



**SHIP FY 2016/2017
Pre-Application Workshop
1500 Monroe St. Fort Myers, FL
1st Floor Conference Room**

**Thursday, September 1, 2016
10:00 AM**

WORKSHOP AGENDA

1. Welcome
2. Grant Application 2016/2017
 - Instruction for Documenting the Special Needs
 - Homeownership strategy: 2016 Income Limits adjusted for household size and Maximum Monthly Payments
 - Rental Strategy: 2016 Income Limits adjusted for household size and 2016 Rent Limits per number of bedrooms in a unit.
3. Requirements to apply for reimbursement
4. Project management
 - a. SHIP Contracts
 - Proof of General Liability Insurance
 - Proof of Fidelity Bond/Employee Dishonesty
 - b. SHIP Mortgage and Notes
 - For Homeownership when property is sold
 - For Rehabilitation and Rental before the project starts
 - For Foreclosure when funds are disbursed
 - c. SHIP Close Out Package (Please contact staff)
5. Question and Answer Period
6. Adjournment

The meeting agenda and back-up materials are available at:

<https://www.leegov.com/dcd/planning/ah>

SHIP
(State Housing Initiatives Partnership)
2016/2017 Funding Cycle

Application Deadline:
Friday September 30, 2016 @ 4:00 p.m.

Applications must be post marked or delivered by the September 30, 2016 deadline, no later than 4:00 p.m. at the Lee County Planning Section. Faxed and E-mailed applications or applications received after the deadline will be disqualified.



Lee County Board of County Commissioners
Department of Community Development
Planning Section
239-533-8389

Mailing address - P.O. Box 398, Ft Myers, FL 33902-0398
Physical address – 2nd FL, 1500 Monroe St., Ft. Myers, FL 33901



Lee County is pledged to the letter and spirit of U.S. for the achievement of equal housing opportunity throughout the nation. Lee County encourages and supports affirmative advertising and marketing programs in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin.

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Date of Advertisement: August 21, 2016

**TO ELIGIBLE NON-PROFIT ORGANIZATIONS AND GOVERNMENT AGENCIES ONLY
NOTICE OF FUNDS AVAILABLE AND SOLICITATION FOR PROPOSALS FOR THE
LEE COUNTY STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
FY 2014/2015 AND FY 2015/2016 (SUPPLEMENTAL) AND FY 2016/2017**

For information or an application packet contact: Antia Richards, Senior Planner, Lee County SHIP Program at (239) 533-8547, or by e-mail at arichards@leegov.com



Lee County is pledged to the letter and spirit of U.S. for the achievement of equal housing opportunity throughout the nation. Lee County encourages and supports affirmative advertising and marketing programs in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin.

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP): Lee County Planning Section announces the availability of funding as authorized under the State Housing Initiatives Partnership (SHIP) Program created per Florida Statutes 420.907 and subject to the rules of Florida Administrative Code 67-37, and the 2014/15 – 2016/17 Lee County Local Housing Assistance Plan as approved. Rules and regulations pertaining to the SHIP program apply. The total available for FY 2014/2015 & FY 2015/2016 (supplemental) is 1,020,142 and the projected total distribution for FY 2016/2017 is \$2,698,989 with \$2,429,090 available.

SHIP Application deadline 4 p.m. September 30, 2016 – Application period September 22 to 30, 2016:

No applications will be accepted prior to September 22, 2016. Applications must be post marked or delivered by the Friday, September 30, 2016 deadline, no later than 4:00 p.m. Applications received after the deadline will be disqualified; faxed and e-mailed applications will be disqualified. The mailing address is Lee County SHIP Program, Lee County Planning Section, P.O. Box 398, Ft Myers, FL 33902-0398. The physical address is Lee County SHIP Program, Lee County Planning Section, 1500 Monroe St., 2nd Floor, Ft. Myers, FL 33901.

Pre-application Workshop: Thursday, September 1, 2016 at 10 a.m. in the First Floor Conference Room, Community Development/Public Works Building, 1500 Monroe St., downtown Fort Myers, FL 33901. Two or more members of the Affordable Housing Committee may attend this meeting but no actions will be taken on behalf of the Committee. In accordance with the Americans with Disabilities Act, reasonable accommodations will be made upon request. Please contact Antia Richards at (239) 533-8547.

HOMEOWNERSHIP

Homeownership Strategies: New Construction, Purchase Assistance without Rehabilitation (new only), Purchase Assistance with Rehabilitation, Foreclosure Prevention, Rehabilitation and Disaster Repair/Mitigation.

Funds Available:

FY 2014/2015 \$120,000 – Funds must be expended by July 30, 2017

FY 2015/2016 \$200,000 – Funds must be expended by December 30, 2017

FY 2016/2017 \$1,145,000 – Funds must be expended by December 30, 2018

Eligible Sponsors: Eligible non-profit affordable housing providers and/or governmental agencies. Successful applicants must comply with the rules of the SHIP program and those of other funding sources, must be IRS recognized non-profit organizations or government agencies and must specialize in housing.

Eligible Activities: Site preparation, infrastructure, construction, engineering, permitting fees, down payment assistance, and other construction related costs. Purchase assistance with rehabilitation can include acquisition, rehabilitation, and resale of existing homes. Funds may be used for acquisition, infrastructure, permitting fees, rehabilitation, and other construction related costs.

Homeownership Strategy Set-aside: DPA and Purchase Assistance with Rehabilitation

Funds Available: FY 2016/2017 \$260,000–Funds must be expended by December 30, 2018

Eligible Sponsors: These funds are set aside for administration by the Lee Co. Dept of Human Services.

Eligible Activities: Site preparation, infrastructure, construction, engineering, permitting fees, down payment assistance, and other construction related costs. Purchase assistance with rehabilitation can include acquisition, rehabilitation, and resale of existing homes. Funds may be used for acquisition, infrastructure, permitting fees, rehabilitation, and other construction related costs.

Homeownership Strategies: Rehabilitation and Disaster Repair/Mitigation.

Funds Available: FY 2016/2017 \$350,000 – Funds must be expended by December 30, 2018

Eligible Sponsors: Eligible non-profit affordable housing providers and/or governmental agencies. Successful applicants must comply with the rules of the SHIP program and those of other funding sources, must be IRS recognized non-profit organizations or government agencies and must specialize in housing.

Eligible Activities: Rehabilitation of existing owner-occupied homes. Funds may be used for permitting fees, construction and construction related costs.

RENTAL

Rental Strategies: Rehabilitation for General and/or Special Needs Rental and Disaster Repair/Mitigation

Funds Available:

FY 2014/2015 \$483,348 – Funds must be expended by July 30, 2017

FY 2015/2016 \$216,795 – Funds must be expended by December 30, 2017

FY 2016/2017 \$650,090 – Funds must be expended by December 30, 2018

Eligible Sponsors: Eligible non-profit affordable housing providers and/or governmental agencies. Successful applicants must comply with the rules of the SHIP program and those of other funding sources, must be IRS recognized non-profit organizations or government agencies and must specialize in rental housing. Funds may be expended on the rehabilitation of general rental housing or housing for persons who have special needs. Special Needs Rental Projects, that meets the State requirements as defined in 420.0004(13) of the Florida Statutes, will have priority over general rental. If the amount of rental projects funded is less than the funds available, funds may be expended on homeownership strategies instead.

Eligible Activities: Eligible activities include activities related to construction and rehabilitation of rental housing.

Home Ownership Counseling: Home Ownership Counseling, and Education

Funds Available: FY 2016/2017 \$24,000 – Funds must be expended by December 30, 2018

Proposals from qualified non-profits to provide for the compilation and distribution of materials for SHIP beneficiaries on topics such as: financing, family budgeting, home maintenance and credit/mortgage counseling. Persons completing the course will receive a certificate. Funds can only be spent on counseling households receiving SHIP funds under one of the above strategies. If the amount of counseling funded is less than the funds advertised, funds may be expended on homeownership or rental strategies instead.

PROGRAM REQUIREMENTS

In Lee County, the maximum allowable purchase price for a single-family house is \$328,847 and the median income for a household with four persons is \$56,400. All beneficiaries of the program must meet income requirements for extremely-low (30% of median), very low (50% of median), low (80% of median), or moderate (120% of median) income households. Very low and low-income households are a priority. At least 30% of the program's recipients must be very low-income and 30% low-income households. The maximum awards per income category are:

- Extremely Low and Very Low-Income Household – maximum \$45,000 per household unit
- Low-Income Household – maximum \$40,000 per household unit
- Moderate-Income Household – maximum \$25,000 per household unit

Successful applicants must comply with the rules of the SHIP program as well as those of other funding sources for their projects. Successful applicants must be IRS recognized non-profit organizations or government agencies and must specialize in housing, community development, or supportive housing for people with special needs.

Lee County will use at least 20% of the allocation of SHIP funds for fiscal year 2016-2017 for special needs households as defined in 420.0004 (13)*. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

** 420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.*

***393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.*

HUD Released date 3/28/2016 - FHFC posted 3/31/2016

Homeownership Strategies

**2016 Annual Income Limits Adjusted to Household Size and
Maximum Monthly Housing Payment including PITI**

This form indicates household income limits and the maximum amount of that income - 30% that households should pay for monthly housing payments including PITI - principal, interest, taxes and insurance.

% of Yearly Median Income	Number of Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low Income 30%	\$11,880	\$16,020	\$20,160	\$24,300	\$28,440	\$32,580	\$35,000	\$37,250
Maximum Monthly Payment	\$297.00	\$400.50	\$504.00	\$607.50	\$711.00	\$814.50	\$875.00	\$931.25
Very Low Income 50%	\$19,750	\$22,600	\$25,400	\$28,200	\$30,500	\$32,750	\$35,000	\$37,250
Maximum Monthly Payment	\$493.75	\$565.00	\$635.00	\$705.00	\$762.50	\$818.75	\$875.00	\$931.25
Low Income 80%	\$31,600	\$36,100	\$40,600	\$45,100	\$48,750	\$52,350	\$55,950	\$59,550
Maximum Monthly Payment	\$790.00	\$902.50	\$1,015.00	\$1,127.50	\$1,218.75	\$1,308.75	\$1,398.75	\$86,520.00
Moderate Income 120%	\$47,400	\$54,240	\$60,960	\$67,680	\$73,200	\$78,600	\$84,000	\$89,400
Maximum Monthly Payment	\$1,185.00	\$1,356.00	\$1,524.00	\$1,692.00	\$1,830.00	\$1,965.00	\$2,100.00	\$2,235.00

MSA: Cape Coral-Fort Myers

FY 2016 Yearly median income for a household with four persons: \$56,400

Maximum Price of a New or Existing House: \$328,847

SHIP Application Instructions

An application package consists of **one (1) original** completed application with appropriate attachments. Please clip (do not staple) the application in the upper left-hand corner. Because county staff must reproduce the applications, no applications in notebooks, binders or folders will be accepted.

Please submit an application for each project that you are applying for.

Funds approved from the 2014/2015 SHIP funding cycle must be expended by June 30, 2017.

Funds approved from the 2015/2016 SHIP funding cycle must be expended by December 30, 2017.

Funds approved from the 2016/2017 SHIP funding cycle must be expended by December 30, 2018.

All non-profit and government agencies applying for these funds are strongly encouraged to attend a pre-application workshop on September 1, 2016 at 10:00 a.m. in the First Floor Conference Room in the Lee County Community Development/Public Works Building, 1500 Monroe Street, downtown Fort Myers, FL 33901. Reasonable accommodations will be made upon request. If you are in need of a reasonable accommodation, please contact Antia Richards, Senior Planner, at (239) 533-8547.

Application Deadline: September 30, 2016

Application deadline: All applications must be post marked or received by the deadline @ 4:00 p.m. **NO APPLICATIONS WILL BE ACCEPTED AFTER THE DEADLINE.** Applications that are faxed, E-mailed or received after the deadline will be disqualified. The applicant may submit no additional information after the above deadline unless Planning Section staff requests information. No major changes are to be made to an application after the deadline. Applicants will be given the opportunity to submit additional information after the initial staff review. This may be supplemented by a post-application conference between county staff and the applicant.

To submit an application in Person or using a Private Express Mailer, please use this street address:

SHIP Program
Lee County Department of Community Development
Planning Section/ Second Floor
1500 Monroe Street, Fort Myers, FL 33901



To mail an application using the US Postal Services please mail it to the P.O. Box below:

SHIP Program
Lee County Department of Community Development
Planning Section
P.O. Box 398
Fort Myers, FL 33902-0398



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Application Selection Criteria

The applications submitted must meet the following criteria in order to be ranked.

Applications that do not meet these criteria will be disqualified.

- _____ 1. Applicants must have their application signed by the designated party,
- _____ 2. Applicants must include in the application proof that the organization is recognized as a non-profit agency by the State of Florida,
- _____ 3. Applicants must include in the application proof that the U.S. Internal Revenue Service has approved the organization as a non-profit organization (i.e. 501.c.3); existing non-profits that have been in existence long enough to file federal taxes must also include a copy of their latest federal tax return (IRS Form 990).
- _____ 4. Projects that are not in the appropriate Lee Plan land use classification will be disqualified.
- _____ 5. Minimum design criteria: All home ownership and rental projects must provide at least one entrance, which will be a ramp or no-step entrance unless the proposed construction of a no-step entrance will require the installation of an elevator.

ALL APPLICANTS

- ❖ All applicants will be given the maximum number of points for having an audit and for prior contract compliance unless there is evidence that the applicant had a poor audit report or contract experience with Lee County and the situation has not been rectified. For each un-rectified finding, points will be subtracted from the total score. New organizations that do not have an audit will receive no points.
- ❖ If staff believes a project is not viable, staff reserves the right to recommend no funding for that project and state the reason for such a recommendation. This is to avoid a situation where the county would end up funding an unfeasible project just because it met the minimum requirements and there was money available to fund it.
- ❖ The applications will be scored so that they can be compared and that comparison will be used for making funding recommendations. An application scoring the most points in a funding category does not guarantee full funding for the request. It is the goal of the Lee County SHIP Program to provide funding for a variety of housing units and projects in many locations and to ensure that all projects can be completed in a timely manner.

In considering requests for funding assistance, Lee County encourages the incorporation of storm resistant construction, energy efficient features, green building and innovative design techniques into construction and rehabilitation projects for ongoing sustainability and affordability (especially as related to maintenance, utilities and insurance). Green building initiatives include but are not limited to the areas of heating, cooling, water heating, insulation, windows and appliances.

Lee County will use at least 20% of the allocation of SHIP funds for fiscal year 2016-2017 for special needs households as defined in 420.0004 (13)*, The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

** 420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.*

***393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.*

**LEE COUNTY STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
AFFORDABLE HOUSING GRANT APPLICATION**

APPLICATIONS ARE DUE 4:00 P.M. SEPTEMBER 30, 2016

HOME OWNERSHIP

**PREPARE A SEPARATE APPLICATION FOR EACH
STRATEGY AND FUNDING YEAR**

Please check the appropriate Strategy:

- New Construction
- Purchase Assistance without Rehabilitation
- Purchase Assistance with Rehabilitation
- Rehabilitation
- Foreclosure Prevention
- Home Ownership Counseling

Minimum Design Criteria

- **All homeownership new construction projects must provide at least one entrance, which will be a ramp or no-step entrance unless the proposed construction of a no-step entrance will require the installation of an elevator.**

Part I Applicant Information

1. **Project Name:** _____
2. **Applicant Information:**
 - a) **Applicant's Name (Local Government or Non-Profit Organization):** _____

 - b) **FEIN #:** _____
 - c) **Applicant's Address:** _____
 - d) **Applicant's Phone Number:** _____ **Fax:** _____
 - e) **Contact Person Name:** _____
Address: _____
Phone #: _____ **Fax#:** _____ **E-mail:** _____
3. **Project Partner Information (If Applicable):**
 - a) **Name of Project Partner Organization:** _____
 - b) **FEIN #:** _____ **For-profit** _____ **Non-profit** _____
 - c) **Project Partner Address:** _____
 - d) **Project Partner Phone Number:** _____ **FAX:** _____
 - e) **Contact Person Name:** _____
Address: _____
Phone #: _____ **Fax#:** _____ **E-mail:** _____
4. **Authorization** *(Please provide Name and Title of duly authorized representative):*
 - a) **Name:** _____
 - b) **Title:** _____
 - c) **Street Address:** _____
 - d) **Mailing Address:** _____
 - e) **Telephone Number:** _____
 - f) **Fax Number:** _____
 - g) **E-Mail:** _____
 - h) **Signature:** _____
 - i) **Date:** _____

Part II Project Information

5. **Amount of Funds Requested:** \$ _____ **Total Project Cost:** \$ _____

6. **Proposed Project Narrative:** *This is a description of the proposed project. Indicate how you intend to use the SHIP funds requested and describe each of the major work items involved. (Include an explanation of why SHIP funds are needed. Please add additional pages as needed).*

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7. **Attachments**

- ___ Non-profit Charter or similar document from the State of Florida.
- ___ I.R.S. letter recognizing organization as a non-profit organization (i.e. – 501. c.3).
- ___ Existing non-profits that have been in existence long enough to file federal taxes must include a copy of the latest federal tax return (IRS Form 990).
- ___ Copy of most recent audit and current financial statements
- ___ List of Board of Directors
- ___ List of staff and qualifications
- ___ Proof of leveraged funds and applicant's contribution to project
- ___ Agency operational procedures or strategic plan
- ___ Project Budget
- ___ Chart of sources and uses of project funds
- ___ Copies of plans – new construction only
- ___ Continuation Sheets – Please label continuation sheets so it is clear what application item number is being addressed in the continuation sheet.
- ___ For projects involving acquisition only, a copy of an independent appraisal for the property to be acquired.

Home Ownership Strategies

Overall Capacity of the Organization, Including Management System, for Effective and Efficient Production as Well as Cost and Quality Control

All Projects - Staffing (Maximum Points – 5)

An applicant may be eligible for the maximum number of points if it can demonstrate in its narrative that it has adequate and available staff to commence and complete the project in an effective and efficient manner.

All Projects - Operations Procedures (Maximum Points – 5)

In order to receive the maximum number of points, the applicant must provide its Board of Directors' approved Operations Procedures Manual. The applicant may receive some points if it provides draft Operations Procedures.

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All Projects - Staff Experience (Maximum Points – 5)

The experience of the applicant will be evaluated to include the applicant’s length of time in business and staff experience and/or expertise in undertaking projects of a similar complexity as the one for which the funds are being requested.

Years of Similar Project Experience	Points Available
5 years or more	5
3 to 5 years	3
1 to 3 years	2
Less than 1 year	1
No experience	0

All Projects - Board Experience (Maximum Points – 5)

The experience of the board will be evaluated to include the board members’ experience and/or expertise in undertaking projects of a similar complexity as the one for which the funds are being requested.

Years of Similar Project Experience	Points Available
5 years or more	5
3 to 5 years	3
1 to 3 years	2
Less than 1 year	1
No experience	0

All Projects – Home Ownership Counseling and Training (Maximum Points – 5)

In order to receive the maximum number of points, applicants must document that they have a home ownership counseling and educational program or access to one. Applicants should include program guidelines, training schedule, and the number of households who have participated in the training over the past twelve months.

Development Feasibility – Ability to Proceed in a Timely Fashion and Attain Clear, Achievable Objectives

All Projects - Measurable Objectives are Clearly Stated (Maximum Points – 5)

The applicant clearly describes the project and states the type of unit, number of bedrooms, and the number of housing units to be provided as well as number of intended beneficiaries and their income categories. Attach and label continuation sheet if needed.

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Number and Type of Housing Proposed (please fill in the number of dwelling units proposed):

Number of Units	Type of Housing
	Single Family (detached)
	Duplex
	Townhouses
	Multi-family Units
	Other (specify type _____)

- a) Total number of dwelling units proposed: _____
- b) The number of proposed units by bedroom size distribution (for new construction only):
 _____ 1 BD, _____ 2 BD, _____ 3 BD, _____ 4+ BD, _____ Efficiency
- c) Proposed rental or sales price (for new construction only):
 _____ 1 BD, _____ 2 BD, _____ 3 BD, _____ 4+ BD
- d) Total number of dwelling units designated to be affordable for:
 extremely low income _____ very low income _____ low-income _____ moderate-income _____
 essential services personnel _____
- e) Total number of dwelling units designated for the elderly: _____
- f) Total Number of dwelling units designated for farm workers: _____
- g) Total Number of dwelling units designated for persons with developmental disability: _____
** 420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.*
***393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.*
- h) Project Location (street address and STRAP # if known, otherwise indicate if site is non-specific): _____

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- 1) Located in unincorporated Lee County _____
- 2) Located in Bonita Springs _____
- 3) Located in Cape Coral _____
- 4) Located in Fort Myers _____
- 5) Located in Fort Myers Beach _____
- 6) Located in Sanibel _____

All Projects - Project Readiness and Can Be Accomplished in a Timely Fashion (Maximum Points – 5)

Points will be awarded based on the project commencement and completion dates listed in the application. Applicants must keep in mind that if the project is funded, the project commencement date cannot be prior to the date on which the grant award agreement between the grantee and the county is fully executed.

