base price is the amount the buyer would need to finance (plus transaction costs) and is used to calculate the Formula Price in the ground lease.

Suppose the Formula (re-sale) Price in the ground lease is calculated by a 1% annual increase to the Base Price, compounded. Suppose the home is sold after 5 years. To calculate the Purchase Option Price (price that will go in the purchase and sale agreement between the CLT and the seller), first calculate the Formula Price:

$$\text{Formula Price} = \text{Base Price} \times \text{Compound Rate}$$

Calculated as follows:

$$\text{Year 1} = \$145,000.00 \times 1.01 = \$146,450.00$$

$$\text{Year 2} = \$146,450.00 \times 1.01 = \$147,914.50$$

$$\text{Year 3} = \$147,914.50 \times 1.01 = \$149,393.64$$

$$\text{Year 4} = \$149,393.64 \times 1.01 = \$150,887.57$$

$$\text{Year 5} = \$150,887.57 \times 1.01 = \$152,396.44$$

$$\text{Formula Price} = \$152,396.44$$

$$\text{Purchase Option Price} = \$152,396.44 + \$15,000 = \$167,396.44$$

The price to the subsequent buyer equals the Purchase Option price minus the assumed down payment assistance:

$$\text{Purchase Option Price:} \quad \$167,396.44$$

$$\text{DPA assumed:} \quad \$15,000$$

$$\text{Sales price for subsequent buyer:} \quad \$152,396.44 \text{ (New Base Price for Formula Price)}$$

The new price should be affordable to the subsequent buyer without additional subsidy.

At the end of the loan term, the value of the Purchase Option Price will be equal to the Formula Price.

## Exhibit H

### Loan Requirements and Construction Prohibitions

#### First Mortgage Loan Requirements

- (1) Adjustable rate mortgages are not permitted.
- (2) Third party mortgages/private funding are not permitted.
- (3) All mortgages must be made through institutional first mortgage lender to include 501c 3 and must be SHIP certified.
- (4) Pre-payment penalties are not permitted.
- (5) Balloon mortgages are not permitted.
- (6) Not to exceed thirty six percent (36%) up front mortgage or forty percent (42%) total debt. The County will allow for a short term increase in the percentages, not exceed ten months.
- (7) First mortgage interest rate will not exceed the current 60-day Fannie Mae par pricing plus one percent (1%).
- (8) First mortgage loans may be financed up to a maximum of thirty (30) years or USDA at 33 years.
- (9) No cash back at closing

#### Construction Prohibitions

The purpose of the SHIP funds is to provide safe, decent, sanitary housing and homeownership opportunities. The following rules will apply:

- (1) No garden or Jacuzzi tubs are allowed in new construction or rehab, only standard tubs are to be used in these projects. Exceptions – handicapped equipped.
- (2) Barreled tile roofs, or slate, are not permitted.
- (3) No lead base paint may be used.
- (4) Lake Front housing, new or existing, is not permitted.
- (5) New or existing homes may not have amenities such as tennis courts, pools, new or existing, exception are above ground pools. a. The tennis court and pool prohibition does not extend to condominiums.
- (6) Property on more than 1 acre lots will not be eligible for funding.
- (7) No more than a two car garage is permitted. On rehab properties, only space that can be occupied will be rehabilitated except to correct a health hazard.
- (8) Multi-family units, defined as an apartment, duplex or garage apartment are not eligible for homeownership.
- (9) Exterior doors must be solid core steel or wood. Interior doors are to be hollow core. (New Construction)
- (10) No metal bars are allowed on windows or doors.