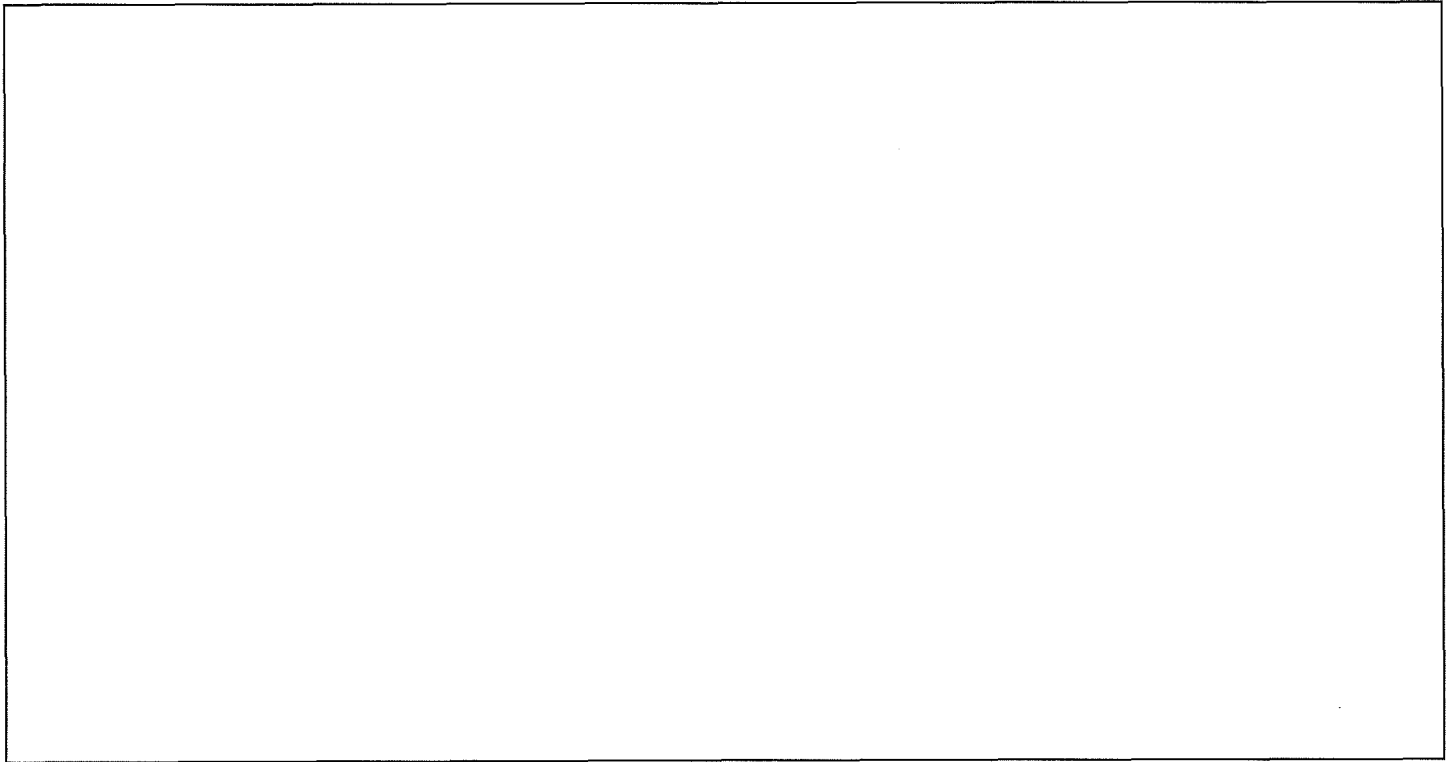
Project Readiness	Points Available
Ready to start immediately	5
Start within 3 to 4 months	3
Start within 5 to 6 months	2
Start more than 6 months out	1

Anticipated Project Commencement Date: _____

Anticipated Project Completion Date: _____

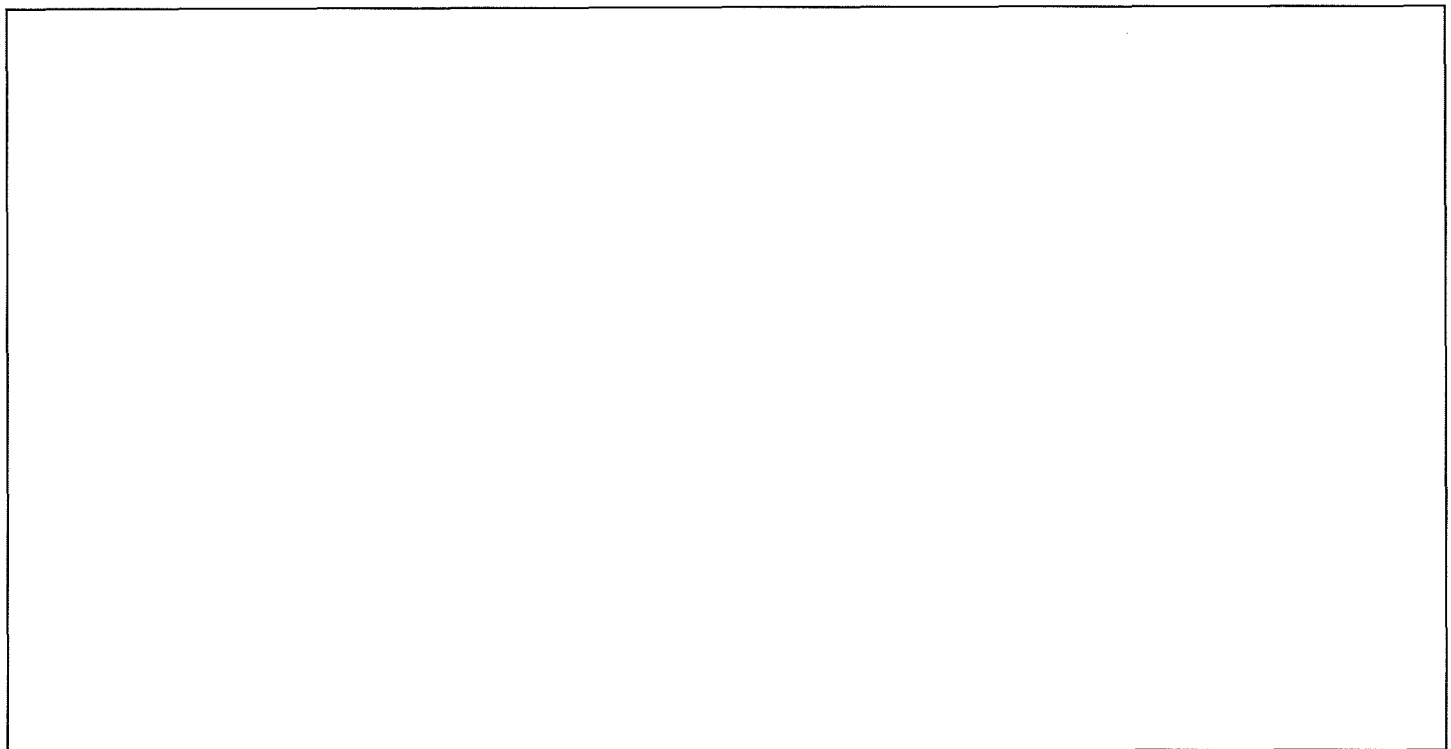
New Construction Projects Only - Site Control (Maximum Points – 5)

The applicant or the general partner must demonstrate site control. Site control can be in the form of a contract for purchase and sale, an option, or a warrantee deed. The applicant must provide proof of ownership or an option for a time frame long enough to assure project completion.

A large, empty rectangular box with a black border, intended for the applicant to provide proof of site control as described in the text above.

New Construction Projects only - Engineering and Architectural Drawings (Maximum Points – 5)

The applicant must provide site plans and architectural drawings of the buildings.

A large, empty rectangular box with a black border, intended for the applicant to provide site plans and architectural drawings as required by the text above.

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Owner-occupied Rehabilitation Projects - (Maximum Points – 5) For rehabilitation projects the applicant must provide an accurate and detailed description of the proposed work to be done.

[Empty box for applicant response]

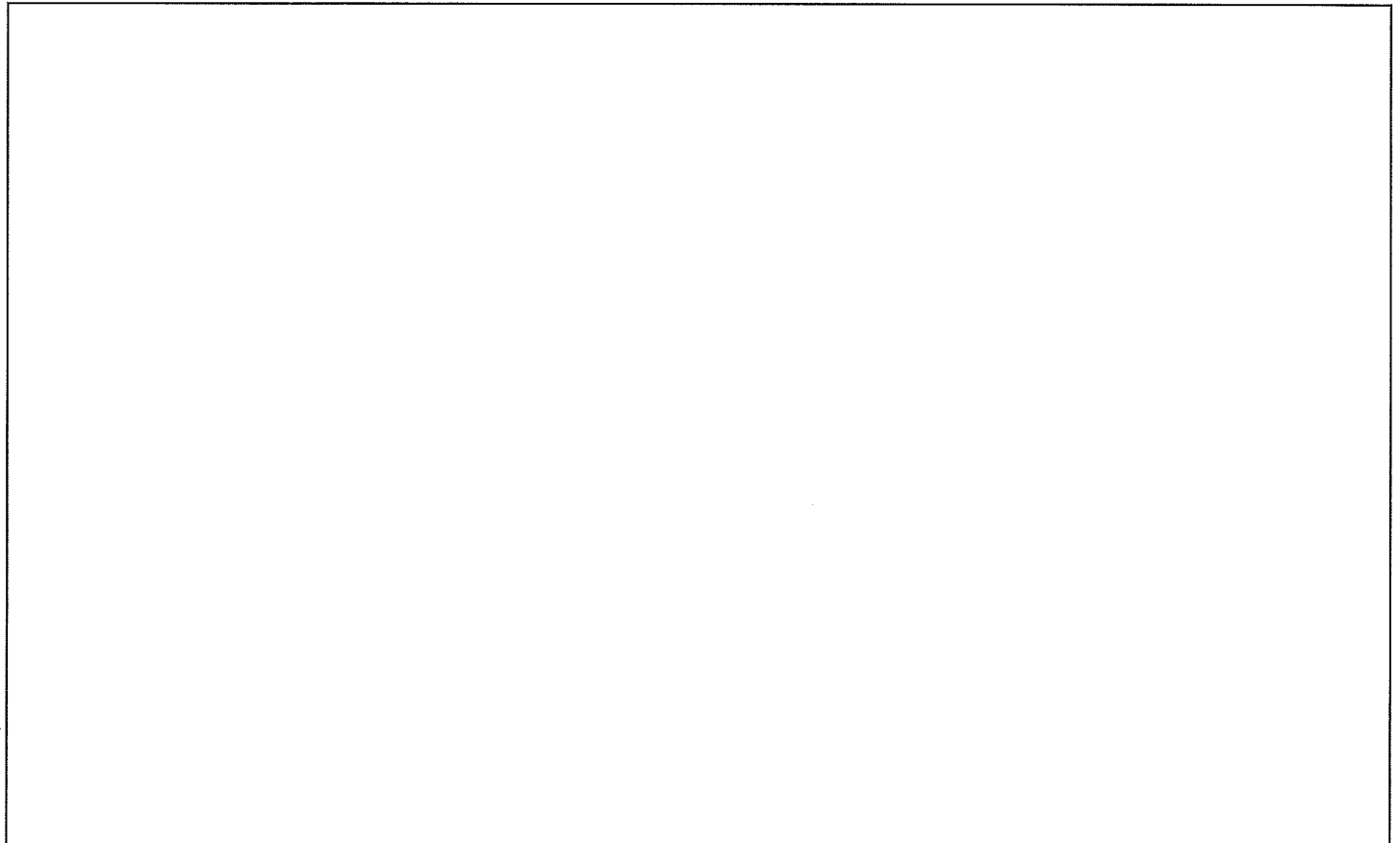
Purchase Assistance with Rehabilitation and Rehabilitation Projects– Minimum Accessibility Design (Maximum Points – 5)

Homeownership rehabilitation projects meeting the minimum accessibility design criteria applicable to homeownership new construction will receive points as shown on the table below. To receive the points, rehabilitation projects must meet the minimum design criteria for accessibility a, b and c (criteria c applies only if it will not result in the installation of an elevator).

- a. On the first habitable floor of the building, 32 inches clear passage through at least one exterior door and 29 inch clear passage through all interior doors, including bathrooms.
- b. On the first habitable floor of the building, 36-inch wide level route through hallways and passageways.
- c. Provide at least one entrance, which will be a ramp or no-step entrance unless the proposed construction of a no-step entrance will require the installation of an elevator.

Units Incorporating Minimum Accessibility Design	Points Available
100%	5
75%	4
50%	3
25%	2
10%	1

To receive the points, rehabilitation projects must provide at least one entrance, which will be a ramp or no-step entrance unless the proposed construction of a no-step entrance will require the installation of an elevator.



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New Construction Projects Only - Zoning and Land Use (Maximum Points – 5)

Applicants indicating they have the proper zoning and proper land use designation will be given the maximum number of points.

Zoning and Land Use	Points Available
Proper Land Use Designation	Projects not in the proper Lee Plan land use classification will be disqualified.
Proper Zoning Designation	5

20. New Construction Projects Only – Site Suitability (Maximum Points – 5)

A site that is buildable according to local government regulations and is in the proximity of urban amenities will receive the maximum number of points.

Please check the appropriate item to the best of your knowledge as it applies to your project.

a) Property is located:	YES	NO
1) On a historic or archaeological site		
2) Within the 100-500 year floodplain		
3) In a wetlands area		
4) In a coastal high hazard area (Storm Surge Risk Category ____)		
5) Within half a mile of any airfield		
6) Near storage or manufacturing facilities of industrial products		
7) On or near soil contaminated by diesel fuel or gasoline		

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b) Will this proposed project impact the environment in any negative way as a hazard or nuisance?
_____ Yes _____ No If you answered yes, please explain.

c) Are there any endangered or threatened animal or plant species located on site?
_____ Yes _____ No If yes, describe the potential impact on the endangered or threatened species and the anticipated remedial actions required.

d) Do you know if any other environmental impediments to the successful completion of your project? Has a Phase I Environmental Survey been completed for this Site?
_____ Yes _____ No If you answered yes to the first question please explain.

e) Strap Number(s): _____

f) General Location [road(s) fronted upon, closest intersection]: _____

g) Land Use Map Classification Per Lee Plan: _____

h) Current Zoning: _____

i) Current Density: _____

j) Any Special Zoning or Development Code Conditions Yes _____ No _____, If yes, please explain:

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k) Do you have site control? Yes ____ No ____
l) Adjacent to Public Streets: Yes ____ No ____ Condition of Streets _____

m) Water and Sewer Provider:

1) Central Water and Sewer Provider:

2) Well and Septic: Other:

n) Are there any outstanding assessments, liens or other clouds on the title? _____

o) For new construction of affordable housing subdivisions only:

Gross acres: _____ Net acres available for development: _____

Describe the property. Provide applicable information in the blank below; attach and label continuation sheet if needed.

Financial Feasibility

All Projects - Project Budget to Include Sources and Uses of Funds (Maximum Points – 15)

In order to receive the maximum number of points, the applicant's budget must be clear, add up correctly, demonstrate that the project is financially feasible, and include all sources and uses to be used to implement the project for which funds are being requested. There must be documentation of all sources of funds such as a letter of commitment from funding sources or a statement of intent to apply for specific sums from identified funding sources at specified times.

Sources of Funds

Construction Financing:

Source of funding i.e. Financial Institutions and amount of funding per source:

Permanent Financing:

Source of funding i.e. Financial Institutions and amount of funding per source:

Uses of Funds

(Examples include construction, site prep., engineering, permits etc.)

All Projects - Due Diligence in Cost Estimates (Maximum Points – 15)

In order to receive the maximum number of points, the applicant must attach cost estimates for all applicable project components. No points will be awarded if cost estimates are “lump sum” or turnkey; these are not acceptable. Project components may include the following:

LEE COUNTY SHIP 2016/2017 Funding Cycle

DUE DILIGENCE IN COST ESTIMATES			
		Cost Per Unit	Total Project Cost
1. Construction/building costs	Site preparation		
	Fill		
	Demolition		
	Off-site (explain)		
	New Units (detail)		
	Rehab of existing (detail)		
	Accessory buildings		
	Recreational areas		
	Common areas		
	Other (explain/detail)		
	Sub-Total		
2. Contractor costs	Building contractor costs (explain/detail)		
	Builder's Risk Insurance		
	Indemnity and Surety Bonds		
	Other (explain/detail)		
	Sub-Total		
3. General development costs	Attorneys/Legal Fees		
	Accounting Fees		
	Appraisal		
	Architect's Fees -- Design		
	Architect's Fees -- Supervision		
	Building Permit(s)		
	Brokerage Fees (Land and Buildings)		
	Closing Costs – Construction Loan		
	Closing Costs – Permanent Loan		
	Engineering Fees		
	Environmental Report(s)		
	Environmental Mitigation (Gopher Tortoise Relocation etc.)		
	Expenses in conjunction with initial occupancy		
	Impact Fees		
	Inspection Fees		
	Insurance Premiums		
	Landscaping		
	Market Study/Marketing/Advertising		
	Off site improvements (roads etc.)		
	Plans		
	Property Taxes		
	Soil Test Report		
	Survey(s)		
	Taxes and Assessment Costs		
	Title Insurance		
	Utilities (on site and off site including connection fees)		
	Other (explain/detail)		
	Sub-Total		

Due Diligence in Cost Estimates Table continues on next page

LEE COUNTY SHIP 2016/2017 Funding Cycle

DUE DILIGENCE IN COST ESTIMATES Continued			
		Cost Per Unit	Total Project Cost
4. Financial Costs	Bridge Loan Costs (interest, origination fee)		
	Construction Loan Costs (interest, origination fee)		
	Contingency Reserves		
	Financing (misc.)		
	Permanent Loan Costs (interest, origination fee)		
	Reserves required by lender		
	Trustee fees and expenses, depositories, and agent's fees for bonds		
	Working Capital		
	Other (detail/explain)		
		Sub-Total	
5. Developer Fees	Developers Administrative Overhead		
	Developer Fee (detail/explain)		
	Other (detail/explain)		
		Sub-Total	
6. Acquisition Costs	Cost of acquiring land		
	Existing Building		
	Payment for options, deposits, or contracts		
	Other (detail/explain)		
	Sub-Total		
	Grand Total		

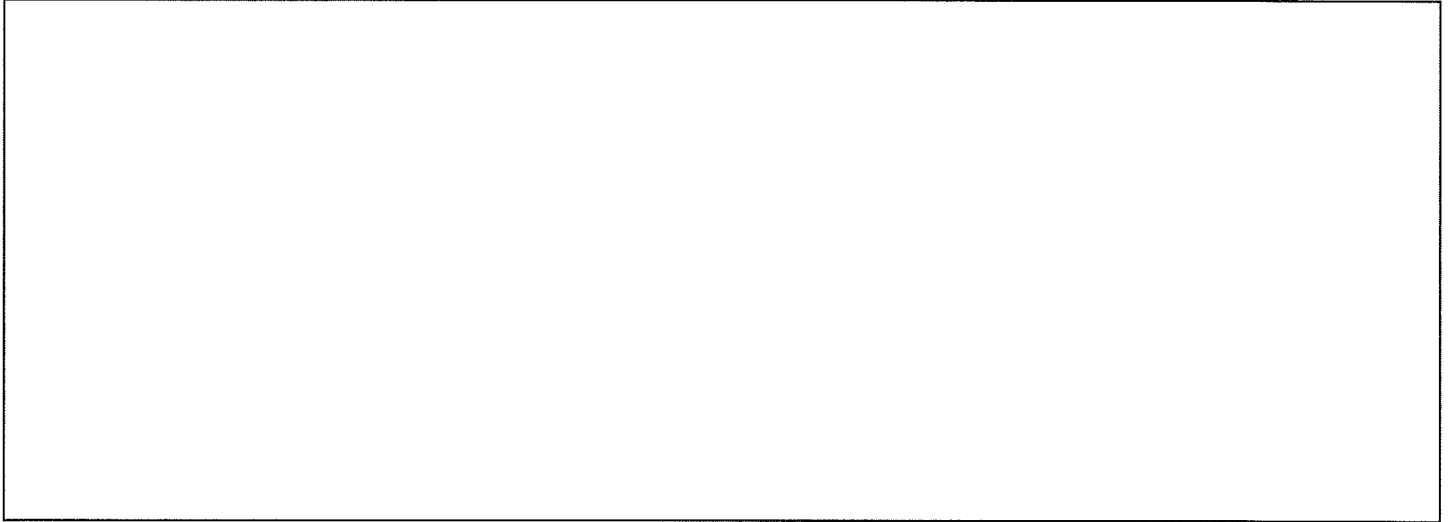
All Projects - Findings and Prior Contract Compliance (Maximum Points – 5)

In order to receive the maximum points, an applicant must not have had any findings during Lee County's SHIP Program Monitoring or the monitoring visits by the auditors' from the Florida Housing Finance Corporation, a clean audit report, and completion of previous projects funded by prescribed deadlines. New organizations that do not have an audit will receive no points.

Points will be subtracted for each finding from the overall number of points an applicant receives. This functions as a penalty to the applicant. The more findings; the more points subtracted.

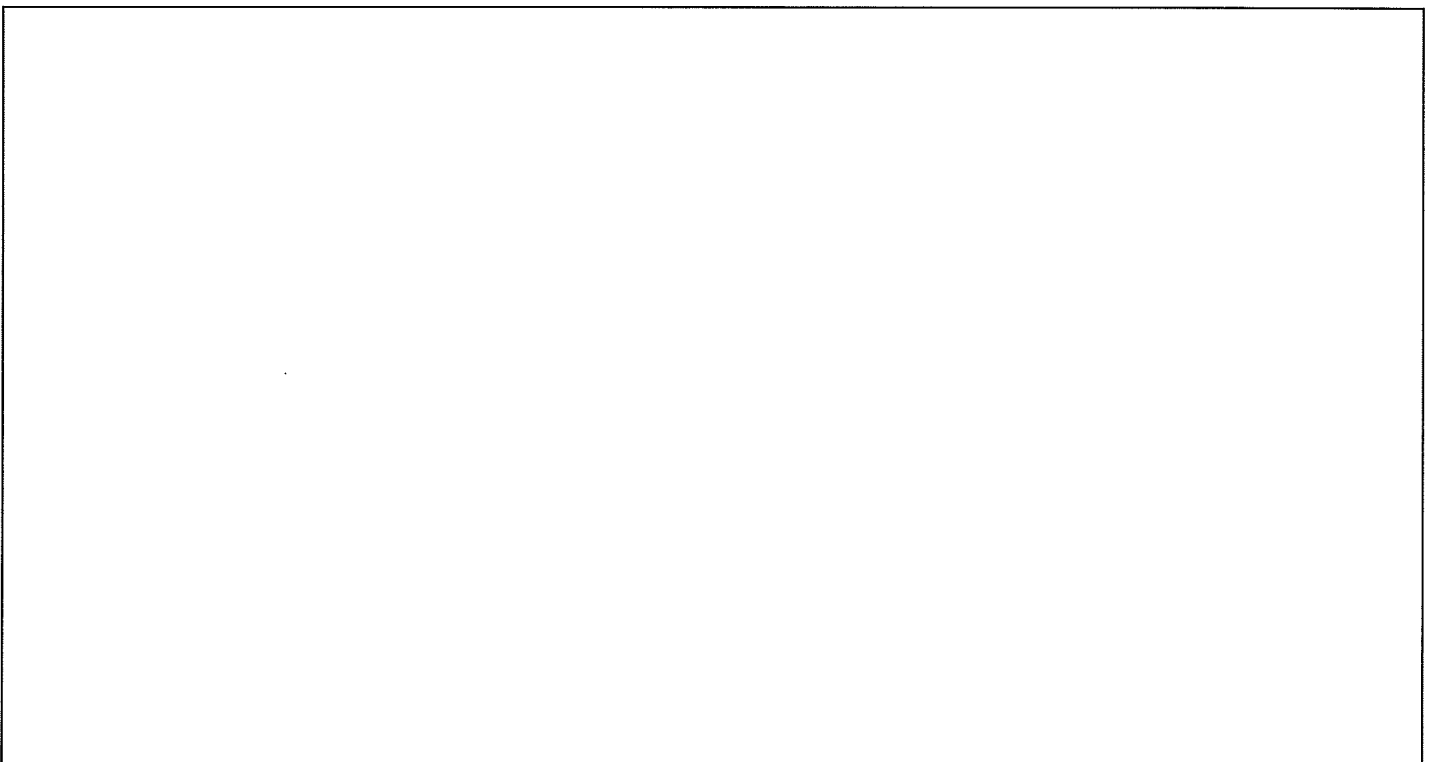
All Projects - Independent Audit Report (Maximum Points – 5)

In order to receive 5 points, the applicant who has received prior SHIP, CDBG, or HOME funds must provide an audit that does not include any material weaknesses for the prior year. Applicants who have not been audited will not receive any points nor have any points subtracted



All Projects - Financial Resources in Place – Adequate Cash Available for Project to be Implemented (Maximum Points – 5)

In order to be eligible to receive the maximum number of points, the applicant must document that it has adequate cash available for the project to be implemented. There must be documentation of all sources of funds such as a letter of commitment from funding sources or a statement of intent to apply for specific sums from identified funding sources at specified times and financial statements that illustrate adequate cash available.



All Projects - Funds Leveraged/Funds Requested for the Proposed Project (Maximum Points – 10)

Leverage/Request	Points Available
More than 1 to 1	10
1 to 1	8
.75 - .99 to 1	6
.50 - .74 to 1	4
.25 - .49 to 1	2
Less than .25	0

All Projects - Developer Fee or Developer/Builder Fee Appropriate for Work (Maximum Points – 5)

The developer's fee is the fee that the applicant charges to develop (plan and manage the project exclusive of builders costs). For new construction, in no case can the developer's fee exceed 10% of the project cost. For rehabilitation, in no case can the developer's fee exceed 10% of the total development cost of the project. The developer/builder's fee that an applicant may charge if acting as both the project developer (planning and managing the project) and the builder of the units to include site preparation cannot exceed 16% of project cost. The applicant that meets the above threshold and charges the least amount for the above fees will receive 5 points. The remaining applications will receive a prorated number of points depending on where they rank in comparison to developer fee or developer/builder fee charged by other applicants.

Bonus Points

Welfare Transition Participation (Maximum Points – 5)

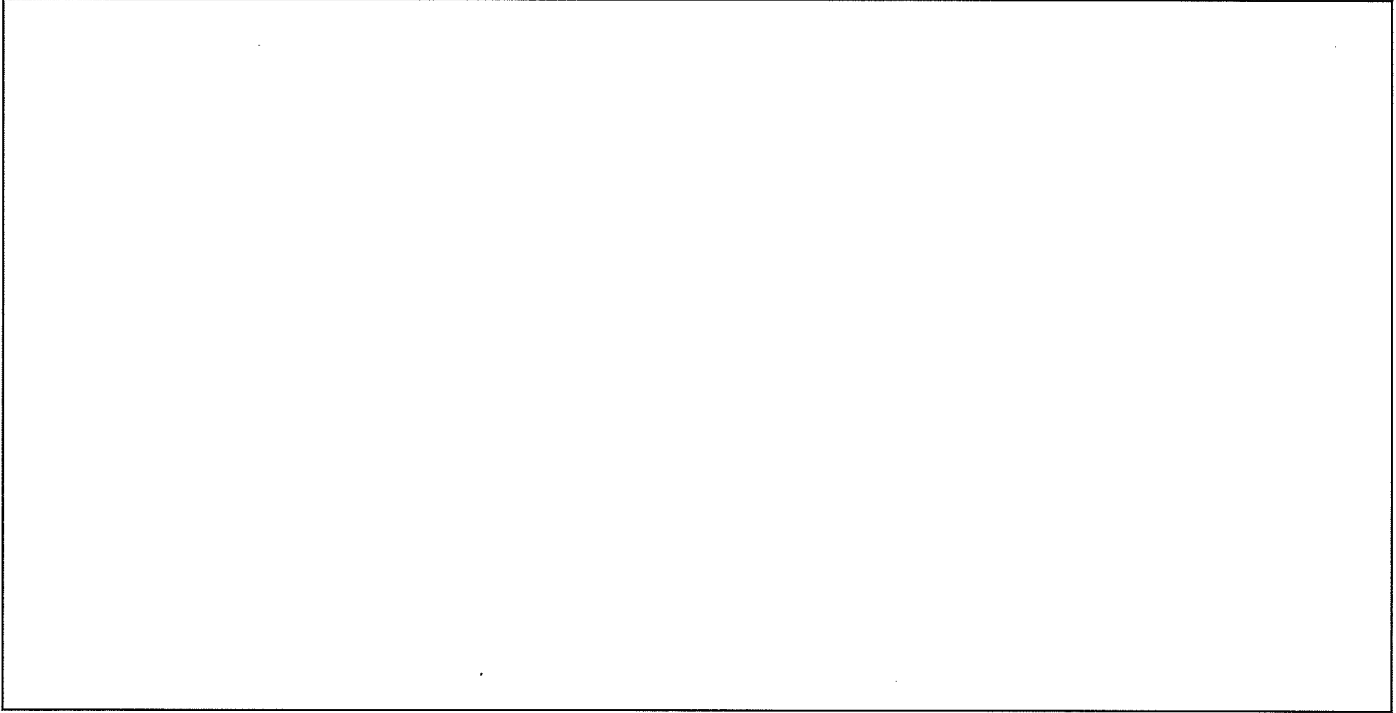
In order to receive 3 bonus points for this item, an applicant must provide documentation that it employs at least one full-time equivalent (35 to 40 hours) employee(s) that is a State of Florida Welfare Transition program graduate. An applicant will receive 2 bonus points if it provides documentation that it employs one part-time employee who is a graduate of the Welfare Transition program. The part-time employee must work at least 20 hours per week.

Very Low and Low Income Benefit (Maximum Points – 8)

These points will only be given to those applicants who demonstrate that a proposed project will exceed the SHIP guidelines of benefiting either a minimum of 30% very low and 30% low income or a minimum of 60% very-low income households. While stating that there will be outreach to very-low and low income households is desirable; outreach alone will not demonstrate or guarantee benefit to very-low and low income households, so no bonus points will be awarded for outreach.

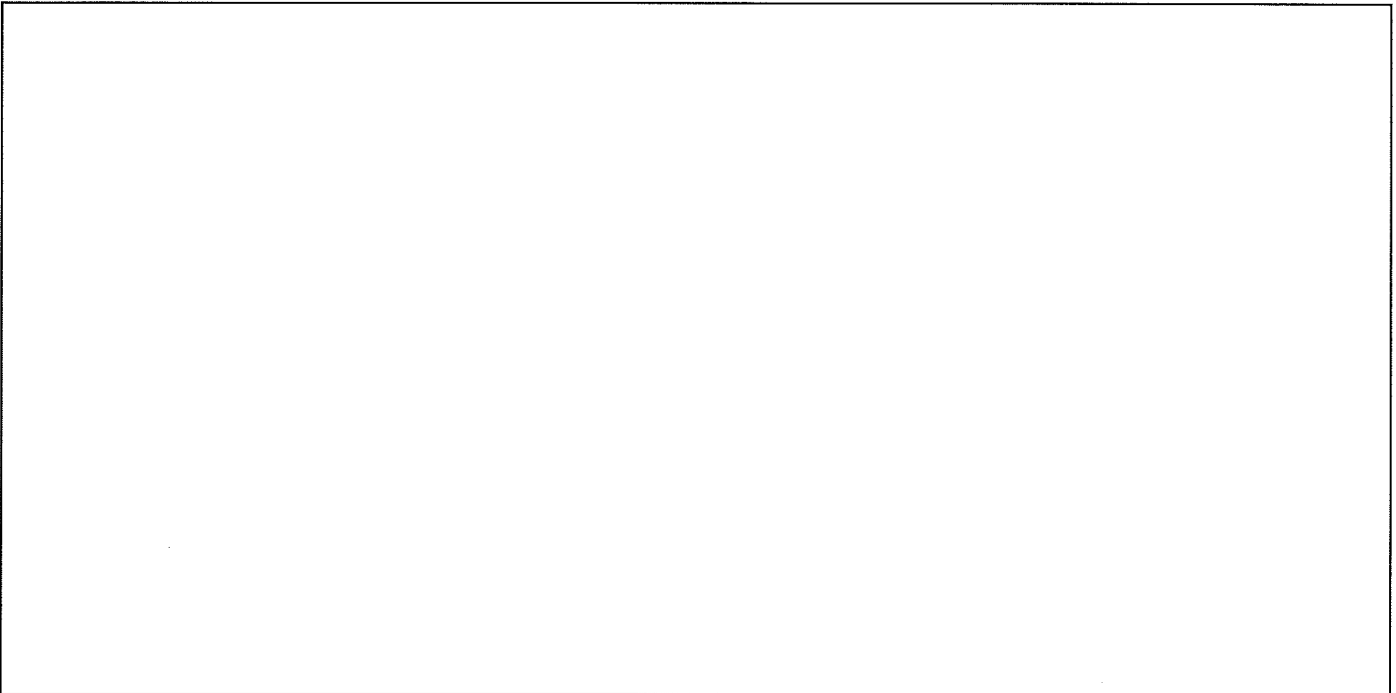
Low Income Benefit (Maximum Points – 6)

These points will only be given to those applicants who demonstrate that a proposed project will benefit over 70% low-income households. While stating that there will be outreach to low income households is desirable; outreach alone will not demonstrate or guarantee benefit to low income households, so no bonus points will be awarded for outreach.



Ongoing Affordability (Maximum Points – 20)

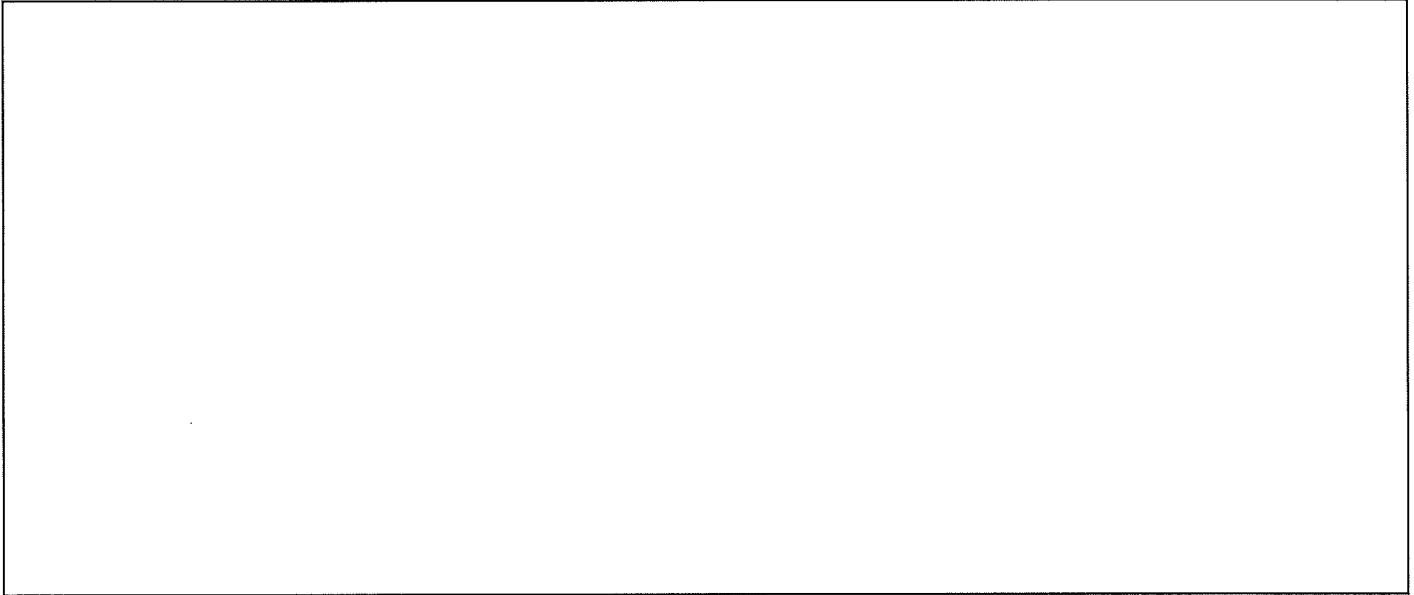
Projects must guarantee ongoing affordability of each unit and have a mechanism to monitor and implement ongoing affordability of the units.



LEE COUNTY SHIP 2016/2017 Funding Cycle

Essential Services Personnel (Maximum Points – 8)

Preference will be given to essential services personnel households – these are defined as households that include at least one person employed as: a teacher or educator; other school district, community college, and university employee; police or fire personnel; healthcare personnel; or, skilled building trades personnel.



LEE COUNTY SHIP 2016/2017 Funding Cycle

Assistance for Special Needs Populations (Maximum Points – 5)

Lee County will use at least 20% of the allocation of SHIP funds for fiscal year 2016-2017 for special needs households as defined in 420.0004 (13)*, The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership

These points will only be given to those applicants who specifically demonstrate how a proposed project will serve special needs populations. While stating that there will be outreach to special needs populations is desirable, no bonus points will be awarded for outreach. The applicant must identify specifically how the special needs population will be served. Include attachments as needed.

Definition:

***393.063 (9), F.S. “Developmental disability” means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.*

** 420.0004 (13), F.S. “Person with special needs” means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans’ disability benefits.*

420.0004 (7)F.S.- “Disabling condition” means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:

- (a)Expected to be of long-continued and indefinite duration; and*
- (b)Not expected to impair the ability of the person with special needs to live independently with appropriate supports.*

Special Needs Units	Points Available
100%	5

Location (Maximum Points – 5)

Rehabilitation for homeownership in unincorporated Lee County or in the cities of Bonita Springs, Fort Myers Beach, or Sanibel (i.e. outside the city limits of Cape Coral and Fort Myers (SHIP Entitlement cities)) will be awarded bonus points. Special Needs Housing projects will receive the 5 bonus points regardless of location.

Special Circumstances Justification (Maximum Points – 20)

There is a need for all types of affordable housing throughout Lee County. However, it is also recognized that special circumstances will make the implementation of a particular project urgent. In that instance, these bonus points will be awarded. *Note: The intent is to award these points rarely and on a case by case basis.* Projects will be evaluated in terms of the documentation and justification for the need for the project. The applicant should explain and document the need for the project, including any special circumstances in the program narrative.

Innovative Approach (Maximum Points – 5)

Applicants will be awarded maximum points for an innovative approach to project design and implementation. An innovative approach is defined as one that has not been used previously for affordable housing in this area and could be a model for other agencies.

Universal Design (UD) Maximum Points – 20)

Five points up to a maximum of 20 points will be awarded for each element of Universal Design beyond the minimum required by the Lee County SHIP program. Universal Design is the principle of design for home environments and products so as to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. Provide applicable information in the blank below; attach and label continuation sheet if needed.

Examples of Universal Design elements include but are not limited to:

- Reinforcement in first floor bathroom walls around the toilet and bathtub/shower for installing grab bars
- Light switches, thermostats and electrical panels no higher than 48 inches above the floor and electrical outlets at least 15 inches above the floor.
- Levered faucets and door handles eliminate the need for painful twisting; electric rocker switches, rather than conventional switches, are easily turned on and off.

There are many sources of information on Universal Design. A suggested source is the Center for Universal Design, North Carolina State University, http://www.ncsu.edu/ncsu/design/cud/about_ud/udprinciples.htm

Units Incorporating Elements Of Universal Design	Points Available
100%	5
75%	4
50%	3
25%	2
10%	1

Health or Welfare Emergency (Maximum 25 points)

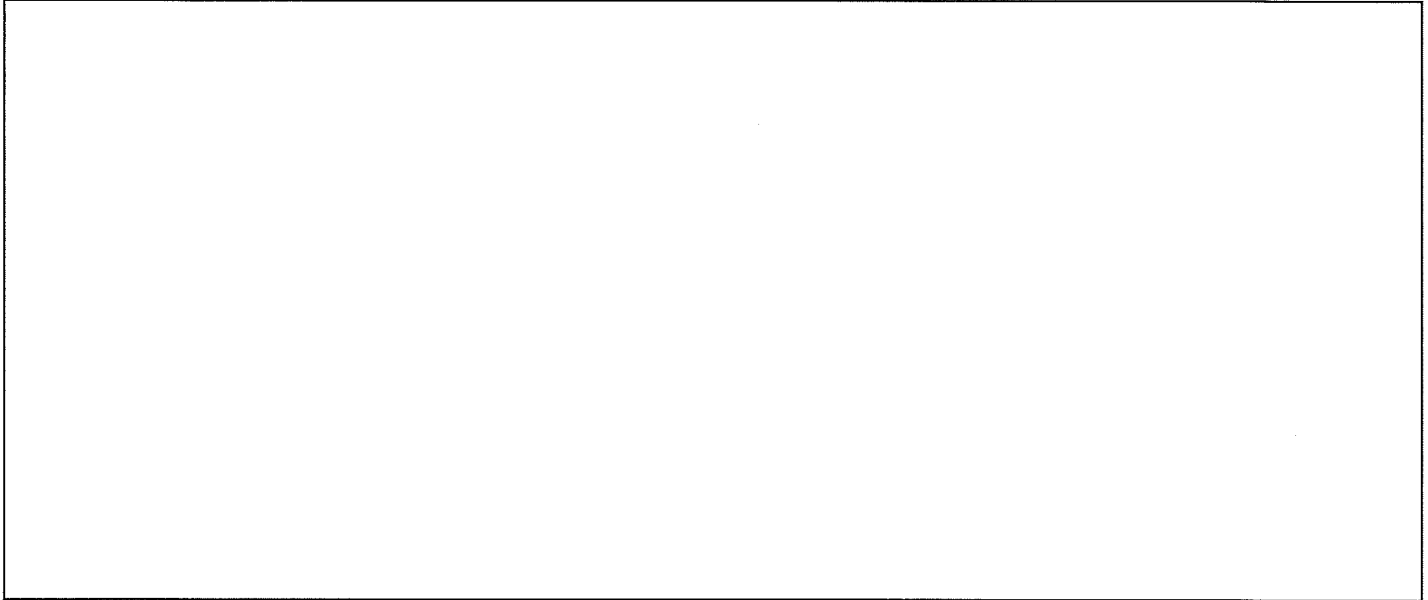
The intent is to award these points rarely. In order to obtain the points the applicant must adequately describe the project and provide background information justifying the urgency of a particular project in terms of health and welfare. Since there is a shortage of all kinds of affordable housing, merely describing a particular housing crisis will not earn the applicant points. To earn these points, the applicant must provide information about a health or welfare situation that a particular project will rectify. The applicant must show that this is an unusual or emergency situation, which is time sensitive and must describe the consequences of postponing the funding.

Energy Efficiency (Maximum Points – 20)

Five points up to a maximum of 20 points will be awarded for each energy saving feature.

Improved Construction Techniques (Maximum Points – 20)

Five points up to a maximum of 20 points will be awarded for incorporation of storm resistant construction, energy efficient features, green building and innovative design techniques into construction and rehabilitation projects for ongoing sustainability and affordability (especially as related to maintenance, utilities and insurance). Green building initiatives include but are not limited to the areas of heating, cooling, water heating, insulation, windows and appliances.



LEE COUNTY SHIP 2016/2017 Funding Cycle

MEASURES AND POINTS FOR HOMEOWNERSHIP STRATEGIES

MEASURES	Maximum Points Available			
	New Const & Purchase Assist w/out Rehab	Purchase Assist w/Rehab	Rehab	Foreclosure Prevention
Overall Capacity of the Organization, Including Management System, for Effective and Efficient Production as Well as Cost and Quality Control				
Staffing	5	5	5	5
Operations Procedures	5	5	5	5
Staff Experience	5	5	5	5
Board Experience	5	5	5	5
Homeowner Counseling and Training	5	5	N/A	5
Section Sub-Total	25	25	20	25
Development Feasibility – Ability to Proceed in a Timely Fashion and Attain Clear, Achievable Objectives				
Measurable Objectives are Clearly Stated	5	5	5	5
Project Readiness and Can Be Accomplished in a Timely Fashion	5	5	5	5
Site Control	5	N/A	N/A	N/A
Engineering and Architectural Drawings for New Construction or Detailed Description of Proposed Work to be Done for Rehabilitation	5	5	5	N/A
Minimum Accessibility Design	5	5	5	N/A
Zoning and Land Use	5	N/A	N/A	N/A
Site Suitability	5	N/A	N/A	N/A
Section Sub-Total	35	20	20	10
Financial Feasibility				
Project Budget to Include Sources and Uses of Funds	15	15	15	15
Due Diligence in Cost Estimates	15	15	15	15
Findings and Prior Contract Compliance	5	5	5	5
Independent Audit Report	5	5	5	5
Financial Resources in Place – Adequate Cash Available for Project to be Implemented	5	5	5	5
SHIP Funds Leveraged/Matched for the Proposed Project	10	10	10	N/A
Developer Fee or Developer/Builder Fee Appropriate for Work	5	5	5	5
Section Sub-Total	60	60	60	50
Sub-Total Points	120	105	100	85

Continues next page

LEE COUNTY SHIP 2016/2017 Funding Cycle

Bonus Points

MEASURES	Maximum Points Available			
	New Const & Purchase Assist w/out Rehab	Purchase Assist w/Rehab	Rehab	Foreclosure Prevention
Welfare Transition Participation	5	5	5	5
Very Low and Low Income Benefit	8	8	8	8
Low Income Benefit	6	6	6	6
Ongoing Affordability	20	20	20	20
Essential Services Personnel	8	8	8	8
Assistance for Special Needs Populations	5	5	5	5
Location	5	5	5	5
Special Circumstances Justification	20	20	20	20
Innovative Approach	5	5	5	5
Universal Design	20	20	20	20
Health or Welfare Emergency	25	25	25	25
Energy Efficiency	20	20	20	20
Improved Construction Techniques	20	20	20	N/A
Section Sub-Total	*	*	*	*
TOTAL POINTS	*	*	*	*

* Bonus Points are not “summed up” because no one project can receive all bonus points as some measures for bonus points are mutually exclusive.

LEE COUNTY SHIP 2016/2017 Funding Cycle

MEASURES AND POINTS FOR HOME BUYER COUNSELING

MEASURES	Maximum Points Available
Overall Capacity of the Organization, Including Management System, for Effective and Efficient Production as Well as Cost and Quality Control	Home Buyer Counseling
Staffing	5
Operations Procedures	5
Staff Experience	5
Board Experience	5
Homeowner Counseling and Training	5
Section Sub-Total	25
Development Feasibility – Ability to Proceed in a Timely Fashion and Attain Clear, Achievable Objectives	Home Buyer Counseling
Measurable Objectives are Clearly Stated	5
Project Readiness and Can Be Accomplished in a Timely Fashion	5
Section Sub-Total	10
Financial Feasibility	Home Buyer Counseling
Project Budget to Include Sources and Uses of Funds	15
Due Diligence in Cost Estimates	15
Findings and Prior Contract Compliance	5
Independent Audit Report	5
Financial Resources in Place – Adequate Cash Available for Project to be Implemented	5
Developer Fee or Developer/Builder Fee Appropriate for Work	5
Section Sub-Total	50
Sub-Total Points	85

Bonus Points*

MEASURES	Maximum Points Available
Bonus Points	Home Buyer Counseling
Welfare Transition Participation	5
Very Low and Low Income Benefit	8
Low Income Benefit	6
Assistance for Special Needs Populations	5
Innovative Approach	5
Health or Welfare Emergency	25
Section Sub-Total	*
TOTAL POINTS	*

* Bonus Points are not “summed up” because no one project can receive all bonus points as some measures for bonus points are mutually exclusive.