**Exhibit I**  
ALACHUA COUNTY/CITY OF GAINESVILLE  
SHIP PROGRAM SPECIAL NEEDS HOUSING PROGRAM

PROGRAM GUIDELINES  
FOR CONTRACTS DATED AFTER APRIL 12, 2005

I. GENERAL PURPOSE

A. Project Area and Purpose

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

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

II. FUNDING SOURCE

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

III. ELIGIBLE PROGRAM SPONSORS

An eligible program sponsor must meet the following key eligibility criteria in order to participate:

- Sponsor organizations must be a quasi-governmental agency or a non-profit entity with current 501 (c) (3) tax exempt status;
- Sponsor organizations must demonstrate success in providing Special Needs Housing secured services during the previous three (3) consecutive years from date of application for Special Needs Housing Program funds.
- Sponsor organizations must demonstrate that other funds and financing are available before SHIP funds will be committed and must certify that all assisted individuals must qualify as very low and low-income households as defined by the U.S. Department of Housing and Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program. Housing projects must meet income certification guidelines as provided by City and/or County Special Needs Income Certification Plan & Monitoring Strategy.
- Sponsor organizations must have applicable federal, state and/or local license(s) as required to operate an entity within the City and/or the County.

- To the extent funds are available; Sponsor organizations must make the assisted housing and related services available to all eligible persons regardless of jurisdiction of residence within Alachua County prior to or at the time of request or referral for services.

#### ELIGIBLE SPONSOR SELECTION CRITERIA

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

SELECTION CRITERIA	MEASURES
--------------------	----------

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

The following documents may be requested as a part of the competitive application process:

Approved site plan, Letters of commitment for other funding, Evidence of site control, Three years of tax returns, Three years financial statements, Interim financial statements, Project description, Company history, Resumes of all company principals, Application form, Survey and other documentation as may be required.

#### ELIGIBLE PROGRAM RECIPIENTS

An eligible recipient must meet the following key eligibility criteria in order to occupy a SHIP funded unit or receive assistance from eligible program sponsors:

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

#### VI. ELIGIBLE PROPERTY

An eligible property for which SHIP Special Needs Housing Program Funds can assist must meet the following key eligibility criteria:

- Eligible properties shall be located in Alachua County, including the incorporated limits of the City of Gainesville;
- Rental units constructed, rehabilitated or otherwise assisted from the local housing assistance trust fund must be monitored at least annually for 15 years or the term of assistance, whichever is longer, for compliance with tenant income and affordability requirements, as otherwise exempted from Florida

Statute 420.9075 (3) (e). In determining the maximum allowable rents, "Affordable" means that monthly rents or monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Section 420.9071 (2), subsection (19) and subsection (28), Florida Statutes. The rent limit chart is provided by the U.S. Department of Housing and Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program.

- Mobile homes shall not be assisted.

#### VII. FORM OF OWNERSHIP

Ownership types include the following:

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

OR

- Long-term lease for a minimum duration of the period of construction/rehabilitation plus the income compliance period.
  - Proof of ownership shall consist of a copy of a recorded deed and of an executed recorded mortgage instrument (if applicable) showing that title to the property has been conveyed to the sponsor organization and containing a legal description of the property. Proof of long-term lease shall consist of copy of the lease agreement.

FIRST AMENDMENT TO ALACHUA COUNTY/CITY OF GAINESVILLE  
INTERLOCAL AGREEMENT  
FOR THE ADMINISTRATION OF S.H.I.P. SPECIAL HOUSING NEEDS  
CONTRACTS DATED AFTER APRIL 12, 2005

**THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("First**

Amendment") is entered into this 23 day of April, 2019, between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County"), and the City of Gainesville, a municipal corporation of the State of Florida, by and through its City Commission, (hereinafter referred to as the "City").