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
AFFORDABLE HOUSING GRANT APPLICATION**

APPLICATIONS ARE DUE 4:00 P.M. SEPTEMBER 30, 2016

**RENTAL/
GENERAL/SPECIAL NEEDS**

**PREPARE A SEPARATE APPLICATION FOR EACH
STRATEGY AND FUNDING YEAR**

PREPARE A SEPARATE APPLICATION FOR EACH STRATEGY

Please check the appropriate strategy:

_____ Construction or Rehabilitation for General Rental

_____ Construction or Rehabilitation for Special Needs Rental

Special Needs Households: * 420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

**393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

HUD Released 3/28/2016 - FHFC posted 3/31/2016

Rental Strategies

2016 Income Limits Adjusted for Household Size								
% of Yearly Median Income	Number of Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low Income - 30% or below Maximum Household Income	\$11,880	\$16,020	\$20,160	\$24,300	\$28,440	\$32,580	\$35,000	\$37,250
Very Low Income - 50% or below Maximum Household Income	\$19,750	\$22,600	\$25,400	\$28,200	\$30,500	\$32,750	\$35,000	\$37,250
Low Income - 80% or below Maximum Household Income	\$31,600	\$36,100	\$40,600	\$45,100	\$48,750	\$52,350	\$55,950	\$59,550
Moderate Income - 120% or below Maximum Household Income	\$47,400	\$54,240	\$60,960	\$67,680	\$73,200	\$78,600	\$84,000	\$89,400

MSA: Cape Coral-Fort Myers (Lee County)

FY 2016 Yearly median income for a household with four persons: \$56,400

2016 Rent Limits per Number of Bedrooms in a Unit						
% of Yearly Median Income	Number of Bedrooms in Unit					
	0*	1	2	3	4	5
Extremely Low Income - 30% or below Maximum Monthly Rent	\$297	\$348	\$504	\$659	\$814	\$903
Very Low Income - 50% or below Maximum Monthly Payment	\$493	\$529	\$635	\$733	\$818	\$903
Low Income - 80% or below Maximum Monthly Rent	\$790	\$846	\$1,015	\$1,173	\$1,308	\$1,443
Moderate Income - 120% or below Maximum Monthly Rent	\$1,185	\$1,270	\$1,524	\$1,761	\$1,965	\$2,167

MSA: Cape Coral-Fort Myers (Lee County)

* Efficiencies include 0 bedroom units

Part I Applicant Information

1. **Project Name:** _____
2. **Applicant Information:**
 - a) **Applicant's Name (Local Government or Non-Profit Organization):** _____

 - b) **FEIN #:** _____
 - c) **Applicant's Address:** _____
 - d) **Applicant's Phone Number:** _____ **Fax:** _____
 - e) **Contact Person Name:** _____
Address: _____
Phone #: _____ **Fax#:** _____ **E-mail:** _____
3. **Project Partner Information (If Applicable):**
 - a) **Name of Project Partner Organization:** _____
 - b) **FEIN #:** _____ **For-profit** _____ **Non-profit** _____
 - c) **Project Partner Address:** _____
 - d) **Project Partner Phone Number:** _____ **FAX:** _____
 - e) **Contact Person Name:** _____
Address: _____
Phone #: _____ **Fax#:** _____ **E-mail:** _____
4. **Authorization** *(Please provide Name and Title of duly authorized representative):*
 - a) **Name:** _____
 - b) **Title:** _____
 - c) **Street Address:** _____
 - d) **Mailing Address:** _____
 - e) **Telephone Number:** _____
 - f) **Fax Number:** _____
 - g) **E-Mail:** _____
 - h) **Signature:** _____
 - i) **Date:** _____

Part II Project Information

5. **Amount of Funds Requested:** \$ _____ **Total Project Cost:** \$ _____

6. **Proposed Project Narrative:** *This is a description of the proposed project. Indicate how you intend to use the SHIP funds requested and describe each of the major work items involved. (Include an explanation of why SHIP funds are needed. Please add additional pages as needed.)*

7. **Attachments**

LEE COUNTY SHIP 2016/2017 Funding Cycle

- ___ Non-profit Charter or similar document from the State of Florida.
- ___ I.R.S. letter recognizing organization as a non-profit organization (i.e. – 501. c.3).
- ___ Existing non-profits that have been in existence long enough to file federal taxes must include a copy of the latest federal tax return (IRS Form 990).
- ___ Copy of most recent audit and current financial statements
- ___ List of Board of Directors
- ___ List of staff and qualifications
- ___ Proof of leveraged funds and applicant's contribution to project
- ___ Agency operational procedures or strategic plan
- ___ Project Budget
- ___ Chart of sources and uses of project funds
- ___ Continuation Sheets – Please label continuation sheets so it is clear what application item number is being addressed in the continuation sheet.

Overall Capacity of the Organization, Including Management System, for Effective and Efficient Production as Well as Cost and Quality Control

All projects - Staffing (Maximum Points – 5)

An applicant may be eligible for the maximum number of points if it can demonstrate in its narrative that it has adequate and available staff to commence and complete the project in an effective and efficient manner.

All projects - Operations Procedures (Maximum Points – 5)

In order to receive the maximum number of points, the applicant must provide its Board of Directors' approved Operations Procedures Manual. The applicant may receive some points if it provides draft Operations Procedures.

LEE COUNTY SHIP 2016/2017 Funding Cycle

All projects - Staff Experience (Maximum Points – 5)

The experience of the applicant will be evaluated to include the applicant’s length of time in business and experience in undertaking projects of a similar complexity as the one for which the funds are being requested.

Years of Similar Project Experience	Points Available
5 years or more	5
3 to 5 years	3
1 to 3 years	2
Less than 1 year	1
No experience	0

All projects - Board Experience (Maximum Points – 5)

The experience of the board will be evaluated to include the board’s experience and/or expertise in undertaking projects of a similar complexity as the one for which the funds are being requested.

Years of Similar Project Experience	Points Available
5 years or more	5
3 to 5 years	3
1 to 3 years	2
Less than 1 year	1
No experience	0

All projects - Rental Property Management and Operations Experience and Approach (Maximum Points – 5)

The applicant must document how it will operate and manage the project. In order to receive the maximum number of points, the applicant must provide a copy of its rental property management procedures, state who will be providing the management, how much experience they have in rental property management, and that adequate management staff will be available.

Property Management Experience	Points Available
5 years or more	5
3 to 5 years	3
1 to 3 years	2
Less than 1 year	1
No experience	0

Development Feasibility – Ability to Proceed in a Timely Fashion and Attain Clear, Achievable Objectives

All projects - Measurable Objectives are Clearly Stated (Maximum Points – 5)

The applicant clearly describes the project and states the type of unit, number of bedrooms, and the number of housing units to be provided as well as number of intended beneficiaries and their income categories.

LEE COUNTY SHIP 2016/2017 Funding Cycle

Number and Type of Housing Proposed (please fill in the number of dwelling units proposed):

Number of Units	Type of Housing
	Single Family (detached)
	Duplex
	Townhouses
	Multi-family Units
	Other (specify type _____)

- a) Total number of dwelling units proposed: _____
- b) The number of proposed units by bedroom size distribution (for new construction only):
 _____ 1 BD, _____ 2 BD, _____ 3 BD, _____ 4+ BD, _____ Efficiency
- c) Proposed rental price:
 _____ 1 BD, _____ 2 BD, _____ 3 BD, _____ 4+ BD
- d) Total number of dwelling units designated to be affordable for:
 extremely-low income ____ very low income ____ low-income ____ moderate-income ____
 essential services personnel _____
- e) f) Total number of dwelling units designated for the elderly: _____
- f) Total Number of dwelling units designated for farm workers: _____
- g) Total Number of dwelling units designated for other Special Needs Populations: _____
** 420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.*
***393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.*
- h) Project Location (street address and STRAP # if known, otherwise indicate if site is non-specific): _____

LEE COUNTY SHIP 2016/2017 Funding Cycle

- 1) Located in unincorporated Lee County _____
- 2) Located in Bonita Springs _____
- 3) Located in Cape Coral _____
- 4) Located in Fort Myers _____
- 5) Located in Fort Myers Beach _____
- 6) Located in Sanibel _____

All projects - Project Readiness and Can Be Accomplished in a Timely Fashion (Maximum Points – 5)

Points will be awarded based on the project commencement and completion dates listed in the application. Project commencement will start after the grant award is fully executed.

Project Readiness	Points Available
Ready to start immediately	5
Start within 3 to 4 months	3
Start within 5 to 6 months	2
Start more than 6 months out	1

Anticipated Project Commencement Date: _____

Anticipated Project Completion Date: _____

All projects - Site Control (Maximum Points – 5)

The applicant or the general partner must demonstrate site control. Site control can be in the form of a contract for purchase and sale, an option, or a warrantee deed. The applicant must provide proof of ownership or an option for a time frame long enough to assure project completion.

LEE COUNTY SHIP 2016/2017 Funding Cycle

Rehabilitation Projects -(Maximum Points – 5) For rehabilitation projects the applicant must provide an accurate and detailed description of the proposed work to be done. The applicant must provide architectural drawings only if the rehabilitation project is of a type and magnitude that require them.

All projects - Site Suitability (Maximum Points – 5)

A site that is buildable according to local government regulations and is in the proximity of urban amenities will receive the maximum number of points.

Please check the appropriate item to the best of your knowledge as it applies to your project.

a) Property is located:	YES	NO
1) On a historic or archaeological site	<input type="checkbox"/>	<input type="checkbox"/>
2) Within the 100-500 year floodplain	<input type="checkbox"/>	<input type="checkbox"/>
3) In a wetlands area	<input type="checkbox"/>	<input type="checkbox"/>
4) In a coastal high hazard area (Storm Surge Risk Category ____)	<input type="checkbox"/>	<input type="checkbox"/>
5) Within half a mile of any airfield	<input type="checkbox"/>	<input type="checkbox"/>
6) Near storage or manufacturing facilities of industrial products	<input type="checkbox"/>	<input type="checkbox"/>
7) On or near soil contaminated by diesel fuel or gasoline	<input type="checkbox"/>	<input type="checkbox"/>

b) Will this proposed project impact the environment in any negative way as a hazard or nuisance?

_____ Yes _____ No If you answered yes, please explain.

LEE COUNTY SHIP 2016/2017 Funding Cycle

c) Are there any endangered or threatened animal or plant species located on site?
_____ Yes _____ No If yes, describe the potential impact on the endangered or threatened species and the anticipated remedial actions required.

d) Do you know if any other environmental impediments to the successful completion of your project? Has a Phase I Environmental Survey been completed for this Site?
_____ Yes _____ No If you answered yes to the first question please explain.

e) Strap Number(s): _____

f) General Location [road(s) fronted upon, closest intersection]: _____

g) Land Use Map Classification Per Lee Plan: _____

h) Current Zoning: _____

i) Current Density: _____

j) Any Special Zoning or Development Code Conditions Yes _____ No _____, If yes, please explain:

k) Do you have site control? Yes _____ No _____

l) Adjacent to Public Streets: Yes _____ No _____ Condition of Streets _____

m) Water and Sewer Provider:

a. Central Water and Sewer Provider: _____

b. Well and Septic: Other: _____

n) Are there any outstanding assessments, liens or other clouds on the title? _____

All projects - Project Budget to Include Sources and Uses of Funds (Maximum Points – 15)

In order to receive the maximum number of points, the applicant’s budget must be clear, add up correctly, demonstrate that the project is financially feasible, and include all sources and uses to be used to implement the project for which funds are being requested. There must be documentation of all sources of funds such as a letter of commitment from funding sources or a statement of intent to apply for specific sums from identified funding sources at specified times.

Sources of Funds

Construction Financing:

Source of funding i.e. Financial Institutions and amount of funding per source:

Permanent Financing:

Source of funding i.e. Financial Institutions and amount of funding per source

Uses of Funds

(Examples include construction, site prep., engineering, permits etc.)

All projects - Due Diligence in Cost Estimates (Maximum Points – 15)

In order to receive the maximum number of points, the applicant must attach cost estimates for all applicable project components. No points will be awarded if cost estimates are “lump sum” or turnkey; these are not *acceptable*. *Project components may include the following:*

LEE COUNTY SHIP 2016/2017 Funding Cycle

DUE DILIGENCE IN COST ESTIMATES

		Cost Per Unit	Total Project Cost
1. Construction/building costs	Site preparation		
	Fill		
	Demolition		
	Off-site (explain)		
	New Units (detail)		
	Rehab of existing (detail)		
	Accessory buildings		
	Recreational areas		
	Common areas		
	Other (explain/detail)		
	Sub-Total		
2. Contractor costs	Building contractor costs (explain/detail)		
	Builder's Risk Insurance		
	Indemnity and Surety Bonds		
	Other (explain/detail)		
	Sub-Total		
3. General development costs	Attorneys/Legal Fees		
	Accounting Fees		
	Appraisal		
	Architect's Fees -- Design		
	Architect's Fees -- Supervision		
	Building Permit(s)		
	Brokerage Fees (Land and Buildings)		
	Closing Costs -- Construction Loan		
	Closing Costs -- Permanent Loan		
	Engineering Fees		
	Environmental Report(s)		
	Environmental Mitigation (Gopher Tortoise Relocation etc.)		
	Expenses in conjunction with initial occupancy		
	Impact Fees		
	Inspection Fees		
	Insurance Premiums		
	Landscaping		
	Market Study/Marketing/Advertising		
	Off site improvements (roads etc.)		
	Plans		
	Property Taxes		
	Soil Test Report		
	Survey(s)		
	Taxes and Assessment Costs		
	Title Insurance		
	Utilities (on site and off site including connection fees)		
	Other (explain/detail)		
Sub-Total			

Due Diligence in Cost Estimates Table continues on next page

LEE COUNTY SHIP 2016/2017 Funding Cycle

DUE DILIGENCE IN COST ESTIMATES Continued			
		Cost Per Unit	Total Project Cost
4. Financial Costs	Bridge Loan Costs (interest, origination fee)		
	Construction Loan Costs (interest, origination fee)		
	Contingency Reserves		
	Financing (misc.)		
	Permanent Loan Costs (interest, origination fee)		
	Reserves required by lender		
	Trustee fees and expenses, depositories, and agent's fees for bonds		
	Working Capital		
	Other (detail/explain)		
	Sub-Total		
5. Developer Fees	Developers Administrative Overhead		
	Developer Fee (detail/explain)		
	Other (detail/explain)		
	Sub-Total		
6. Acquisition Costs	Cost of acquiring land		
	Existing Building		
	Payment for options, deposits, or contracts		
	Other (detail/explain)		
	Sub-Total		
Grand Total			

All projects - Findings and Prior Contract Compliance (Maximum Points – 5)

In order to receive the maximum points, an applicant must not have had any findings during Lee County's SHIP Program Monitoring or the monitoring visits by the auditors' from the Florida Housing Finance Corporation, a clean audit report, and completion of previous projects funded by prescribed deadlines. New organizations that do not have an audit will receive no points.

Points will be subtracted for each finding from the overall number of points an applicant receives. This functions as a penalty to the applicant. The more findings; the more points subtracted.

All projects - Independent Audit Report (Maximum Points – 5)

In order to receive 5 points, the applicant who has received prior SHIP, CDBG, or HOME funds must provide an audit by an independent auditor that does not include any material weaknesses for the prior year. Applicants who have not been audited will not receive any points or have points subtracted.

All projects - Financial Resources in Place – Adequate Cash Available for Project to be Implemented (Maximum Points – 5)

In order to be eligible to receive the maximum number of points, the applicant must document that it has adequate cash available for the project to be implemented. There must be documentation of all sources of funds such as a letter of commitment from funding sources or a statement of intent to apply for specific sums from identified funding sources at specified times and financial statements that illustrate adequate cash available.

LEE COUNTY SHIP 2016/2017 Funding Cycle

All projects - Funds Leveraged/Funds Requested for the Proposed Project (Maximum Points – 10)

Leverage/Request	Points Available
More than 1 to 1	10
1 to 1	8
.75 - .99 to 1	6
.50 - .74 to 1	4
.25 - .49 to 1	2
Less than .25	0

All projects - Developer Fee or Developer/Builder Fee Appropriate for Work (Maximum Points – 5)

The developer's fee is the fee that the applicant charges to develop (plan and manage the project exclusive of builders costs). For new construction, the developer's fee cannot exceed 10% of the project cost. For rehabilitation, the developer's fee cannot exceed 10% of the total development cost of the project. The developer/builder's fee that an applicant may charge if acting as both the project developer (planning and managing the project) and the builder of the units to include site preparation cannot exceed 16% of project cost. The applicant that meets the above threshold and charges the least amount for the above fees will receive 5 points. The remaining applications will receive a prorated number of points depending on where they rank in comparison to developer fee or developer/builder fee charged by other applicants.

Bonus Points

Welfare Transition Participation (Maximum Points – 5)

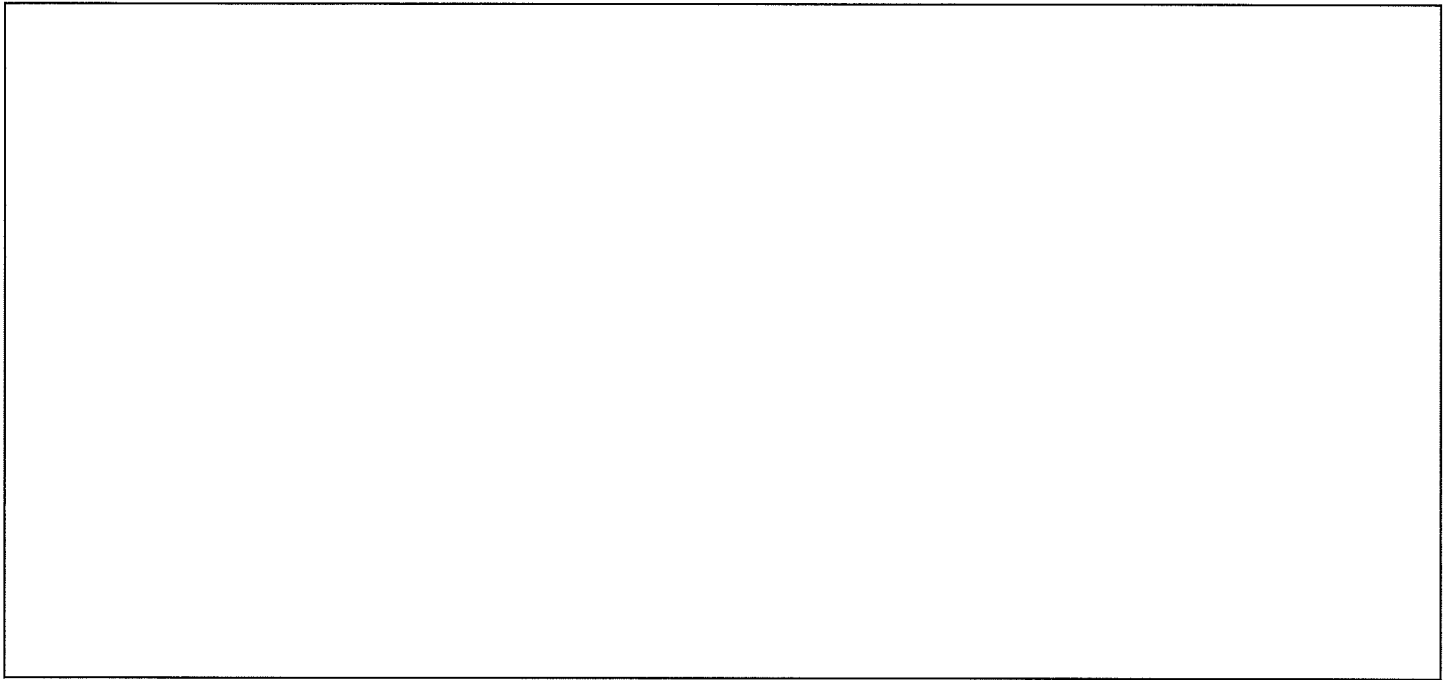
In order to receive 3 bonus points for this item, an applicant must provide documentation that it employs at least one full-time equivalent (35 to 40 hours) employee(s) that is a State of Florida Welfare Transition program graduate. An applicant will receive 2 bonus points if it provides documentation that it employs one part-time employee who is a graduate of the Welfare Transition program. The part-time employee must work at least 20 hours per week.

Very Low and Low Income Benefit (Maximum Points – 8)

These points will only be given to those applicants who demonstrate that a proposed project will exceed the SHIP guidelines of benefiting either a minimum of 30% very low and 30% low income or a minimum of 60% very-low income households. While stating that there will be outreach to very-low and low income households is desirable; outreach alone will not demonstrate or guarantee benefit to very-low and low income households, so no bonus points will be awarded for outreach.

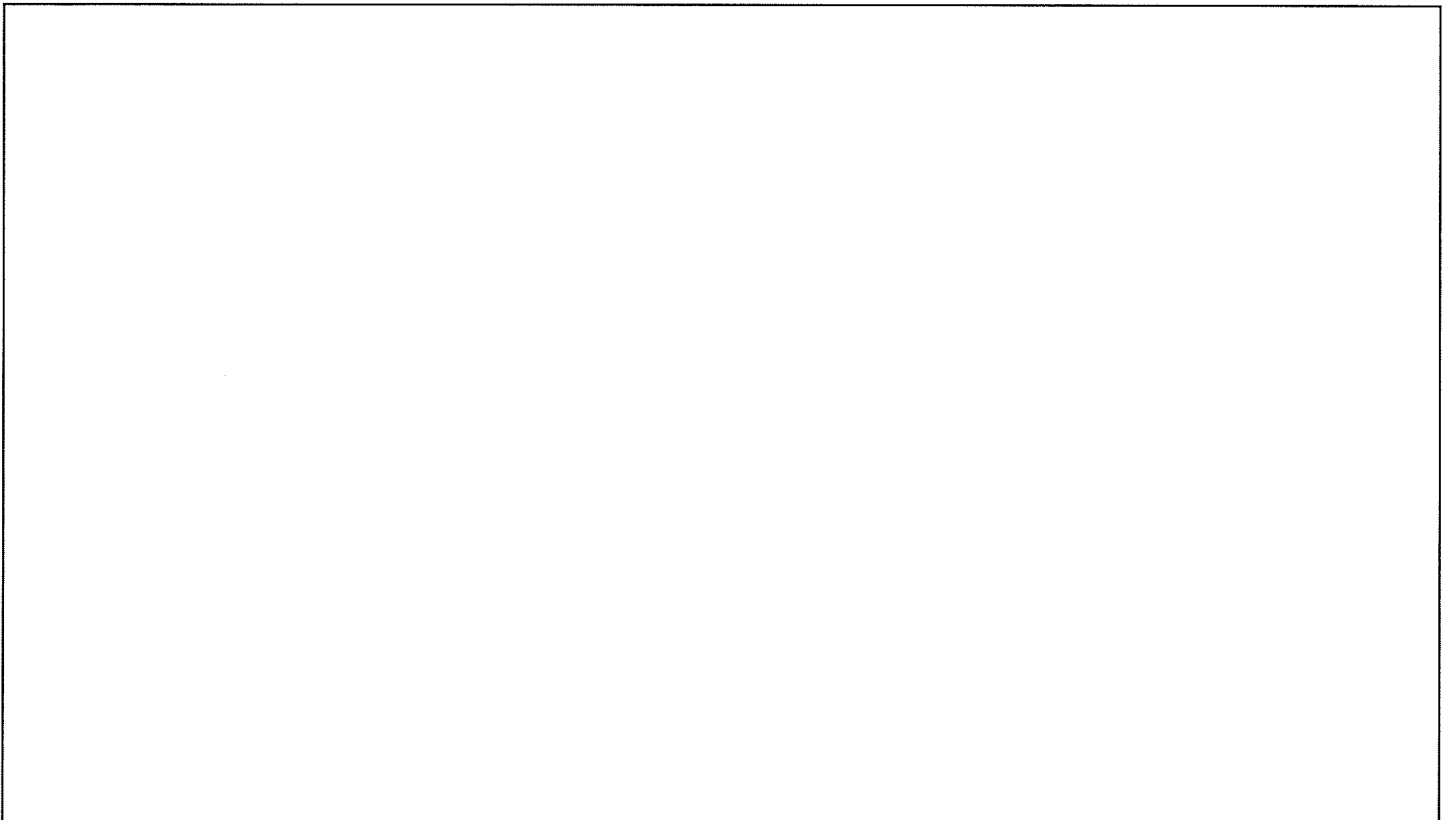
Low Income Benefit (Maximum Points – 6)

These points will only be given to those applicants who demonstrate that a proposed project will benefit over 70% low-income households. While stating that there will be outreach to low income households is desirable; outreach alone will not demonstrate or guarantee benefit to low income households, so no bonus points will be awarded for outreach.