**WITNESSETH**

**WHEREAS**, the parties entered into an Interlocal Agreement dated April 12, 2005, for the provision of Special Needs Housing Program services, a copy of which is recorded in the public records of Alachua County, Florida (the "Interlocal Agreement"): and

**WHEREAS**, the parties desire to amend Section VIII of Attachment I to the Interlocal Agreement to amend the maximum assistance provision from "the lesser of up to 50% of the eligible construction project cost or \$6,000 per unit" to the maximum amount allowed under the applicable County Local Housing Assistance Plan ("LHAP"), as more particularly set forth and described herein below;

**WHEREAS**, the City has been informed that the County intends to amend the County LHAP SFY 2014-2017 to increase the maximum award for the Special Needs Program from \$10,000 (\$5,000 per unit) to \$100,000 (\$50,000 per unit), and the City agrees to said amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and pursuant to Section 163.01, et. seq., Florida Statutes, the Florida Interlocal Cooperation Act of 1969, the parties hereto agree as follows:

Recitals. The parties agree that all of the recitals set forth above are true, correct and are hereby incorporated into, and made part of, this First Amendment.

Section VIII of Attachment 1 to the Interlocal Agreement. Section VIII of Attachment I

to the Interlocal Agreement is hereby amended in its entirety as follows (the strikethroughs indicate deletions to the current language and underlying indicates additions to the current language):

VII. AWARD.

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THE MAXIMUM ASSISTANCE WILL BE IN ACCORDANCE WITH THE APPLICABLE COUNTY LOCAL HOUSING ASSISTANCE PLAN

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Funds are provided to a sponsor as a due on sale-loan recorded in the public records of Alachua County, Florida. The housing must remain affordable and occupied by income eligible beneficiaries for a period of 15 years. Sponsor organizations shall comply with and provide written certification of income and rent levels for the compliance period of 15 years. All SHIP assisted rental properties offered for sale prior to the 15- year term of affordability must be subject to a right of first refusal for purchases at the current market value, less the amount of the SHIP subsidy; by eligible nonprofit organizations who would provide continued occupancy by eligible persons.

Filing with the Clerk of Court. This First Amendment shall become effective upon filing a duly approved and fully executed copy of the First Amendment with the Clerk of Circuit Court of Alachua County, Florida.

Except as expressly amended by this First Amendment, all of the terms and conditions of the Interlocal Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties' respective board of commissioners have approved this First Amendment and have caused it to be executed by their respective duly authorized official on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By:

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Robert Hutchinson, Chair, Board of County Commissioners

ATTEST;

Jesse K. Irby, II, Clerk (SEAL)

CITY OF GAINESVILLE

By: \_\_\_ Lauren Poe, Mayor

ATTEST:

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Clerk (SEAL)

APPROVED AS TO FORM



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Alachua County Attorney's Office

APPROVED AS TO FORM AND LEGALITY

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[eff. Date 9/11/2018]



**INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF GAINESVILLE AND ALACHUA COUNTY  
FOR THE RENTAL ASSISTANCE PROGRAM (PROGRAM)**

**THIS INTERLOCAL AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners hereinafter referred to as "County", and the City of Gainesville, a municipal corporation created and existing under the laws of the State of Florida, by and through its City Commission hereinafter referred to as "City" (collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the City and County are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and

**WHEREAS**, the City and County have determined that the welfare of persons who are experiencing homelessness and persons who have special housing needs within Alachua County are the joint concern of both local governments and that a program to provide rental housing assistance to such persons can be more effectively and efficiently funded and administered through an Interlocal Agreement; and

**WHEREAS**, the issue of homelessness impacts all jurisdictions of Alachua County, Florida, and is a quality of life issue concerning Alachua County residents; and

**WHEREAS**, the City and County desire to support homeless services to enhance the general health, safety, and welfare of the citizens of the City and the County; and

**WHEREAS**, the complexity of homelessness and the need for comprehensive support systems within the community to meet the basic needs of homeless persons requires a collaborative effort; and

**WHEREAS**, the City and County wish to provide rapid rehousing and eviction prevention assistance for persons who are experiencing homelessness and persons who have special housing needs within Alachua County; and

**WHEREAS**, the William E. Sadowski Affordable Housing Act, Chapter 92-137, Laws of Florida, created the State Housing Initiatives Partnership (SHIP) Act, Section 420.907, Florida Statutes, which authorizes distribution of monies in the Local Government Housing Trust Fund to be distributed to approved counties and eligible municipalities and encourages local governments to create regional partnerships across jurisdictional boundaries through the pooling of appropriated SHIP Program funds to address homeless housing needs identified in Local Housing Assistance Plans (LHAPs); and