Ongoing Affordability (Maximum Points – 20)

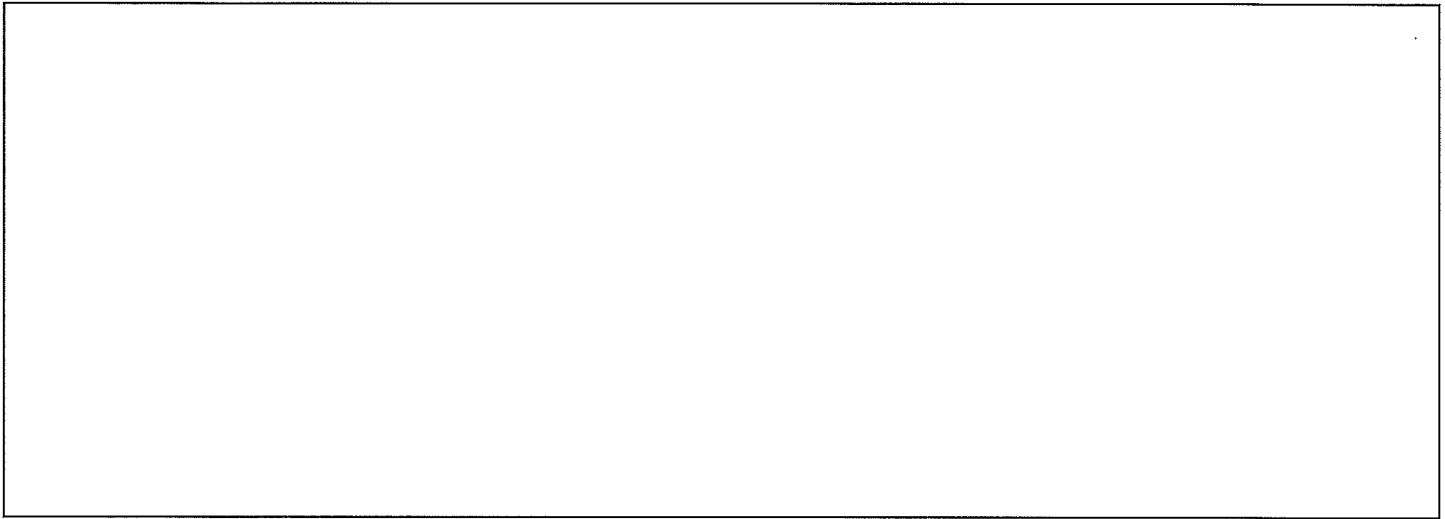
Projects must guarantee ongoing affordability of each unit and have a mechanism to monitor and implement ongoing affordability of the units.



LEE COUNTY SHIP 2016/2017 Funding Cycle

Essential Services Personnel (Maximum Points – 8)

Preference will be given to essential services personnel households – these are defined as households that include at least one person employed as: a teacher or educator; other school district, community college, and university employee; police or fire personnel; healthcare personnel; or, skilled building trades personnel.



Assistance for Special Needs Populations (Maximum Points – 5)

Lee County will use at least 20% of the allocation of SHIP funds for fiscal year 2016-2017 for special needs households as defined in 420.0004 (13)*, The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership

These points will only be given to those applicants who specifically demonstrate how a proposed project will serve special needs populations. While stating that there will be outreach to special needs populations is desirable, no bonus points will be awarded for outreach. The applicant must identify specifically how the special needs population will be served. Include attachments as needed.

Definition:

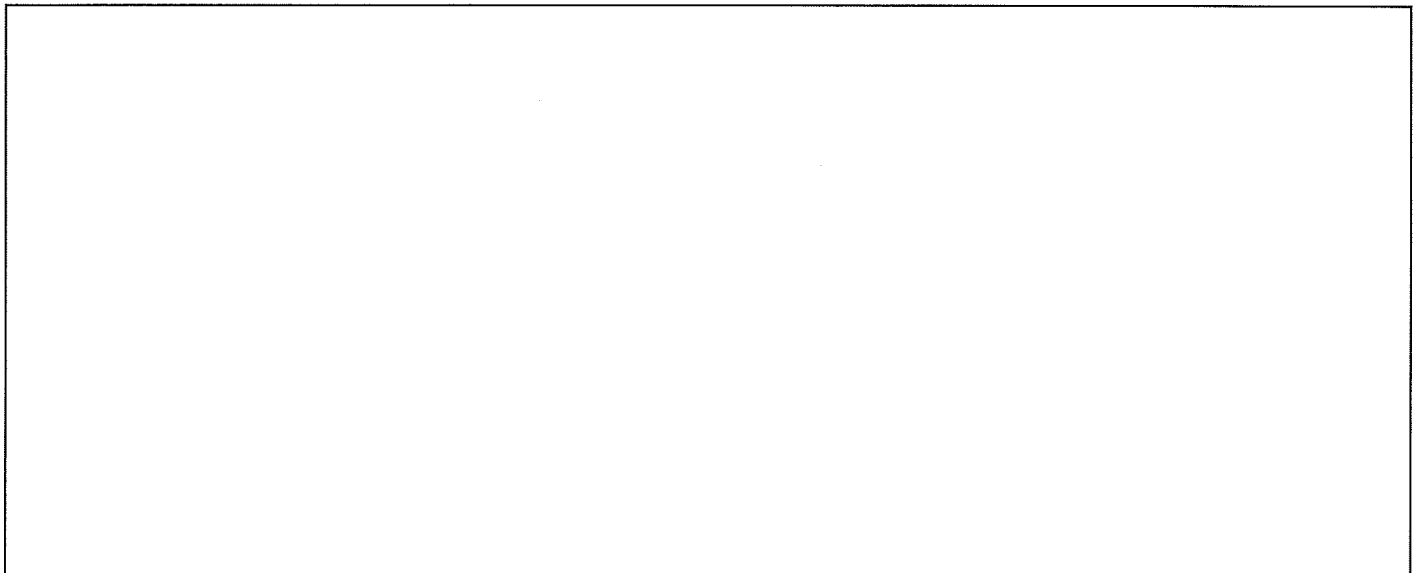
393.063 (9), F.S. *“Developmental disability” means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.*

420.0004 (13), F.S. *“Person with special needs” means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans’ disability benefits*

420.0004 (7)F.S.- *“Disabling condition” means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:*

- (a) Expected to be of long-continued and indefinite duration; and*
- (b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.*

Special Needs Units	Points Available
100%	5



Location (Maximum Points – 5)

Rehabilitation for units in unincorporated Lee County or in the cities of Bonita Springs, Fort Myers Beach, or Sanibel (i.e. outside the city limits of Cape Coral and Fort Myers (SHIP Entitlement cities)) will be awarded bonus points. Special Needs units shall receive 5 points regardless of location.

Special Circumstances Justification (Maximum Points – 20)

There is a need for all types of affordable housing throughout Lee County. However, it is also recognized that special circumstances will make the implementation of a particular project urgent. In that instance, these bonus points will be awarded. *Note: The intent is to award these points rarely and on a case by case basis.* Projects will be evaluated in terms of the documentation and justification for the need for the project. The applicant should explain and document the need for the project, including any special circumstances in the program narrative.

Innovative Approach (Maximum Points – 5)

Applicants will be awarded maximum points for an innovative approach to project design and implementation. An innovative approach is defined as one that has not been used previously for affordable housing in this area and could be a model for other agencies.

Universal Design (UD) (Maximum Points – 20)

Five points up to a maximum of 20 points will be awarded for each element of Universal Design beyond the minimum required by the Lee County SHIP program. Universal Design is the principle of design for home environments and products so as to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. Provide applicable information in the blank below; attach and label continuation sheet if needed.

Examples of Universal Design elements include but are not limited to:

- Reinforcement in first floor bathroom walls around the toilet and bathtub/shower for installing grab bars
- Light switches, thermostats and electrical panels no higher than 48 inches above the floor and electrical outlets at least 15 inches above the floor.
- Levered faucets and door handles eliminate the need for painful twisting; electric rocker switches, rather than conventional switches, are easily turned on and off.

There are many sources of information on Universal Design. A suggested source is the Center for Universal Design, North Carolina State University, http://www.ncsu.edu/ncsu/design/cud/about_ud/udprinciples.htm

Units Incorporating Elements Of Universal Design	Points Available
100%	5
75%	4
50%	3
25%	2
10%	1

Health or Welfare Emergency (Maximum 25 points)

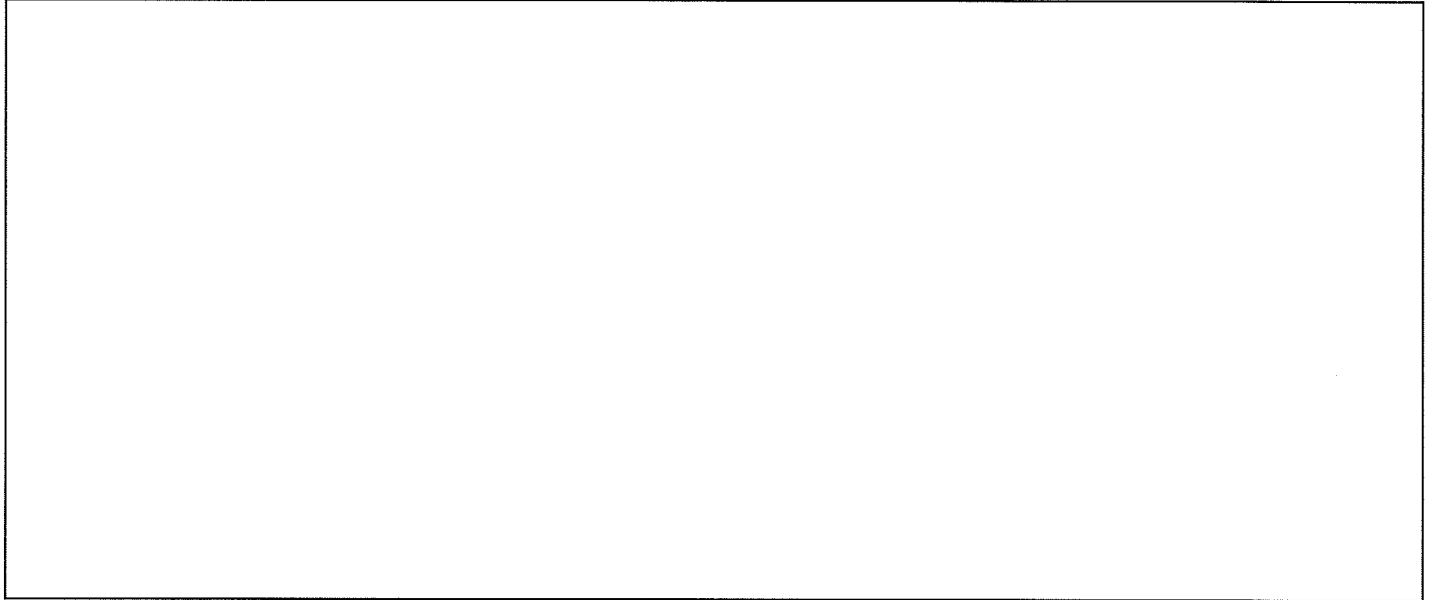
The intent is to award these points rarely. In order to obtain the points the applicant must adequately describe the project and provide background information justifying the urgency of a particular project in terms of health and welfare. Since there is a shortage of all kinds of affordable housing, merely describing a particular housing crisis will not earn the applicant points. To earn these points, the applicant must provide information about a health or welfare situation that a particular project will rectify. The applicant must show that this is an unusual or emergency situation, which is time sensitive and must describe the consequences of postponing the funding.

Energy Efficiency (Maximum Points – 20)

Five points up to a maximum of 20 points will be awarded for each energy saving feature.

Improved Construction Techniques (Maximum Points – 20)

Five points up to a maximum of 20 points will be awarded for incorporation of storm resistant construction, energy efficient features, green building and innovative design techniques into construction and rehabilitation projects for ongoing sustainability and affordability (especially as related to maintenance, utilities and insurance). Green building initiatives include but are not limited to the areas of heating, cooling, water heating, insulation, windows and appliances.



LEE COUNTY SHIP 2016/2017 Funding Cycle

MEASURES AND POINTS FOR GENERAL RENTAL AND SPECIAL NEEDS RENTAL STRATEGIES

MEASURES	Maximum Points Available
Overall Capacity of the Organization, Including Management System, for Effective and Efficient Production as Well as Cost and Quality Control	General Rental and Special Needs Rental
Staffing	5
Operations Procedures	5
Staff Experience	5
Board Experience	5
Rental Property Management and Operations Experience and Approach	5
Section Sub-Total	25
Development Feasibility – Ability to Proceed in a Timely Fashion and Attain Clear, Achievable Objectives	
General Rental and Special Needs Rental	
Measurable Objectives are Clearly Stated	5
Project Readiness and Can Be Accomplished in a Timely Fashion	5
Site Control	5
Detailed Description of Proposed Work to be Done for Rehabilitation	5
Site Suitability	5
Section Sub-Total	25
Financial Feasibility	
General Rental and Special Needs Rental	
Project Budget to Include Sources and Uses of Funds	15
Due Diligence in Cost Estimates	15
Findings and Prior Contract Compliance	5
Independent Audit Report	5
Financial Resources in Place – Adequate Cash Available for Project to be Implemented	5
SHIP Funds Leveraged/Matched for the Proposed Project	10
Developer Fee or Developer/Builder Fee Appropriate for Work	5
Section Sub-Total	60
Sub-Total Points	110

Continues next page

LEE COUNTY SHIP 2016/2017 Funding Cycle

Bonus Points

MEASURES	Maximum Points Available
Bonus Points	General Rental and Special Needs Rental
Welfare Transition Participation	5
Very Low and Low Income Benefit	8
Low Income Benefit	6
Ongoing Affordability	20
Essential Services Personnel	8
Assistance for Special Needs Populations	5
Location	5
Special Circumstances Justification	20
Innovative Approach	5
Universal Design	20
Health or Welfare Emergency	25
Energy Efficiency	20
Improved Construction Techniques	20
Section Sub-Total	*
TOTAL POINTS	*

* Bonus Points are not “summed up” because no one project can receive all bonus points as some measures for bonus points are mutually exclusive.



LEE COUNTY

2016/2017 SHIP AFFORDABLE HOUSING FUNDS

INSTRUCTIONS FOR DOCUMENTING THE SPECIAL NEEDS

Instructions

At least 20 percent of the 2016-2017 SHIP funding must be used to serve persons with special needs (as defined in 420.0004 Florida Statutes) with first priority to serve persons with developmental disabilities by providing home modifications, including technological enhancements and devices which will allow persons to remain independent in their own homes and maintain their homeownership.

Although there is a priority for persons with developmental disabilities, the fundamental requirement is to document that SHIP funds are used to provide rental or homeownership assistance to households that include one or more household members with special needs.

In order to track how the funds are targeted the agency receiving SHIP funds must:

- Identify applicants who are persons with special needs and
- Require supporting written documentation related to those households with persons with special needs. If the household is receiving financial assistance connected to the special needs that financial assistance must be counted when determining income eligibility.

All financial assistance related to any of the special needs categories must be reported as income and should be documented appropriately as part of the application process.

Remember to ask lots of questions:

Is the applicant receiving Family and Supported Living or the Developmental Disabilities Home and Community-Based Services Waiver? If so, please request documentation of the eligibility determination from the Agency for Persons with Disabilities.

Definition:

393.063 (9), F.S. *“Developmental disability” means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.*

420.0004 (13), F.S. *“Person with special needs” means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans’ disability benefits*

420.0004 (7)F.S.-*“Disabling condition” means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:*

- (a) Expected to be of long-continued and indefinite duration; and*
- (b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.*

2016/2017 INCOME CERTIFICATION: Special Needs Yes___ No___

*****A survivor of domestic violence**
Contact Lee County prior to submitting any information.

- ✓ See form below and fill in the household name, address and SHIP contract number. Attach this form with the appropriate supplement form to the income certification form and to the request for reimbursement forms
- ✓ **Check** the appropriate category and then refer to the attached supplement forms for the recommended questions and related information and supporting documentation to be obtained. (If you need additional information please contact Antia Richards, Senior Planner Phone: (239) 533-8547 E-mail: richarah@leegov.com Lee Co. DCD/Planning Sec. 1500 Monroe St. Ft Myers, FL 33901 or P.O. Box 398, Ft Myers, FL 33902.)

Lee County will use at least 20% of the 2016/2017 allocation of SHIP for special needs households, prioritizing funding for persons with developmental disabilities with an emphasis on home modifications, including technological enhancements and devices.

Head of Household Name: _____
 Property Address: _____
 SHIP Contract Number _____

- Person with Developmental Disability** *See Page 2 for supplement form*
Prioritize funding for persons with developmental disabilities
- Receives Social Security Disability Insurance (SSDI)** *See Page 3 for supplement form*
- Receives Supplemental Security Income (SSI)** *See Page 3 for supplement form*
- Receives Veteran’s Disability** *See Page 3 for supplement form*
- A young adult formerly in foster care** *See Page 4 for supplement form*
- Person with a disabling condition** *See Page 5 for supplement form 5*
 - Diagnosable substance abuse disorder
 - Serious mental illness
 - Chronic physical illness or disability
- None of the above – not a person with special needs**

Provide the Appropriate Support Documentation

Supplement form: Person with Developmental Disability

Prioritize funding for persons with developmental disabilities

Head of Household Name: _____

Property Address: _____

SHIP Contract Number _____

Is one or more household members a person with a Developmental Disability* as defined in 393.063, F.S.?

Definition:

*393.063F.S.- *"Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.*

Supporting documentation: Request written documentation from the agency from which they have been determined eligible to receive services. This is expected to be the Agency for Persons with Disabilities in most cases, or in some cases, the Department of Children and Families.

If they are not currently receiving services, they will have to have been "determined eligible" to be placed on a waiting list. They must provide the written documentation.

For all others not receiving services and not on a waiting list, request written documentation that the person was referred by the following agency that serves persons with Developmental Disabilities (i.e. local APDs, ARCs and CILs).

Name of Agency: _____

- **Describe below the documentation obtained and contained in the agency's case file**

Provide the Appropriate Support Documentation

- Supplement form: Person Receives Social Security Disability Insurance (SSDI)**
- Supplement form: Person Receives Supplemental Security Income (SSI)**
- Supplement form: Person Receives Veteran's Disability**

Head of Household Name: _____

Property Address: _____

SHIP Contract Number _____

A person receiving disability benefits from Social Security Disability Insurance (SSDI), the Supplemental Security Income (SSI) program or the Veterans Administration – Request an award letter from the Social Security Administration or the Veterans Administration indicating the monthly amount of disability benefits.

- **Describe below the documentation obtained and contained in the agency's case file**

Provide the Appropriate Support Documentation

Supplement form: A young adult formerly in foster care

Head of Household Name: _____

Property Address: _____

SHIP Contract Number _____

These applicants should be asked to provide written documentation that they are referred by their local Community-Based Care program and are receiving a stipend under the Road to Independence Program.

- **Describe below the documentation obtained and contained in the agency's case file**

Provide the Appropriate Support Documentation

Supplement form Person with a disabling condition – per 420.0004(7) FS

Head of Household Name: _____

Property Address: _____

SHIP Contract Number _____

Diagnosable substance abuse disorder

Request written documentation from the agency from which they have been determined eligible to receive services. This will be a local service provider or Managing Entity that is under contract with Dept. of Children and Families.

Serious mental illness

Request written documentation from the agency from which they have been determined eligible to receive services. This will be a local service provider or Managing Entity that is under contract with Dept. of Children and Families.

Chronic physical illness or disability

Request written documentation from the agency from which they have been determined eligible to receive services. This is expected to be a community service provider or Managing Entity that is under contract with Dept. of Children and Families or a Local Center for Independent Living (CIL).

An Applicant may also receive services designed for frail elders that have a chronic physical illness or disability.

Is the Applicant receiving services under the following programs?