**WHEREAS**, Alachua County is an approved County and the City of Gainesville is an approved eligible municipality within the County; and

**WHEREAS**, the County has adopted a Local Housing Assistance Plan (County LHAP) meeting the requirements of the SHIP Act and establishing affordable housing programs, and the City has adopted a Local Housing

[eff. Date 9/11/2018]



Assistance Plan (City LHAP) meeting the requirements of the SHIP Act and establishing affordable housing programs; and

**WHEREAS**, Florida Senate Bill 1534 (2016), Section (9), provides that a county or eligible municipality may not expend its portion of the local housing distribution to provide ongoing subsidies, except for: a rent subsidy program for very low-income families with at least one person with special needs as defined in Section 420.0004, Florida Statutes, or one individual experiencing homelessness as defined in Section 420.621, Florida Statutes. The period of rental assistance may not exceed 12 months for an eligible household for rapid rehousing assistance and may not exceed six months for eviction prevention assistance; and

**WHEREAS**, the City and County have each provided in their respective LHAPs for the establishment of a Rental Assistance Program, to be jointly funded by the City and the County and administered by the County for the purpose of providing funding for rental housing assistance as defined in Florida Senate Bill 1534 (2016), Section (9); and

**WHEREAS**, the County and City entered into an Interlocal Agreement for the Rental Assistance Program dated September 16, 2017, in a continuing effort to cooperate to provide rapid rehousing and eviction prevention assistance for persons who are experiencing homelessness and persons who have special housing needs within Alachua County; and

**WHEREAS**, the County and City wish to provide additional funding to continue the Rental Assistance Program through a new Interlocal Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

**1. TERM:**

This Agreement is effective upon execution by both Parties ("Effective Date") and remains effective until June 30, 2020 ("Expiration Date"), unless earlier terminated or amended herein. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement must be recorded with the Alachua County Clerk of the Courts.

**2. SCOPE OF SERVICES:**

The County shall fully perform the Scope of Services as described in **Attachment A - Scope of Services**. In the implementation of this Agreement, City and County staff may agree in writing to minor programmatic changes to the Rental Assistance Program (the "Program"), provided there is no substantive change to the Program and no change in the total amount of City and County funding appropriations.

**3. FUNDING APPROPRIATIONS:**

Funding for the Program consists of that portion of the funds allocated to the Program by the current approved City LHAP and County LHAP, respectively, and pursuant to applicable provisions of the SHIP Act, SHIP Rule Chapter 67-37 Florida Administration Code, and adopted program guidelines, as well as that portion of the General Revenue funds allocated to the Program by the County pursuant to applicable provisions of the state and local laws. Both the County's and the City's performance and obligation under this Agreement is contingent upon annual appropriation by the State of Florida related to the SHIP Program and annual appropriation by the County's and the

[eff. Date 9/11/2018]



City's respective governing bodies.

**A. COUNTY APPROPRIATIONS:**

The County shall contribute \$150,000 from its FY 2016-2017 SHIP Program allocation and FY 2016-2017 General Revenue budget as follows:

- Direct Program Services
- Administrative Services (Case Manager)

\$120,000 (SHIP Program)

\$30,000 (General Revenue)

The County shall contribute \$114,000 from its FY 2017-2018 SHIP Program allocation and FY 2018-2019 General Revenue budget as follows:

- Direct Program Services \$84,000 (SHIP Program)
- Administrative Services (Case Manager) \$30,000 (General Revenue)

**B. CITY APPROPRIATIONS:**

The City shall contribute \$120,000 from its FY 2016-2017 SHIP Program allocation as follows:

- Direct Program Services \$120,000 (SHIP Program)

The City shall contribute \$84,000 from its FY 2017-2018 SHIP Program allocation as follows:

- Direct Program Services \$ 84,000 (SHIP Program)

**C. TOTAL APPROPRIATIONS:**

The total amount appropriated by the City and County is as follows:

- County SHIP Program \$204,000

City SHIP Program \$204,000

County General Fund \$ 60,000

**Total Appropriations \$468,000**

The City and County funding priority for Direct Program Services is implementation of the Rapid Rehousing Services.

The Rapid Rehousing Program will provide rental subsidies to assist eligible individuals and families with obtaining a lease on a rental unit to help those who are experiencing homelessness to be quickly re-housed and stabilized.

Based upon funding availability, the City and County may implement the Eviction Prevention Program to provide assistance to eligible individuals and families with rent payments in arrears that are equal to no more than six months to prevent eviction.

The County shall be reimbursed on a monthly basis upon receipt by the City of an invoice for approved Program expenditures, provided that the invoice is accompanied by supporting documentation established in **Exhibit 2 - Rental Assistance Annual Report Household Data Summary** to the City's reasonable satisfaction and that the County has expended the City funds for rental housing assistance services in accordance with Section 5 - Duties of the County during the term of this Agreement.

[eff. Date 9/11/2018]



**4. DUTIES OF THE CITY:**

- A. To monitor sponsor compliance with income levels, rental payments, and other applicable program Requirements of households assisted through the Program as required by the SHIP Act.
- B. To assist the County with any aspect of the Program upon request.
- C. To reimburse the County in a timely manner, within 45 calendar days of receipt of invoice and supporting documentation.
- D. To make presentations and to provide Program reports to the City Commission, as requested.

**5. DUTIES OF THE COUNTY:**

- A. To establish a Rental Assistance Program funding account as a separate fund by program fiscal year within the Alachua County budgeting and accounting system.
- B. In accordance with Section 3 - Funding Appropriations of this Agreement, deposit into the Rental Assistance Program funding account those City funds that are allocated by an approved City LHAP to the Rental Assistance Program funding account, awarded to eligible beneficiaries and remitted to the County for such purpose.
- C. In accordance with Section 3 - Funding Appropriations of this Agreement, deposit into the Rental Assistance Program fund those County funds that are allocated by an approved County LHAP to the Rental Assistance Program funding account, awarded to eligible beneficiaries and contributed by the County for such purpose.
- D. To advertise available funding for the Program during the term of this Agreement for which funding is allocated by the City and County LHAPs, respectively.
- E. To determine the eligibility of all activities funded and all households assisted through the Program .
- F. To review and pay all invoices and requests for reimbursement of expenditures meeting the requirements of the Program.
- G. To maintain Program files in accordance with the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 - 420.9079, Florida Statutes.
- H. To maintain all financial records in accordance with the State Housing Initiatives Partnership (SHIP) Act, Section 420.907 - 420.9079, Florida Statutes.
- I. To provide the City with quarterly reports regarding compliance monitoring as established in **Exhibit 3 - Quarterly Summary Report**.
- J. To make copies of all program files generated by the County available for review by the City, as requested.
- K. To provide housing inspection services for households assisted through the Program in accordance with the U.S. Department of Housing and Urban Development (HUD) Habitability Standards in **Exhibit 1- Housing Habitability Standards Rental Assistance Program Inspection Checklist**.
- L. To submit to the City annually and upon request a report on the activity of the Rental Assistance Program for each state fiscal year until all funds are expended for the fiscal year.
- M. To make presentations and to provide Program reports to the City and County Commissions, as requested.

**6. LIMIT ON REVENUES THAT MAY BE USED:**

[eff. Date 9/11/2018]



Neither party may use any revenues allocated and distributed for purposes other than those authorized by Section 420.9072(7), Florida Statutes, or permitted by the terms of **Attachment B - Housing Focused Case Management Program**.