- Home Care for Disabled Adults;
- Community Care for Disabled Adults;
- Aged and Disabled Adult Medicaid Waiver;
- Alzheimer's Disease Initiative Respite/Special Projects;
- Alzheimer's Disease Initiative Memory Disorder Clinics;
- Channeling Waiver;
- Community Care for the Elderly;
- Home Care for the Elderly;
- Long-Term Care Community Diversion Pilot Program (Nursing Home Diversion);
- Older Americans Act Title III B Supportive Services;
- Older Americans Act Title III D Preventive Health Services;
- Older Americans Act Title III E Caregiver Support;
- Program of All-Inclusive Care for the Elderly (PACE);

Please request written documentation of the eligibility determination for these programs from the following:

- Department of Elder Affairs;
- Area Agency on Aging (Regional);
- Council on Aging (County);

- **Go to the next page**

- Describe below the documentation obtained and contained in the agency's case file

Lee County State Housing Initiatives Partnership (SHIP) Program

HUD Released date 3/28/2016 - FHFC posted 3/31/2016

Homeownership Strategies

2016 Income Limits Adjusted for Household Size								
Maximum Monthly Housing Payment including PITI								
This form indicates household income limits and the maximum amount of that income - 30% that households should pay for monthly housing payments including PITI - principal, interest, taxes and insurance.								
% of Yearly Median Income	Number of Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low Income 30%	\$11,880	\$16,020	\$20,160	\$24,300	\$28,440	\$32,580	\$35,000	\$37,250
Maximum Monthly Payment	\$297.00	\$400.50	\$504.00	\$607.50	\$711.00	\$814.50	\$875.00	\$931.25
Very Low Income 50%	\$19,750	\$22,600	\$25,400	\$28,200	\$30,500	\$32,750	\$35,000	\$37,250
Maximum Monthly Payment	\$493.75	\$565.00	\$635.00	\$705.00	\$762.50	\$818.75	\$875.00	\$931.25
Low Income 80%	\$31,600	\$36,100	\$40,600	\$45,100	\$48,750	\$52,350	\$55,950	\$59,550
Maximum Monthly Payment	\$790.00	\$902.50	\$1,015.00	\$1,127.50	\$1,218.75	\$1,308.75	\$1,398.75	\$86,520.00
Moderate Income 120%	\$47,400	\$54,240	\$60,960	\$67,680	\$73,200	\$78,600	\$84,000	\$89,400
Maximum Monthly Payment	\$1,185.00	\$1,356.00	\$1,524.00	\$1,692.00	\$1,830.00	\$1,965.00	\$2,100.00	\$2,235.00
Workforce Income 140%	\$55,300	\$63,280	\$71,120	\$78,960	\$85,400	\$91,700	\$98,000	\$104,300
Maximum Monthly Payment	\$1,382.50	\$1,582.00	\$1,778.00	\$1,974.00	\$2,135.00	\$2,292.50	\$2,450.00	\$2,607.50

MSA: Cape Coral-Fort Myers

FY 2016 Yearly median income for a household with four persons: \$56,400

Maximum Price of a New or Existing House: \$328,847

Lee County State Housing Initiatives Partnership (SHIP) Program

HUD Released date 3/28/2016 - FHFC posted 3/31/2016

Rental Strategies

2016 Income Limits Adjusted for Household Size								
% of Yearly Median Income	Number of Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low Income - 30% or below Maximum Household Income	\$11,880	\$16,020	\$20,160	\$24,300	\$28,440	\$32,580	\$35,000	\$37,250
Very Low Income - 50% or below Maximum Household Income	\$19,750	\$22,600	\$25,400	\$28,200	\$30,500	\$32,750	\$35,000	\$37,250
Low Income - 80% or below Maximum Household Income	\$31,600	\$36,100	\$40,600	\$45,100	\$48,750	\$52,350	\$55,950	\$59,550
Moderate Income - 120% or below Maximum Household Income	\$47,400	\$54,240	\$60,960	\$67,680	\$73,200	\$78,600	\$84,000	\$89,400
Workforce Income - 140% or below Maximum Household Income	\$55,300	\$63,280	\$71,120	\$78,960	\$85,400	\$91,700	\$98,000	\$104,300

MSA: Cape Coral-Fort Myers (Lee County)

FY 2016 Yearly median income for a household with four persons: \$56,400

2016 Rent Limits per Number of Bedrooms in a Unit						
% of Yearly Median Income	Number of Bedrooms in Unit					
	0*	1	2	3	4	5
Extremely Low Income - 30% or below Maximum Monthly Rent	\$297	\$348	\$504	\$659	\$814	\$903
Very Low Income - 50% or below Maximum Monthly Payment	\$493	\$529	\$635	\$733	\$818	\$903
Low Income - 80% or below Maximum Monthly Rent	\$790	\$846	\$1,015	\$1,173	\$1,308	\$1,443
Moderate Income - 120% or below Maximum Monthly Rent	\$1,185	\$1,270	\$1,524	\$1,761	\$1,965	\$2,167
Moderate Income - 140% or below Maximum Monthly Rent	\$1,382	\$1,482	\$1,778	\$2,054	\$2,292	\$2,528

MSA: Cape Coral-Fort Myers (Lee County)

* Efficiencies include 0 bedroom units

Requirements to apply for reimbursement

All reimbursement requests should include the following:

1. Documentation of customers with Special Needs
2. Payment request on the non-profit agency stationary
 - a. Household income level
 - b. Including invoice date
 - c. Amount of reimbursement being requested
 - d. Property address
3. Copy of the contractor/subcontractor invoice
 - a. Invoice date
 - b. Amount of invoice
 - c. Invoice from contractor/subcontractor needs to show the property address
4. Copy of check from the non-profit agency to the contractor/subcontractor
5. Final Reimbursement request to close out contract shall include copies of
 - a. Copies of Bldg Permits
 - b. Copies of C/O
 - c. Copies of CC

Date

Ms. Antia Richards
Lee County Planning Section
P.O. Box 398
Fort Myers, FL 33902

RE: Reimbursement Request
Contract C-5555
Invoice # 123456

Attached is documentation of expenses incurred in providing assistance to John Doe at 1500 Monroe St. Fort Myers, FL. Mr. Doe is VLI (Income Levels: Extremely Low income – ELI, Very Low income – VLI, Low income – LI, and Moderate income – MI) applicant receiving SHIP funds. I'm requesting reimbursement in the amount of \$45,000 for Rehab assistance (types of assistance: Homeownership – New Construction, Homeownership Rehab, Homeownership Purchase Assistance with Rehab, DPA, Foreclosure, Education, and Rental Rehab)

Sincerely,

Name

Title

EDUCATION

CSFA # 52.901
Contract No. SHIP C-_____
Funding Source: LB 5540513801.508309 S/L LB025

AGREEMENT BETWEEN THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND _____

THIS Service Capital (check one) CONTRACT entered this _____ day of _____ 20____, between LEE COUNTY hereinafter referred to as COUNTY and _____ a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "PROVIDER".

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to Lee County through the PROVIDER according to this contract, the agency's intent as stated in the proposal and attachments and/or exhibits and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein COUNTY and the PROVIDER agree as follows:

ARTICLE I SCOPE OF SERVICES

The COUNTY has awarded the following amounts for each program listed below. The PROVIDER will be responsible for implementing these program(s) for the residents of Lee County: Program(s) must be implemented in accordance with the approved proposal(s) and exhibits/attachments.

ARTICLE II TERM OF CONTRACT

This contract shall begin _____ and ends _____ unless terminated as specified in Article VIII, Suspension/Termination, herein.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the COUNTY to the PROVIDER and the PROVIDER agrees to accept as full compensation the total amount not to exceed \$ _____ during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, Article VIII, Suspension/Termination and Attachment 2. Funding is contingent upon the COUNTY receiving the related State funds. The COUNTY disburses funds on a reimbursement basis.

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

It is at the option of the **COUNTY** to defer payment to the **PROVIDER** for noncompliance with contract deliverables or during the period of a county audit or monitoring due to questionable items. If as a result of the audit or monitoring, unallowable or unsupported costs are found, no further payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County.

C. Required Reports

1. **Financial and Compliance Audit Requirements in Attachment 1**
2. **A General Progress Report at least once every twelve months.**

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit employees duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** may deliver to the **PROVIDER** a written report regarding the manner in which goods or services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in noncompliance, or termination of this contract.

PROVIDER must supply **COUNTY** with copies of all monitoring reports of programs which are also funded by the **COUNTY**, including agency response, within thirty (30) days of receipt.

B. Audit and Inspections

The **PROVIDER** will make all records referenced in Article IV. C. and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit division, the Federal or State grantor agency (if applicable), Lee County employees, or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (**CPA**) that are pertinent to the contract in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization is noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

D. Independent Audit

An original, bound annual audit of the **PROVIDER'S** financial statements in accordance with Financial Accounting Standards Board (FASB) 117, or current Generally Accepted Government Auditing (GAGA) Standards as applicable including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls if required, and management's response to such letter if required, must be submitted to the **COUNTY** no later than **180** days following the end of the **PROVIDER'S** fiscal year along with any corrective action plan if applicable.

The audit must be conducted by an independent licensed certified public accountant who has received an unmodified opinion on their current Peer Review and must be in accordance with Auditing Standards Generally Accepted in the United States, and generally accepted Government Auditing Standards, Office of Management and Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and other Non-Profit Organizations", if applicable, the Florida Single Audit Act (F.S. Section 215.97), if applicable, and the Auditor General Rule 10.550, if applicable. The audit must detail the programs or service areas that are funded by Lee County either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s) and exhibit(s).

The **PROVIDER** agrees to comply with all **FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS** as specified in Attachment 1.

Failure to submit the report within the required time frame will result in the withholding of payment, The **COUNTY** may terminate the contract if the **PROVIDER** fails to submit reports within 3 days of receiving written notice by the **COUNTY**.

ARTICLE V MODIFICATIONS

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed and dated by both parties.

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is mutually agreed that the **PROVIDER** is an independent contractor and not an agent or employee of the **COUNTY**.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any **COUNTY** funded program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII, herein.

ARTICLE VII RISK MANAGEMENT

A. Indemnification

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance

The **PROVIDER** agrees to provide and maintain during the term of this contract Commercial General Liability insurance insuring the **PROVIDER** against any and all claims, demands, or causes of action whatsoever for

injuries received or damage to property incurred in the performance of the terms of this Contract or the use, occupation, management, or control of any facility herein provided for and the improvements thereto. Such a policy of insurance will insure the **PROVIDER** in an amount not less than \$300,000 to cover any and all bodily injury, personal injury. And/or property damage claim connected with any **COUNTY** accident or occurrence that may arise or be claimed to have arisen against the **PROVIDER**. The **PROVIDER** must furnish an appropriate Certificate of Insurance (**Exhibit**) naming Lee County Board of County Commissioners as Certificate Holder and Additional insured. The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDERS** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. Certificates of Insurance and bonding and renewals must be submitted to:

Risk Management
Lee County Board of County Commissioners
P.O. Box 398, Fort Myers, Florida 33902-0398

C. Bonding

The PROVIDER must provide fidelity bonding for all employees that handle PROVIDER'S funds. The amount of the bond must be equivalent to the highest daily cash balance of the PROVIDER. Proof of this bonding must be submitted to the COUNTY prior to the date of execution of this contract.

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this contract by giving twenty-four (24) hours written notice to the **PROVIDER** by certified mail following a determination by the Board of **COUNTY** Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the **COUNTY**. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by certified mail of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this contract shall cease on the effective date of termination.

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided. The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That it will comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any county or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That it will comply with Chapter 760, Florida Statutes, and Lee County Ordinance Number 13-04 which prohibit discrimination in housing on the basis of race, color, national origin, sex, religion, disability or familial status.
- C. That it will comply with Chapter 760, Florida Statutes which prohibit discrimination in employment on the basis of race, color, national origin, sex, religion, disability or marital status.
- D. That it will administer its programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.

- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That it will comply with the Americans with Disabilities Act of 1990, Public Law (P. L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- H. That it shall report any unusual incidents involving funded activities to the **COUNTY**, in writing, within five (5) calendar days of the occurrence or the **COUNTY** may terminate this contract. Unusual incidents include, but are not limited to those events which are reported to local police authorities by the **PROVIDER** or any person whose report requires any type of response by local law enforcement authorities; those events which result in physical injury to a person receiving **PROVIDER** services that are underwritten in any way by the **COUNTY**; or, those incidents or events which result in a report to or investigation arising from a call to the Florida Abuse Hotline. In accordance with Chapter 415, Florida Statute, an employee of the **PROVIDER** who knows or has reasonable cause to suspect that a child, aged person, or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the statewide toll-free number (1-800-96-ABUSE).
- I. That it will comply with Section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature, State or County agencies.
- J. That it will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for county funds.
- K. That it will acknowledge support for programs funded by Lee County.
- L. That it will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include articles of incorporation and bylaws within ten (10) working days of the effective date.

ARTICLE X NOTICES

Official notices concerning this contract shall be directed to the following authorized representatives:

COUNTY:

ATTN: Mikki Rozdolski, Manager, Planning Section
Lee County Department of Community Development

Address: P.O. Box 398, Fort Myers, FL 33902-0398

Telephone: (239) 533-8309

Fax: (239) 485-8344

E-mail: MRozdolski@leegov.com

PROVIDER:

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Web site address: _____

E-mail: _____

The signatures of the persons shown below are designated and authorized to sign all applicable reports:

Name: David M. Loveland, AICP
(typed)

OR

Name: _____
(typed)

Signature

Signature

Director, Dept. of Community Development
Title

Title

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this contract.

ARTICLE XI SPECIAL PROVISIONS

A. If needed, **PROVIDER** may be called upon to assist county during a natural disaster or emergency.

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

This contract and its **attachments**, and any **exhibits** referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, **PROVIDER** and **COUNTY** have caused this contract, to be executed by their undersigned officials as duly authorized.

PROVIDER:

COUNTY: LEE COUNTY

By: _____
Name (typed)

By: _____
Name (typed)

Signature of authorized officer

Signature of authorized officer

Title

Chair – Lee County Board of County Commissioners

Title

Date

Date

NOTARY:

**ATTEST: LINDA DOGGETT
CLERK OF CIRCUIT COURT**

By: _____
Notary of Public (Signature)

By: _____

Name (Typed)

Title: _____

Date: _____

(STAMP / SEAL REQUIRED)

**APPROVED AS TO FORM FOR THE RELIANCE
OF LEE COUNTY ONLY**

By: _____

Title: _____
COUNTY ATTORNEY'S OFFICE

Date: _____

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This attachment outlines audit requirements for non-federal entities or subrecipients, hereinafter known as the Contractor. This attachment shall apply when the Contractor has obtained Federal and/or State funding from Lee County. Each subrecipient is responsible for complying with the Single Audit Act of 1984 (Public Law (P. L.) 98-502), the Single Audit Act Amendments of 1996 (Public Law (P. L.) 104-156), and 29 CFR, Part 96, of the Department of Labor Regulations that implements Office of Management and Budget (OMB) Circular A-133. Also, each subrecipient is responsible for complying with the Florida Single Audit Act (FS 216.3491) (as applicable).

NOTE: Subrecipients/Contractors that are State Departments, State Universities and/or State Community Colleges are audited annually by the Office of the State Auditor General, and are not required to have additional independent audits performed as outlined by this Attachment. Additionally, copies of the State Auditor General's audit report is transmitted directly to Agency for Workforce Innovation (AWI) by that office. No further actions are required by the entities (as Contractors) referenced in this paragraph.

The Contractor agrees to have an annual financial and compliance audit as specified by The Single Audit Act of 1996 and OMB Circular A-133. **An annual audit is required if the Subrecipient/Contractor has Federal expenditures of \$500,000 or more in a fiscal year. This includes all Federal funds received from all funding sources, not just the funds awarded under this contract.** The audits are to be performed by independent auditors in accordance with the current Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, and in compliance with OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

The Contractor agrees to have an annual State financial and compliance audit, if the total expenditures are \$500,000 or more in a fiscal year (i.e. state financial assistance provided to carry out a state project) in accordance with auditing standards as stated in the Rules of the Auditor General. The Contractor must have a single audit or project-specific audit for such fiscal year in accordance with section 216.3491, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Rules of the Auditor General Chapter 10.600.

Audit Requirements for States, Local Governments and Nonprofit Organizations:

Non-federal organizations that expend \$500,000 or more in a fiscal year in Federal awards (**all Federal funding sources must be considered**) must have a single audit or a program-specific audit conducted for that fiscal year in accordance with current Government Auditing Standards issued by the Comptroller General of the United States, and in compliance with The Single Audit Act of 1984 (Public Law (P. L.) 98-502), the Single Audit Act Amendments of 1996 (Public Law (P. L.) 104-156) and OMB Circular A-133 "Audits of States Local Governments, and Non-Profit Organizations".

Single Audit – Single Audit means an audit that includes both the entity’s financial statements and the Federal awards requirements as described in the OMB Circular A-133. A State single audit means an audit of a non-state entity’s financial statements and state awards. A Single Audit also includes a report on Internal Controls and a report on Program Compliance.

Program-Specific Audit – A Program-Specific Audit means an audit of **one Federal program** as provided in the OMB Circular A-133. Additionally, a state program-specific audit means an audit of **one state project** in accordance with the requirements of FS Section 216.3491.

The cost of audits conducted in accordance with the Single Audit Act and/or the provisions of Section 216.3491, Florida Statutes, must be paid from non-Federal/non-State funds (i.e., the cost of such an audit must be paid from subrecipient/contractor funds obtained from other than Federal/State sources).

SAMPLE

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of work:
Homeowner/buyer education for households with SHIP assistance, counseling services for one of both of the following areas:
 - Buyer education – Maximum \$500 per household
 - Finances (budget, credit.. etc) – Maximum \$500 per household
- b. The amount of funds awarded under this grant is \$_____. The **COUNTY** is not obligated or authorized to award any funds in addition to this amount.
- c. The **PROVIDER** is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County, or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.

2. The **COUNTY** agrees to pay to the **PROVIDER**, upon receipt and verification of the Provider's request.

3. The **PROVIDER** is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119, Public Records.

Every person who has custody of a public record shall permit the record to be inspected and examined by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public record or the custodian's designee.

Before any person is granted access to the records related to these funds (except governmental agencies or their agents who are entitled to access to the records specified in this paragraph for the purposes of auditing federal, state, or local housing programs or housing assistance programs), please seek the advice of your legal counsel or contact the Lee County Division of Planning who shall seek counsel from the Office of the Lee County Attorney. Home addresses, telephone numbers, social security numbers, photographs, and places of employment of the certain personnel, spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from public record. Medical history records, bank account numbers, credit card numbers, telephone numbers, and information related to health or property insurance furnished by an individual to any agency pursuant to federal, state, or local housing assistance programs are confidential and exempt. Any other information produced or received by any private or public entity in direct connection with federal, state, or local housing assistance programs, unless the subject of another federal or state exemption, is subject to public records requests.

A person who has custody of a public record and who asserts that an exemption or special law applies to a particular public record or part of such record shall delete or excise from the record only that portion of the record with respect to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and examination.

4. The **PROVIDER** agrees to perform all necessary requirements to assist the **COUNTY** in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local

governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.

5. The **COUNTY** shall be provided access to all contracts of the **PROVIDER** for the procurement of goods and/or services relating to the project work described in Subsection 1. a. herein, and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the **COUNTY** of any financial liability in connection with said contracts.
6. The **COUNTY** shall be provided access to all detailed plans, specifications and home buyer incomes relating to the- project and records relating thereto describe in Subsection 1-a. herein, to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the **PROVIDER** for a period of seven (7) years following the effective date of contract.
7. The **PROVIDER** shall provide to the **COUNTY** proof, of the following prior to receiving final payment:
 - a. Proof of registration and attendance of all beneficiaries
 - b. Copies of all course materials
 - c. Course Outline
8. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Section 420.907, Florida Administrative Code Rule Chapters 67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance Number 95-17, as amended, and in particular:
 - a. Income limits
 - b. Definition of Affordability
 - c. Non-discrimination
 - d. Maximum production or purchase cost
 - e. Maximum SHIP funds per unit
 - f. Compliance reporting as required per project

SAMPLE

FORECLOSURE

CSFA # 52.901
Contract No. SHIP C-
Funding Source: LB 5540513801.508309 S/L LB025

AGREEMENT BETWEEN THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND

THIS Service Capital (check one) CONTRACT entered this _____ day of _____ 20____, between LEE COUNTY hereinafter referred to as COUNTY and _____ a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "PROVIDER".

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to Lee County through the PROVIDER according to this contract, the agency's intent as stated in the proposal and attachments and/or exhibits and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein COUNTY and the PROVIDER agree as follows:

ARTICLE I SCOPE OF SERVICES

The COUNTY has awarded the following amounts for each program listed below. The PROVIDER will be responsible for implementing these program(s) for the residents of Lee County: Program(s) must be implemented in accordance with the approved proposal(s) and exhibits/attachments.

ARTICLE II TERM OF CONTRACT

This contract shall begin _____ and ends _____ unless terminated as specified in Article VIII, Suspension/Termination, herein.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the COUNTY to the PROVIDER and the PROVIDER agrees to accept as full compensation the total amount not to exceed \$ _____ during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, Article VIII, Suspension/Termination and Attachment 2. Funding is contingent upon the COUNTY receiving the related State funds. The COUNTY disburses funds on a reimbursement basis.

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

It is at the option of the **COUNTY** to defer payment to the **PROVIDER** for noncompliance with contract deliverables or during the period of a county audit or monitoring due to questionable items. If as a result of the audit or monitoring, unallowable or unsupported costs are found, no further payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County.

C. Required Reports

1. **Financial and Compliance Audit Requirements in Attachment 1**
2. **A General Progress Report at least once every twelve months.**

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit employees duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** may deliver to the **PROVIDER** a written report regarding the manner in which goods or services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in noncompliance, or termination of this contract.

PROVIDER must supply **COUNTY** with copies of all monitoring reports of programs which are also funded by the **COUNTY**, including agency response, within thirty (30) days of receipt.

B. Audit and Inspections

The **PROVIDER** will make all records referenced in Article IV. C. and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit division, the Federal or State grantor agency (if applicable), Lee County employees, or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (**CPA**) that are pertinent to the contract in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization is noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

D. Independent Audit

An original, bound annual audit of the **PROVIDER'S** financial statements in accordance with Financial Accounting Standards Board (FASB) 117, or current Generally Accepted Government Auditing (GAGA) Standards as applicable including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls if required, and management's response to such letter if required, must be submitted to the **COUNTY** no later than **180** days following the end of the **PROVIDER'S** fiscal year along with any corrective action plan if applicable.

The audit must be conducted by an independent licensed certified public accountant who has received an unmodified opinion on their current Peer Review and must be in accordance with Auditing Standards Generally Accepted in the United States, and generally accepted Government Auditing Standards, Office of Management and Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and other Non-Profit Organizations", if applicable, the Florida Single Audit Act (F.S. Section 215.97), if applicable, and the Auditor General Rule 10.550, if applicable. The audit must detail the programs or service areas that are funded by Lee County either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s) and exhibit(s).

The **PROVIDER** agrees to comply with all **FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS** as specified in Attachment 1.

Failure to submit the report within the required time frame will result in the withholding of payment, The **COUNTY** may terminate the contract if the **PROVIDER** fails to submit reports within 3 days of receiving written notice by the **COUNTY**.

ARTICLE V MODIFICATIONS

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed and dated by both parties.

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is mutually agreed that the **PROVIDER** is an independent contractor and not an agent or employee of the **COUNTY**.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any **COUNTY** funded program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII, herein.

ARTICLE VII RISK MANAGEMENT

A. Indemnification

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance

The **PROVIDER** agrees to provide and maintain during the term of this contract Commercial General Liability insurance insuring the **PROVIDER** against any and all claims, demands, or causes of action whatsoever for

injuries received or damage to property incurred in the performance of the terms of this Contract or the use, occupation, management, or control of any facility herein provided for and the improvements thereto. Such a policy of insurance will insure the **PROVIDER** in an amount not less than \$300,000 to cover any and all bodily injury, personal injury. And/or property damage claim connected with any **COUNTY** accident or occurrence that may arise or be claimed to have arisen against the **PROVIDER**. The **PROVIDER** must furnish an appropriate Certificate of Insurance (**Exhibit**) naming Lee County Board of County Commissioners as Certificate Holder and Additional insured. The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDERS** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. Certificates of Insurance and bonding and renewals must be submitted to:

Risk Management
Lee County Board of County Commissioners
P.O. Box 398, Fort Myers, Florida 33902-0398

C. Bonding

The PROVIDER must provide fidelity bonding for all employees that handle PROVIDER'S funds. The amount of the bond must be equivalent to the highest daily cash balance of the PROVIDER. Proof of this bonding must be submitted to the COUNTY prior to the date of execution of this contract.