**7. FINANCIAL CLOSEOUT REPORTS:**

The County shall provide the City with monthly program reports. Those reports must include documentation of the expenditures of both City and County funds for rental housing assistance during the period of this Agreement. Additionally, the reports must describe program services rendered, the dates thereof, and the beneficiaries receiving such service. Reimbursement is contingent upon the County's submission of monthly expenditure reports, along with required source documentation, beginning with the first month of this Agreement. Monthly program reports must be received by the City within 20 days of the close of the month for which payment is requested and must be submitted according to the format as established by the City and the County.

**8. UNEXPENDED FUNDS:**

Based on the Monthly Program Reports, any funds provided for rental housing assistance services that are not expended by the end of term of this Agreement, or that are not expended due to termination of this Agreement, must be returned to the City and County in the same percentage as actual funds were contributed.

**9. NOTICE:**

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. For purposes of all notices, the City and County representatives are:

County: Claudia Tuck  
Community Support Services Director  
218 SE 24th Street  
Gainesville, FL 32641  
J.K. "Jess" Irby  
Clerk of the Court  
12 SE 1st Street  
Gainesville, FL 32601  
Attn: Finance and Accounting  
and

**10. DEFAULT AND TERMINATION:**

City: Fredrick J. Murry  
Assistant City Manager  
P.O. Box 490, Station 6  
200 East University Avenue  
Gainesville, FL 32627

[eff. Date 9/11/2018]



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

The failure of either party to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the non-defaulting party must notify the defaulting party in writing with specific reference to the provision giving rise to the default. The non-defaulting party must give the defaulting party at least seven calendar days to cure the default. The Community Support Services Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Community Support Services Director is authorized to provide final termination notice on behalf of the County to the City. The Assistant City Manager is authorized to provide written notice of termination on behalf of the City, and if the default situation is not corrected within the allotted time, the Assistant City Manager is authorized to provide final termination notice on behalf of the City to the County.

Either party may terminate this Agreement (through action of its respective Commission) with or without cause by first providing at least 30 calendar days' written notice to the other party. In case of termination, the County shall refund to the City a pro-rated share of the funds paid or due calculated from the date of termination through the end of the month, based upon the monthly payment schedule.

If funds to finance this Agreement become unavailable, either party may terminate the Agreement with not less than 24 hours' written notice to the other party. The terminating party will pay the other for all work completed prior to any notice of termination.

#### **11. PROJECT RECORDS:**

The parties will retain all records relating to this Agreement for three years after the completion of all work is performed. The parties will make available any records relating to this Agreement for copying and inspection upon written request of the other. Furthermore, the parties will make any records relating to this Agreement available to any state, federal, or regulatory authorities, who may wish to review, inspect, or copy these records. Records that relate to any litigation, appeals, or settlements of claims arising from this Agreement must be maintained and made available until a final disposition has been made of such litigation, appeals, or claims.

#### **12. INSURANCE:**

The parties represent and warrant that they are self-insured in accordance with the provisions of Section 768.28, Florida Statutes.

#### **13. LAWS AND REGULATIONS:**

Each party will comply with all laws, ordinances, regulations, and requirements applicable to the performance of this Agreement by each party. Each party is presumed to be familiar with all state and local laws, ordinances, code rules, and regulations that may in any way affect their performance under this Agreement.

#### **14. LIABILITY AND SOVEREIGN IMMUNITY:**

Each party shall be solely responsible for the negligent or wrongful acts of its public officials, agents, volunteers,

[eff. Date 9/11/2018]



and employees. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

**15. ASSIGNMENT OF INTEREST:**

Neither party may assign or transfer any interest in this Agreement without prior written consent of the other party.

**16. SUCCESSORS AND ASSIGNS:**

The County and City each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

**17. THIRD PARTY BENEFICIARIES:**

This Agreement does not create any relationship with, or any rights in favor of, any third party.

**18. SEVERABILITY:**

If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

**19. NON WAIVER:**

The failure of any party to exercise any right in this Agreement will not be considered a waiver of such right.