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this contract by giving twenty-four (24) hours written notice to the **PROVIDER** by certified mail following a determination by the Board of **COUNTY** Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the **COUNTY**. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by certified mail of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this contract shall cease on the effective date of termination.

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided. The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That it will comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any county or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That it will comply with Chapter 760, Florida Statutes, and Lee County Ordinance Number 13-04 which prohibit discrimination in housing on the basis of race, color, national origin, sex, religion, disability or familial status.
- C. That it will comply with Chapter 760, Florida Statutes which prohibit discrimination in employment on the basis of race, color, national origin, sex, religion, disability or marital status.
- D. That it will administer its programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.

- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That it will comply with the Americans with Disabilities Act of 1990, Public Law (P. L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- H. That it shall report any unusual incidents involving funded activities to the **COUNTY**, in writing, within five (5) calendar days of the occurrence or the **COUNTY** may terminate this contract. Unusual incidents include, but are not limited to those events which are reported to local police authorities by the **PROVIDER** or any person whose report requires any type of response by local law enforcement authorities; those events which result in physical injury to a person receiving **PROVIDER** services that are underwritten in any way by the **COUNTY**; or, those incidents or events which result in a report to or investigation arising from a call to the Florida Abuse Hotline. In accordance with Chapter 415, Florida Statute, an employee of the **PROVIDER** who knows or has reasonable cause to suspect that a child, aged person, or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the statewide toll-free number (1-800-96-ABUSE).
- I. That it will comply with Section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature, State or County agencies.
- J. That it will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for county funds.
- K. That it will acknowledge support for programs funded by Lee County.
- L. That it will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include articles of incorporation and bylaws within ten (10) working days of the effective date.

ARTICLE X NOTICES

Official notices concerning this contract shall be directed to the following authorized representatives:

COUNTY:

ATTN: Mikki Rozdolski, Manager, Planning Section
Lee County Department of Community Development

Address: P.O. Box 398, Fort Myers, FL 33902-0398

Telephone: (239) 533-8309

Fax: (239) 485-8344

E-mail: MRozdolski@leegov.com

PROVIDER:

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Web site address: _____

E-mail: _____

The signatures of the persons shown below are designated and authorized to sign all applicable reports:

Name: David M. Loveland, AICP
(typed)

OR

Name: _____
(typed)

Signature

Signature

Director, Dept. of Community Development
Title

Title

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this contract.

ARTICLE XI SPECIAL PROVISIONS

A. If needed, **PROVIDER** may be called upon to assist county during a natural disaster or emergency.

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

This contract and its **attachments**, and any **exhibits** referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, **PROVIDER** and **COUNTY** have caused this contract, to be executed by their undersigned officials as duly authorized.

PROVIDER:

COUNTY: LEE COUNTY

By: _____
Name (typed)

By: _____
Name (typed)

Signature of authorized officer

Signature of authorized officer

Title

Chair – Lee County Board of County Commissioners
Title

Date

Date

NOTARY:

**ATTEST: LINDA DOGGETT
CLERK OF CIRCUIT COURT**

By: _____
Notary of Public (Signature)

By: _____

Name (Typed)

Title: _____

Date: _____

(STAMP / SEAL REQUIRED)

**APPROVED AS TO FORM FOR THE RELIANCE
OF LEE COUNTY ONLY**

By: _____

Title: _____
COUNTY ATTORNEY'S OFFICE

Date: _____

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This attachment outlines audit requirements for non-federal entities or subrecipients, hereinafter known as the Contractor. This attachment shall apply when the Contractor has obtained Federal and/or State funding from Lee County. Each subrecipient is responsible for complying with the Single Audit Act of 1984 (Public Law (P. L.) 98-502), the Single Audit Act Amendments of 1996 (Public Law (P. L.) 104-156), and 29 CFR, Part 96, of the Department of Labor Regulations that implements Office of Management and Budget (OMB) Circular A-133. Also, each subrecipient is responsible for complying with the Florida Single Audit Act (FS 216.3491) (as applicable).

NOTE: Subrecipients/Contractors that are State Departments, State Universities and/or State Community Colleges are audited annually by the Office of the State Auditor General, and are not required to have additional independent audits performed as outlined by this Attachment. Additionally, copies of the State Auditor General's audit report is transmitted directly to Agency for Workforce Innovation (AWI) by that office. No further actions are required by the entities (as Contractors) referenced in this paragraph.

The Contractor agrees to have an annual financial and compliance audit as specified by The Single Audit Act of 1996 and OMB Circular A-133. **An annual audit is required if the Subrecipient/Contractor has Federal expenditures of \$500,000 or more in a fiscal year. This includes all Federal funds received from all funding sources, not just the funds awarded under this contract.** The audits are to be performed by independent auditors in accordance with the current Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, and in compliance with OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

The Contractor agrees to have an annual State financial and compliance audit, if the total expenditures are \$500,000 or more in a fiscal year (i.e. state financial assistance provided to carry out a state project) in accordance with auditing standards as stated in the Rules of the Auditor General. The Contractor must have a single audit or project-specific audit for such fiscal year in accordance with section 216.3491, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Rules of the Auditor General Chapter 10.600.

Audit Requirements for States, Local Governments and Nonprofit Organizations:

Non-federal organizations that expend \$500,000 or more in a fiscal year in Federal awards (**all Federal funding sources must be considered**) must have a single audit or a program-specific audit conducted for that fiscal year in accordance with current Government Auditing Standards issued by the Comptroller General of the United States, and in compliance with The Single Audit Act of 1984 (Public Law (P. L.) 98-502), the Single Audit Act Amendments of 1996 (Public Law (P. L.) 104-156) and OMB Circular A-133 "Audits of States Local Governments, and Non-Profit Organizations".

Single Audit – Single Audit means an audit that includes both the entity’s financial statements and the Federal awards requirements as described in the OMB Circular A-133. A State single audit means an audit of a non-state entity’s financial statements and state awards. A Single Audit also includes a report on Internal Controls and a report on Program Compliance.

Program-Specific Audit – A Program-Specific Audit means an audit of **one Federal program** as provided in the OMB Circular A-133. Additionally, a state program-specific audit means an audit of **one state project** in accordance with the requirements of FS Section 216.3491.

The cost of audits conducted in accordance with the Single Audit Act and/or the provisions of Section 216.3491, Florida Statutes, must be paid from non-Federal/non-State funds (i.e., the cost of such an audit must be paid from subrecipient/contractor funds obtained from other than Federal/State sources).

SAMPLE

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: Foreclosure prevention for at least _____ moderate or lower income households with a maximum per unit award of \$8,000.
 - b. The amount of funds awarded under this grant is \$ _____. The **COUNTY** is not obligated or authorized to award any funds in addition to this amount.
 - c. The **PROVIDER** must adhere to the National Industry Standards for Homeownership Education and Counseling Code of Ethics and Conduct and Foreclosure Intervention Specialty as appropriate for the level of counseling to be provided.
 - d. The **PROVIDER** is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County, or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The **COUNTY** agrees to provide reimbursement drawdowns to the **PROVIDER**, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1. a. up to a maximum of \$ _____ or the amount of actual cash expended by the **PROVIDER** for project work, whichever is less.
 3. The **PROVIDER** is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119, Public Records.

Every person who has custody of a public record shall permit the record to be inspected and examined by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public record or the custodian's designee.

Before any person is granted access to the records related to these funds (except governmental agencies or their agents who are entitled to access to the records specified in this paragraph for the purposes of auditing federal, state, or local housing programs or housing assistance programs), please seek the advice of your legal counsel or contact the Lee County Division of Planning who shall seek counsel from the Office of the Lee County Attorney. Home addresses, telephone numbers, social security numbers, photographs, and places of employment of the certain personnel, spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from public record. Medical history records, bank account numbers, credit card numbers, telephone numbers, and information related to health or property insurance furnished by an individual to any agency pursuant to federal, state, or local housing assistance programs are confidential and exempt. Any other information produced or received by any private or public entity in direct connection with federal, state, or local housing assistance programs, unless the subject of another federal or state exemption, is subject to public records requests.

A person who has custody of a public record and who asserts that an exemption or special law applies to a particular public record or part of such record shall delete or excise from the record only that portion

of the record with respect to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and examination.

4. The **PROVIDER** agrees to perform all necessary requirements to assist the **COUNTY** in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The **COUNTY** shall be provided access to all contracts of the **PROVIDER** for the procurement of goods and/or services relating to the project work described in Subsection 1. a. herein, and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the **COUNTY** of any financial liability in connection with said contracts.
6. The **PROVIDER** shall serve as the agent for the homeowner in all communications and ensure a timely completion of proceedings, as the owner's agent.
7. The **COUNTY** shall be provided access to homeowner incomes relating to the project and records relating thereto describe in Subsection 1-a. herein, to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the **PROVIDER** for a period of seven (7) years following the effective date of contract. The following documentation at a minimum must be available for inspections at all reasonable times by the **COUNTY** or their assigns:
 - a. Applicant Intake Forms
 - b. Income Verification and Certification Forms
 - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary
 - d. Verification of Deposit of beneficiary
 - e. Verification of Employment for beneficiary
8. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Section 420.907, Florida Administrative Code Rule Chapters 67.37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance Number 95-17, as amended, and in particular:
 - a. Income limits
 - b. Definition of Affordability
 - c. Non-discrimination
 - d. Maximum production or purchase cost
 - e. Maximum SHIP funds per unit
 - f. Compliance reporting as required per project
9. The **PROVIDER** shall provide to the **COUNTY** proof, or make available the following, as applicable, for each beneficiary prior to receiving final payment:
 - a. SHIP Program Recipient Profile form

APPLICATION DOCUMENTS:

- b. Authorization for Release of Information Form
- c. Income Verification Form(s)
- d. Income Certification Form
- e. Proof of Property Ownership
- f. Application for Program Assistance
- g. Proof of counseling sessions
- h. Proof of extraordinary hardship

CLOSING DOCUMENTS:

- i. Demonstration of ability to maintain mortgage payments after services have been rendered including monitoring and follow-up with the client to determine that the client has successfully honored the 1st and 2nd payment
- j. Proof of resolution of hardship
- k. Proof of Financial Solution (contact with lender about payment history, loss mitigation and cure of arrearage)
- l. Provision of financial and budget counseling
- m. Recorded SHIP Lien Document(s) with Recapture Provisions showing the Lee County Department of Community Development, Planning Division as Mortgagee
- n. All Recorded Mortgage and Note Document(s)
- o. Release of Liens
- p. Appraisal (if required by 1st lender)

SAMPLE

NEW CONSTRUCTION

CSFA # 52.901
Contract No. SHIP C-_____
Funding Source: LB 5540513801.508309 S/L LB025

AGREEMENT BETWEEN THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND

THIS Service Capital (check one) CONTRACT entered this _____ day of _____ 20_____, between LEE COUNTY hereinafter referred to as COUNTY and _____ a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "PROVIDER".

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to Lee County through the PROVIDER according to this contract, the agency's intent as stated in the proposal and attachments and/or exhibits and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein COUNTY and the PROVIDER agree as follows:

ARTICLE I SCOPE OF SERVICES

The COUNTY has awarded the following amounts for each program listed below. The PROVIDER will be responsible for implementing these program(s) for the residents of Lee County: Program(s) must be implemented in accordance with the approved proposal(s) and exhibits/attachments.

ARTICLE II TERM OF CONTRACT

This contract shall begin _____ and ends _____ unless terminated as specified in Article VIII, Suspension/Termination, herein.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the COUNTY to the PROVIDER and the PROVIDER agrees to accept as full compensation the total amount not to exceed \$ _____ during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, Article VIII, Suspension/Termination and Attachment 2. Funding is contingent upon the COUNTY receiving the related State funds. The COUNTY disburses funds on a reimbursement basis.

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

It is at the option of the **COUNTY** to defer payment to the **PROVIDER** for noncompliance with contract deliverables or during the period of a county audit or monitoring due to questionable items. If as a result of the audit or monitoring, unallowable or unsupported costs are found, no further payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County.

C. Required Reports

1. **Financial and Compliance Audit Requirements in Attachment 1**
2. **A General Progress Report at least once every twelve months.**

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit employees duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** may deliver to the **PROVIDER** a written report regarding the manner in which goods or services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in noncompliance, or termination of this contract.

PROVIDER must supply **COUNTY** with copies of all monitoring reports of programs which are also funded by the **COUNTY**, including agency response, within thirty (30) days of receipt.

B. Audit and Inspections

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The Clerk of Courts Internal Audit division, the Federal or State grantor agency (if applicable), Lee County employees, or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (**CPA**) that are pertinent to the contract in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization is noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

D. Independent Audit

An original, bound annual audit of the **PROVIDER'S** financial statements in accordance with Financial Accounting Standards Board (FASB) 117, or current Generally Accepted Government Auditing (GAGA) Standards as applicable including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls if required, and management's response to such letter if required, must be submitted to the **COUNTY** no later than **180** days following the end of the **PROVIDER'S** fiscal year along with any corrective action plan if applicable.

The audit must be conducted by an independent licensed certified public accountant who has received an unmodified opinion on their current Peer Review and must be in accordance with Auditing Standards Generally Accepted in the United States, and generally accepted Government Auditing Standards, Office of Management and Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and other Non-Profit Organizations", if applicable, the Florida Single Audit Act (F.S. Section 215.97), if applicable, and the Auditor General Rule 10.550, if applicable. The audit must detail the programs or service areas that are funded by Lee County either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s) and exhibit(s).

The **PROVIDER** agrees to comply with all **FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS** as specified in Attachment 1.

Failure to submit the report within the required time frame will result in the withholding of payment, The **COUNTY** may terminate the contract if the **PROVIDER** fails to submit reports within 3 days of receiving written notice by the **COUNTY**.

ARTICLE V MODIFICATIONS

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed and dated by both parties.

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is mutually agreed that the **PROVIDER** is an independent contractor and not an agent or employee of the **COUNTY**.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any **COUNTY** funded program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII, herein.

ARTICLE VII RISK MANAGEMENT

A. Indemnification

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance

The **PROVIDER** agrees to provide and maintain during the term of this contract Commercial General Liability insurance insuring the **PROVIDER** against any and all claims, demands, or causes of action whatsoever for

injuries received or damage to property incurred in the performance of the terms of this Contract or the use, occupation, management, or control of any facility herein provided for and the improvements thereto. Such a policy of insurance will insure the **PROVIDER** in an amount not less than \$300,000 to cover any and all bodily injury, personal injury. And/or property damage claim connected with any **COUNTY** accident or occurrence that may arise or be claimed to have arisen against the **PROVIDER**. The **PROVIDER** must furnish an appropriate Certificate of Insurance (**Exhibit**) naming Lee County Board of County Commissioners as Certificate Holder and Additional insured. The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDERS** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. Certificates of Insurance and bonding and renewals must be submitted to:

Risk Management
Lee County Board of County Commissioners
P.O. Box 398, Fort Myers, Florida 33902-0398

C. Bonding

The PROVIDER must provide fidelity bonding for all employees that handle PROVIDER'S funds. The amount of the bond must be equivalent to the highest daily cash balance of the PROVIDER. Proof of this bonding must be submitted to the COUNTY prior to the date of execution of this contract.

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this contract by giving twenty-four (24) hours written notice to the **PROVIDER** by certified mail following a determination by the Board of **COUNTY** Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the **COUNTY**. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by certified mail of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this contract shall cease on the effective date of termination.

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided. The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That it will comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any county or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That it will comply with Chapter 760, Florida Statutes, and Lee County Ordinance Number 13-04 which prohibit discrimination in housing on the basis of race, color, national origin, sex, religion, disability or familial status.
- C. That it will comply with Chapter 760, Florida Statutes which prohibit discrimination in employment on the basis of race, color, national origin, sex, religion, disability or marital status.
- D. That it will administer its programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.

- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That it will comply with the Americans with Disabilities Act of 1990, Public Law (P. L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- H. That it shall report any unusual incidents involving funded activities to the **COUNTY**, in writing, within five (5) calendar days of the occurrence or the **COUNTY** may terminate this contract. Unusual incidents include, but are not limited to those events which are reported to local police authorities by the **PROVIDER** or any person whose report requires any type of response by local law enforcement authorities; those events which result in physical injury to a person receiving **PROVIDER** services that are underwritten in any way by the **COUNTY**; or, those incidents or events which result in a report to or investigation arising from a call to the Florida Abuse Hotline. In accordance with Chapter 415, Florida Statute, an employee of the **PROVIDER** who knows or has reasonable cause to suspect that a child, aged person, or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the statewide toll-free number (1-800-96-ABUSE).
- I. That it will comply with Section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature, State or County agencies.
- J. That it will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for county funds.
- K. That it will acknowledge support for programs funded by Lee County.
- L. That it will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include articles of incorporation and bylaws within ten (10) working days of the effective date.

ARTICLE X NOTICES

Official notices concerning this contract shall be directed to the following authorized representatives:

COUNTY:

ATTN: Mikki Rozdolski, Manager, Planning Section
Lee County Department of Community Development

Address: P.O. Box 398, Fort Myers, FL 33902-0398

Telephone: (239) 533-8309

Fax: (239) 485-8344

E-mail: MRozdolski@leegov.com

PROVIDER:

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Web site address: _____

E-mail: _____

The signatures of the persons shown below are designated and authorized to sign all applicable reports:

Name: David M. Loveland, AICP
(typed)

OR

Name: _____
(typed)

Signature

Signature

Director, Dept. of Community Development
Title

_____ Title

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this contract.

ARTICLE XI SPECIAL PROVISIONS

A. If needed, **PROVIDER** may be called upon to assist county during a natural disaster or emergency.

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

This contract and its **attachments**, and any **exhibits** referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, **PROVIDER** and **COUNTY** have caused this contract, to be executed by their undersigned officials as duly authorized.

PROVIDER:

COUNTY: LEE COUNTY

By: _____
Name (typed)

By: _____
Name (typed)

Signature of authorized officer

Signature of authorized officer

Title

Chair – Lee County Board of County Commissioners
Title

Date

Date

NOTARY:

**ATTEST: LINDA DOGGETT
CLERK OF CIRCUIT COURT**

By: _____
Notary of Public (Signature)

By: _____

Name (Typed)

Title: _____

Date: _____

(STAMP / SEAL REQUIRED)

**APPROVED AS TO FORM FOR THE RELIANCE
OF LEE COUNTY ONLY**

By: _____

Title: _____
COUNTY ATTORNEY'S OFFICE

Date: _____

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This attachment outlines audit requirements for non-federal entities or subrecipients, hereinafter known as the Contractor. This attachment shall apply when the Contractor has obtained Federal and/or State funding from Lee County. Each subrecipient is responsible for complying with the Single Audit Act of 1984 (Public Law (P. L.) 98-502), the Single Audit Act Amendments of 1996 (Public Law (P. L.) 104-156), and 29 CFR, Part 96, of the Department of Labor Regulations that implements Office of Management and Budget (OMB) Circular A-133. Also, each subrecipient is responsible for complying with the Florida Single Audit Act (FS 216.3491) (as applicable).

NOTE: Subrecipients/Contractors that are State Departments, State Universities and/or State Community Colleges are audited annually by the Office of the State Auditor General, and are not required to have additional independent audits performed as outlined by this Attachment. Additionally, copies of the State Auditor General's audit report is transmitted directly to Agency for Workforce Innovation (AWI) by that office. No further actions are required by the entities (as Contractors) referenced in this paragraph.

The Contractor agrees to have an annual financial and compliance audit as specified by The Single Audit Act of 1996 and OMB Circular A-133. **An annual audit is required if the Subrecipient/Contractor has Federal expenditures of \$500,000 or more in a fiscal year. This includes all Federal funds received from all funding sources, not just the funds awarded under this contract.** The audits are to be performed by independent auditors in accordance with the current Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, and in compliance with OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

The Contractor agrees to have an annual State financial and compliance audit, if the total expenditures are \$500,000 or more in a fiscal year (i.e. state financial assistance provided to carry out a state project) in accordance with auditing standards as stated in the Rules of the Auditor General. The Contractor must have a single audit or project-specific audit for such fiscal year in accordance with section 216.3491, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Rules of the Auditor General Chapter 10.600.

Audit Requirements for States, Local Governments and Nonprofit Organizations:

Non-federal organizations that expend \$500,000 or more in a fiscal year in Federal awards (**all Federal funding sources must be considered**) must have a single audit or a program-specific audit conducted for that fiscal year in accordance with current Government Auditing Standards issued by the Comptroller General of the United States, and in compliance with The Single Audit Act of 1984 (Public Law (P. L.) 98-502), the Single Audit Act Amendments of 1996 (Public Law (P. L.) 104-156) and OMB Circular A-133 "Audits of States Local Governments, and Non-Profit Organizations".

Single Audit – Single Audit means an audit that includes both the entity’s financial statements and the Federal awards requirements as described in the OMB Circular A-133. A State single audit means an audit of a non-state entity’s financial statements and state awards. A Single Audit also includes a report on Internal Controls and a report on Program Compliance.

Program-Specific Audit – A Program-Specific Audit means an audit of **one Federal program** as provided in the OMB Circular A-133. Additionally, a state program-specific audit means an audit of **one state project** in accordance with the requirements of FS Section 216.3491.

The cost of audits conducted in accordance with the Single Audit Act and/or the provisions of Section 216.3491, Florida Statutes, must be paid from non-Federal/non-State funds (i.e., the cost of such an audit must be paid from subrecipient/contractor funds obtained from other than Federal/State sources)

SAMPLE

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of work: _____
 - b. The amount of funds awarded under this grant is \$_____. The County is not obligated or authorized to award any funds in addition to this amount.
 - c. The purchase price of home ownership units must not exceed the maximum amount specified in the applicable Local Housing Assistance Plan (LHAP), and must meet affordability requirements in order to qualify as eligible.
 - d. The **PROVIDER** is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The **COUNTY** agrees to provide reimbursement drawdowns to the **PROVIDER**, upon receipt and verification of the **PROVIDER**'s request and documentation for project costs pursuant to and as defined in Subsection 1. a. up to a maximum of \$100,000.00 or the amount of actual cash expended by the **PROVIDER** for project work, whichever is less.
 3. The **PROVIDER** is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119, Public Records.

Every person who has custody of a public record shall permit the record to be inspected and examined by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public record or the custodian's designee.

Before any person is granted access to the records related to these funds (except governmental agencies or their agents who are entitled to access to the records specified in this paragraph for the purposes of auditing federal, state, or local housing programs or housing assistance programs), please seek the advice of your legal counsel or contact the Lee County Division of Planning who shall seek counsel from the Office of the Lee County Attorney. Home addresses, telephone numbers, social security numbers, photographs, and places of employment of the certain personnel, spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from public record. Medical history records, bank account numbers, credit card numbers, telephone numbers, and information related to health or property insurance furnished by an individual to any agency pursuant to federal, state, or local housing assistance programs are confidential and exempt. Any other information produced or received by any private or public entity in direct connection with federal, state, or local housing assistance programs, unless the subject of another federal or state exemption, is subject to public records requests.

A person who has custody of a public record and who asserts that an exemption or special law applies to a particular public record or part of such record shall delete or excise from the record only that portion

of the record with respect to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and examination.