**20. GOVERNING LAW AND VENUE:**

This Agreement is governed in accordance with the laws of the State of Florida. Venue will be in Alachua County.

**21. ATTACHMENTS:**

All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

**22. AMENDMENTS:**

The Parties may amend this Agreement only by mutual written agreement of the Parties, executed with the same formalities as this Agreement.

**23. CAPTIONS AND SECTION HEADINGS:**

Captions and section headings used in this Agreement are for convenience only and may not be used in construing this Agreement.

**24. CONSTRUCTION:**

This Agreement may not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

**25. COUNTERPARTS:**

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed is deemed to be an original, and such counterparts will together constitute but one and the same instrument.

**26. RECORDING OF AGREEMENT:**

The County, upon execution of this Agreement by both parties, shall record this Agreement in the public records of Alachua County, Florida.

**27. ENTIRE AGREEMENT:**

[eff. Date 9/11/2018]



This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

**ALACHUA COUNTY, FLORIDA**

Attest:

**CITY OF**

Attest:

Jesse K. Irby II, Clerk

Michele D. Gainey

Clerk of the Commission

**APPROVED AS TO FORM AND LEGALITY:**

Nicolle M. Shalley, City Attorney

By:

By:

Robert Hutchinson, Chair

Board of County Commissioners

**ATTACHMENT A - Scope of Services**

**RAPID REHOUSING**

The County shall administer the Rapid Rehousing Program to award funding to eligible recipients who are in need of a rental subsidy to assist with obtaining a lease on a rental unit. Eligible recipients must qualify as very-low income household with at least one adult who is person with special needs as defined ins. 420.0004, Florida Statutes, or a person who is homeless as defined in s. 420.621 , Florida Statutes, at the time of application. Rent subsidy assistance may include utility deposits, security deposits and payment of rent equal to no more than twelve (12) months with a maximum grant funding award of \$6,000.

Additionally, applicants must be entered into the local Homeless Management Information System (HMIS) and assistance will be provided based upon priority ranking as established by the local Continuum of Care (CoC).

The recipient's lease must be at least twelve (12) months. Case management services will be provided by Alachua County Community Support Services Department Social Services Division or referred to community social service agencies. Collaboration with local Continuum of Care (CoC) lead agency, landlords and realtors will be fostered to provide monitoring and improve program efficiency and effectiveness.

**EVICTON PREVENTION**

The County shall administer Strategy the Eviction Prevention Program to award funding to eligible recipients who are in need of one-time payment assistance with rent payments that are in arrears. Eviction prevention applies only to rental dwellings to prevent homelessness. Eligible recipients may seek assistance for rent payments in arrears that are equal to no more than six (6) months' rent with a maximum grant funding award of \$3,000.

[eff. Date 9/11/2018]



Applications for assistance under this program will be reviewed and approved based on a first-come, first-qualified, first-served basis.

The recipient's lease must be at least twelve (12) months. Case management services will be provided by Alachua County Community Support Services Department Social Services Division or referred to community social service agencies.

Collaboration with local Continuum of Care (CoC) lead agency, landlords and realtors will be fostered to provide monitoring and improve program efficiency and effectiveness.

The City and County funding priority for the Direct Program Services is the implementation of the Rapid Rehousing Services.

The Rapid Rehousing Program to provide rental subsidies to assist eligible individuals and families with obtaining a lease on a rental unit, including from becoming homeless and help those who are experiencing homelessness to be quickly re-housed and stabilized. Based upon funding availability the City and County may implement the Eviction Prevention Program to provide assistance to eligible individuals and families with rent payments in areas that are equal to no more than six (6) months to prevent eviction.

**CERTIFICATION TO  
FLORIDA HOUSING FINANCE CORPORATION**

The Alachua County Board of County Commissioners (BoCC)

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

\_\_\_\_\_  
Chair, Robert K. Hutchinson

ATTEST:

APPROVED AS TO FORM

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

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