4. The **PROVIDER** agrees to perform all necessary requirements to assist the **COUNTY** in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The **COUNTY** shall be provided access to all contracts of the **PROVIDER** for the procurement of goods and/or services relating to the project work described in Subsection 1. a. herein, and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the **COUNTY** of any financial liability in connection with said contracts.
6. The **PROVIDER** shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The **PROVIDER** will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work). The **PROVIDER** shall further serve as the agent for the homebuyer in all communications with the selected builder and ensure a timely completion of construction proceedings, as the buyer's agent.
7. The **PROVIDER** shall ensure that clear/marketable title is obtained for all properties to be purchased, conveyed, or made a part of in any way, a subsidy request package submitted to the **COUNTY** for assistance.
8. The **COUNTY** shall be provided access to all detailed plans, specifications and home buyer incomes relating to the project and records relating thereto describe in Subsection 1.a herein, to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the **PROVIDER** for a period of seven (7) years following the effective date of contract. The following documentation at a minimum must be available for inspections at all reasonable times by the **COUNTY** or their assigns:
 - a. Applicant Intake Forms
 - b. Income Verification and Certification Forms
 - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary
 - d. Good Faith Estimate
 - e. Final Appraisal of Property
 - f. Loan Application or copy of lender Application
 - g. Verification of Deposit of beneficiary
 - h. Verification of Employment for beneficiary
 - i. Certificate of Occupancy.
9. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Section 420.907, Florida Administrative Code Rule Chapters 67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance Number 95-17, as amended, and in particular:
 - a. Income limits
 - b. Definition of Affordability
 - c. Non-discrimination

- d. Maximum production or purchase cost
- e. Maximum SHIP funds per unit
- f. Compliance reporting as required per project

10. The **PROVIDER** shall provide to the **COUNTY** proof, or make available the following, as applicable, for each beneficiary prior to receiving final payment:

- a. SHIP Program Recipient Profile form

APPLICATION DOCUMENTS:

- b. Authorization for Release of Information Form
- c. Income Verification Form(s)
- d. Income Certification Form
- e. Proof of Property Ownership
- f. Application for Program Assistance
- g. Letter of Commitment
- h. Homeownership Training Course Certificate

CONSTRUCTION DOCUMENTS:

- i. Cost Estimate and Work Write-up
- j. Contractor(s) Bid or Proposal
- k. Contractor/Homeowner or Home Buyer Contract
- l. Work Inspection Reports
- m. Construction Payment Requests
- n. Certificate of Occupancy or Completion
- o. Final Payment Release
- p. Change Orders (if applicable)
- q. Summary per Unit Budget & Actual Expenditures

CLOSING DOCUMENTS:

- r. Recorded SHIP Lien Document(s) with Recapture Provisions showing the Lee County Department of Community Development, Planning Division as Mortgagee
- s. HUD 1 Settlement or Closing Disclosure Statement
- t. All Recorded Mortgage and Note Document(s)
- u. Release of Liens
- v. Title Policy for Title Insurance on the Lee County SHIP Mortgage
- w. Final Inspection Report
- x. Appraisal

RENTAL

CSFA # 52.901
Contract No. SHIP C-
Funding Source: LB 5540513801.508309 S/L LB025

**AGREEMENT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And**

THIS Service Capital (check one) CONTRACT entered this ___ day of ___ 20___, between LEE COUNTY hereinafter referred to as COUNTY and _____ an entity statutorily created under Chapter 421 Florida Status doing business in Lee County, Florida and, hereinafter referred to as "PROVIDER".

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to Lee County through the PROVIDER according to this contract, the agency's intent as stated in the proposal and attachments and/or exhibits and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein COUNTY and the PROVIDER agree as follows:

ARTICLE I SCOPE OF SERVICES

The COUNTY has awarded the following amounts for each program listed below. The PROVIDER will be responsible for implementing these program(s) for the residents of Lee County: Program(s) must be implemented in accordance with the approved proposal(s) and exhibits/attachments.

ARTICLE II TERM OF CONTRACT

This contract shall begin _____ and ends _____ unless terminated as specified in Article VIII, Suspension/Termination, herein.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the COUNTY to the PROVIDER and the PROVIDER agrees to accept as full compensation the total amount not to exceed \$_____ during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, Article VIII, Suspension/Termination and Attachment 2. Funding is contingent upon the COUNTY receiving the related State funds. The COUNTY disburses funds on a reimbursement basis.

B. Deferred Payment/Return of Funds

The PROVIDER agrees to return to the COUNTY any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the

COUNTY within thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

It is at the option of the **COUNTY** to defer payment to the **PROVIDER** for noncompliance with contract deliverables or during the period of a county audit or monitoring due to questionable items. If as a result of the audit or monitoring, unallowable or unsupported costs are found, no further payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County.

C. Required Reports

1. **Financial and Compliance Audit Requirements in Attachment 1**
2. **A General Progress Report at least once every twelve months**

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit employees duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** may deliver to the **PROVIDER** a written report regarding the manner in which goods or services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within a time specified by the **COUNTY** may result in the withholding of payments, being deemed in noncompliance, or termination of this contract.

PROVIDER must supply **COUNTY** with copies of all monitoring reports of programs which are also funded by the **COUNTY**, including agency response, within thirty (30) days of receipt.

B. Audit and Inspections

The **PROVIDER** will make all records referenced in Article IV. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit division, the Federal or State grantor agency (if applicable), Lee County employees, or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (**CPA**) that are pertinent to the contract in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization is noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or

inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

D. Independent Audit

An original, bound annual audit of the **PROVIDER'S** financial statements in accordance with Financial Accounting Standards Board (FASB) 117, or current Generally Accepted Government Auditing (GAGA) Standards as applicable including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls if required, and management's response to such letter if required, must be submitted to the **COUNTY** no later than **180** days following the end of the **PROVIDER'S** fiscal year along with any corrective action plan if applicable.

The audit must be conducted by an independent licensed certified public accountant who has received an unmodified opinion on their current Peer Review and must be in accordance with Auditing Standards Generally Accepted in the United States, and generally accepted Government Auditing Standards, Office of Management and Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and other Non-Profit Organizations" if applicable, the Florida Single Audit Act (F.S. Section 215.97), if applicable, and the Auditor General Rule 10.550, if applicable. The audit must detail the programs or service areas that are funded by Lee County either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s) and exhibit(s).

The **PROVIDER** agrees to comply with all **FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS** as specified in Attachment A1.

Failure to submit the report within the required time frame will result in the withholding of payment. The **COUNTY** may terminate the contract if the **PROVIDER** fails to submit reports within 3 days of receiving written notice by the **COUNTY**.

ARTICLE V MODIFICATIONS

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed and dated by both parties.

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is mutually agreed that the **PROVIDER** is an independent contractor and not an agent or employee of the **COUNTY**.

B. Subcontracts

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ARTICLE VII RISK MANAGEMENT

A. Indemnification

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance

The **PROVIDER** agrees to provide and maintain during the term of this contract Commercial General Liability insurance insuring the **PROVIDER** against any and all claims, demands, or causes of action whatsoever for injuries received or damage to property incurred in the performance of the terms of this Contract or the use, occupation, management, or control of any facility herein provided for and the improvements thereto. Such a policy of insurance will insure the **PROVIDER** in an amount not less than \$300,000 to cover any and all bodily injury, personal injury. And/or property damage claim connected with any **COUNTY** accident or occurrence that may arise or be claimed to have arisen against the **PROVIDER**. The **PROVIDER** must furnish an appropriate Certificate of Insurance (**Exhibit**) naming Lee County Board of County Commissioners as Certificate Holder and Additional insured. The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDERS** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. Certificates of Insurance and bonding and renewals must be submitted to:

Risk Management
Lee County Board of County Commissioners
P.O. Box 398, Fort Myers, Florida 33902-0398

C. Bonding

The **PROVIDER** must provide fidelity bonding for all employees that handle **PROVIDER'S** funds. The amount of the bond must be equivalent to the highest daily cash balance of the **PROVIDER**. Proof of this bonding must be submitted to the **COUNTY** prior to the date of execution of this contract.

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this contract by giving twenty-four (24) hours written notice to the **PROVIDER** by certified mail following a determination by the Board of **COUNTY** Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the **COUNTY**. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by certified mail of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this contract shall cease on the effective date of termination.

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided. The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A.** That it will comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any county or local ordinance or the requirements of obtaining any permits or

licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.

- B. That it will comply with Chapter 760, Florida Statutes, Number 13-04 which prohibit discrimination in housing on the basis of race, color, national origin, sex, religion, disability or familial status.
- C. That it will comply with Chapter 760, Florida Statutes, which prohibit discrimination in employment on the basis of race, color, national origin, sex, religion, disability or marital status.
- D. That it will administer its programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That it will comply with the Americans with Disabilities Act of 1990, Public Law (P.L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- H. That it shall report any unusual incidents involving funded activities to the **COUNTY**, in writing, within five (5) calendar days of the occurrence or the **COUNTY** may terminate this contract. Unusual incidents include, but are not limited to those events which are reported to local police authorities by the **PROVIDER** or any person whose report requires any type of response by local law enforcement authorities; those events which result in physical injury to a person receiving **PROVIDER** services that are underwritten in any way by the **COUNTY**; or, those incidents or events which result in a report to or investigation arising from a call to the Florida Abuse Hotline. In accordance with Chapter 415, Florida Statute, an employee of the **PROVIDER** who knows or has reasonable cause to suspect that a child, aged person, or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the statewide toll-free number (1-800-96- ABUSE).
- I. That it will comply with Section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature, State or County agencies.
- J. That it will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for county funds.
- K. That it will acknowledge support for programs funded by Lee County.
- L. That it will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include articles of incorporation and bylaws within ten (10) working days of the effective date.

ARTICLE X NOTICES

Official notices concerning this contract shall be directed to the following authorized representatives:

COUNTY:

ATTN: Mikki Rozdolski, Manager, Planning Section
Lee County Department of Community Development

Address: P.O. Box 398, Fort Myers, FL 33902-0398

Telephone: (239) 533-8309

Fax: (239) 485-8344

E-mail: MRozdolski@leegov.com

PROVIDER:

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Web site address: _____

E-mail: _____

The signatures of the persons shown below are designated and authorized to sign all applicable reports:

Name: David M. Loveland, AICP
(typed)

OR

Name: _____
(typed)

Signature

Signature

Director, Dept. of Community Development
Title

Title

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this contract.

ARTICLE XI SPECIAL PROVISIONS

A. If needed, **PROVIDER** may be called upon to assist county during a natural disaster or emergency.

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

This contract and its **attachments**, and any **exhibits** referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, **PROVIDER** and **COUNTY** have caused this contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

COUNTY: LEE COUNTY

By: _____
Name (typed)

By: _____
Name (typed)

Signature of authorized officer

Signature of authorized officer

Title

Chair – Lee County Board of County Commissioners
Title

Date

Date

NOTARY:

**ATTEST: LINDA DOGGETT
CLERK OF CIRCUIT COURT**

By: _____
Notary of Public (Signature)

By: _____

Name (Typed)

Title: _____

Date: _____

(STAMP / SEAL REQUIRED)

**APPROVED AS TO FORM FOR THE RELIANCE
OF LEE COUNTY ONLY**

By: _____

Title: _____
COUNTY ATTORNEY'S OFFICE

Date: _____

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This attachment outlines audit requirements for non-federal entities or subrecipients, hereinafter known as the Contractor. This attachment shall apply when the Contractor has obtained Federal and/or State funding from Lee County. Each subrecipient is responsible for complying with the Single Audit Act of 1984 (Public Law (P.L.) 98-502), the Single Audit Act Amendments of 1996 (Public Law (P.L.) 104-156), and 29 CFR, Part 96, of the Department of Labor Regulations that implements Office of Management and Budget (OMB) Circular A-133. Also, each subrecipient is responsible for complying with the Florida Single Audit Act (FS 216.3491) (as applicable).

NOTE: Subrecipients/Contractors that are State Departments, State Universities and/or State Community Colleges are audited annually by the Office of the State Auditor General, and are not required to have additional independent audits performed as outlined by this Attachment. Additionally, copies of the State Auditor General's audit report is transmitted directly to Agency for Workforce Innovation (AWI) by that office. No further actions are required by the entities (as Contractors) referenced in this paragraph.

The Contractor agrees to have an annual financial and compliance audit as specified by The Single Audit Act of 1996 and OMB Circular A-133. **An annual audit is required if the Subrecipient/Contractor has Federal expenditures of \$500,000 or more in a fiscal year. This includes all Federal funds received from all funding sources, not just the funds awarded under this contract.** The audits are to be performed by independent auditors in accordance with the current Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, and in compliance with OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

The Contractor agrees to have an annual State financial and compliance audit, if the total expenditures are \$500,000 or more in a fiscal year (i.e. state financial assistance provided to carry out a state project) in accordance with auditing standards as stated in the Rules of the Auditor General. The Contractor must have a single audit or project-specific audit for such fiscal year in accordance with section 216.3491, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Rules of the Auditor General Chapter 10.600.

Audit Requirements for States, Local Governments and Nonprofit Organizations:

Non-federal organizations that expend \$500,000 or more in a fiscal year in Federal awards (**all Federal funding sources must be considered**) must have a single audit or a program-specific audit conducted for that fiscal year in accordance with current Government Auditing Standards issued by the Comptroller General of the United States, and in compliance with The Single Audit Act of 1984 (Public Law 98-502), the Single Audit Act Amendments of 1996 (Public Law 104-156) and OMB Circular A-133 "Audits of States Local Governments, and Non-Profit Organizations".

Single Audit – Single Audit means an audit that includes both the entity’s financial statements and the Federal awards requirements as described in the OMB Circular A-133. A State single audit means an audit of a non-state entity’s financial statements and state awards. A Single Audit also includes a report on Internal Controls and a report on Program Compliance.

Program-Specific Audit – A Program-Specific Audit means an audit of **one Federal program** as provided in the OMB Circular A-133. Additionally, a state program-specific audit means an audit of **one state project** in accordance with the requirements of FS Section 216.3491.

No Audit Exemption:

Even when cumulative (all programs considered) Federal and/or State award expenditures are less than \$500,000 in a fiscal year, an audit is required.

The cost of audits conducted in accordance with the Single Audit Act and/or the provisions of Section 216.3491, Florida Statutes, must be paid from non-Federal/non-State funds (i.e., the cost of such an audit must be paid from subrecipient/contractor funds obtained from other than Federal/State sources).

SAMPLE

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: _____
 - b. The amount of funds awarded under this grant is \$ _____. The **COUNTY** is not obligated or authorized to award any funds in addition to this amount.
 - c. The **PROVIDER** is expected to make reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County, or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The **COUNTY** agrees to provide reimbursement drawdowns to the **PROVIDER**, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1.a. up to a maximum of \$100,000 or the amount of actual cash expended by the **PROVIDER** for project work, whichever is less.
 3. The **PROVIDER** is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119, Public Records.

Every person who has custody of a public record shall permit the record to be inspected and examined by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public record or the custodian's designee.

Before any person is granted access to the records related to these funds (except governmental agencies or their agents who are entitled to access to the records specified in this paragraph for the purposes of auditing federal, state, or local housing programs or housing assistance programs), please seek the advice of your legal counsel or contact the Lee County Division of Planning who shall seek counsel from the Office of the Lee County Attorney. Home addresses, telephone numbers, social security numbers, photographs, and places of employment of the certain personnel, spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from public record. Medical history records, bank account numbers, credit card numbers, telephone numbers, and information related to health or property insurance furnished by an individual to any agency pursuant to federal, state, or local housing assistance programs are confidential and exempt. Any other information produced or received by any private or public entity in direct connection with federal, state, or local housing assistance programs, unless the subject of another federal or state exemption, is subject to public records requests.

A person who has custody of a public record and who asserts that an exemption or special law applies to a particular public record or part of such record shall delete or excise from the record only that portion of the record with respect to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and examination.

4. The **PROVIDER** agrees to perform all necessary requirements to assist the **COUNTY** in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The **COUNTY** shall be provided access to all contracts of the **PROVIDER** for the procurement of goods and/or services relating to the project work described in Subsection 1.a. herein, and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the **COUNTY** of any financial liability in connection with said contracts.
6. The **PROVIDER** shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The **PROVIDER** will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work).
7. The **COUNTY** shall be provided access to detailed plans, specifications and tenant income levels relating to the project described in Subsection 1.a. herein, to assure compliance with the objectives, requirements and limitations of the Lee County SHIP affordable housing program. **Documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of fifteen years following effective date of contract.**
8. The **PROVIDER** shall provide to the **COUNTY** proof of the following prior to receiving final payment:
 - a. Applicant Intake Forms
 - b. Income Verification and Certification Forms
 - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary
 - d. Proof of affordability of units. Monthly rents cannot exceed 30 percent of an amount representing the percentage of the median anticipated annual income adjusted for family size for the household. In addition, all rental units must be rented at affordable rates (i.e.: rents will not exceed those limits adjusted for the number of bedrooms published by the Florida Housing Finance Corporation).
 - e. Certificate of Compliance/Completion
9. All projects must be in compliance with the rules and regulations of 24 CFR Part 5 (Income Limits, Annual Income, Rent, and Examinations for the Public Housing and Section 8 Programs), the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Section 420.907, Florida Administrative Code Rule Chapters 67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance Number 95-17, as amended, and in particular:
 - a. Income limits
 - b. Definition of Affordability
 - c. Non-discrimination
 - d. Maximum rent
 - e. Maximum SHIP funds per unit
 - f. Compliance reporting as required per project
10. The **PROVIDER** shall provide to the **COUNTY** proof of the following, as applicable, for each beneficiary prior to receiving final payment:
 - a. SHIP Program Recipient Profile Form
 - b. Certificate of Hazard Insurance naming Lee County as co-insured

- c. Budget and Actual expended Summary per unit form
- d. Proof of Affordability of Units

SAMPLE

HOMEOWNER REHAB

CSFA # 52.901
Contract No. SHIP C-_____
Funding Source: LB 5540513801.508309 S/L LB025

AGREEMENT BETWEEN THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND

THIS Service Capital (check one) CONTRACT entered this _____ day of _____ 20____, between LEE COUNTY hereinafter referred to as COUNTY and _____ a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "PROVIDER".

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to Lee County through the PROVIDER according to this contract, the agency's intent as stated in the proposal and attachments and/or exhibits and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein COUNTY and the PROVIDER agree as follows:

ARTICLE I SCOPE OF SERVICES

The COUNTY has awarded the following amounts for each program listed below. The PROVIDER will be responsible for implementing these program(s) for the residents of Lee County: Program(s) must be implemented in accordance with the approved proposal(s) and exhibits/attachments.

ARTICLE II TERM OF CONTRACT

This contract shall begin _____ and ends _____ unless terminated as specified in Article VIII, Suspension/Termination, herein.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the COUNTY to the PROVIDER and the PROVIDER agrees to accept as full compensation the total amount not to exceed \$ _____ during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, Article VIII, Suspension/Termination and Attachment 2. Funding is contingent upon the COUNTY receiving the related State funds. The COUNTY disburses funds on a reimbursement basis.

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

It is at the option of the **COUNTY** to defer payment to the **PROVIDER** for noncompliance with contract deliverables or during the period of a county audit or monitoring due to questionable items. If as a result of the audit or monitoring, unallowable or unsupported costs are found, no further payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County.

C. Required Reports

1. **Financial and Compliance Audit Requirements in Attachment 1**
2. **A General Progress Report at least once every twelve months.**

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit employees duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** may deliver to the **PROVIDER** a written report regarding the manner in which goods or services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in noncompliance, or termination of this contract.

PROVIDER must supply **COUNTY** with copies of all monitoring reports of programs which are also funded by the **COUNTY**, including agency response, within thirty (30) days of receipt.

B. Audit and Inspections

The **PROVIDER** will make all records referenced in Article IV. C. and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit division, the Federal or State grantor agency (if applicable), Lee County employees, or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (**CPA**) that are pertinent to the contract in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization is noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

D. Independent Audit

An original, bound annual audit of the **PROVIDER'S** financial statements in accordance with Financial Accounting Standards Board (FASB) 117, or current Generally Accepted Government Auditing (GAGA) Standards as applicable including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls if required, and management's response to such letter if required, must be submitted to the **COUNTY** no later than **180** days following the end of the **PROVIDER'S** fiscal year along with any corrective action plan if applicable.

The audit must be conducted by an independent licensed certified public accountant who has received an unmodified opinion on their current Peer Review and must be in accordance with Auditing Standards Generally Accepted in the United States, and generally accepted Government Auditing Standards, Office of Management and Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and other Non-Profit Organizations", if applicable, the Florida Single Audit Act (F.S. Section 215.97), if applicable, and the Auditor General Rule 10.550, if applicable. The audit must detail the programs or service areas that are funded by Lee County either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s) and exhibit(s).

The **PROVIDER** agrees to comply with all **FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS** as specified in Attachment 1.

Failure to submit the report within the required time frame will result in the withholding of payment, The **COUNTY** may terminate the contract if the **PROVIDER** fails to submit reports within 3 days of receiving written notice by the **COUNTY**.

ARTICLE V MODIFICATIONS

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed and dated by both parties.

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is mutually agreed that the **PROVIDER** is an independent contractor and not an agent or employee of the **COUNTY**.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any **COUNTY** funded program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII, herein.

ARTICLE VII RISK MANAGEMENT

A. Indemnification

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance

The **PROVIDER** agrees to provide and maintain during the term of this contract Commercial General Liability insurance insuring the **PROVIDER** against any and all claims, demands, or causes of action whatsoever for

injuries received or damage to property incurred in the performance of the terms of this Contract or the use, occupation, management, or control of any facility herein provided for and the improvements thereto. Such a policy of insurance will insure the **PROVIDER** in an amount not less than \$300,000 to cover any and all bodily injury, personal injury. And/or property damage claim connected with any **COUNTY** accident or occurrence that may arise or be claimed to have arisen against the **PROVIDER**. The **PROVIDER** must furnish an appropriate Certificate of Insurance (**Exhibit**) naming Lee County Board of County Commissioners as Certificate Holder and Additional insured. The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDERS** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. Certificates of Insurance and bonding and renewals must be submitted to:

Risk Management
Lee County Board of County Commissioners
P.O. Box 398, Fort Myers, Florida 33902-0398

C. Bonding

The PROVIDER must provide fidelity bonding for all employees that handle PROVIDER'S funds. The amount of the bond must be equivalent to the highest daily cash balance of the PROVIDER. Proof of this bonding must be submitted to the COUNTY prior to the date of execution of this contract.

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this contract by giving twenty-four (24) hours written notice to the **PROVIDER** by certified mail following a determination by the Board of **COUNTY** Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the **COUNTY**. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by certified mail of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this contract shall cease on the effective date of termination.

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided. The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That it will comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any county or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That it will comply with Chapter 760, Florida Statutes, and Lee County Ordinance Number 13-04 which prohibit discrimination in housing on the basis of race, color, national origin, sex, religion, disability or familial status.
- C. That it will comply with Chapter 760, Florida Statutes which prohibit discrimination in employment on the basis of race, color, national origin, sex, religion, disability or marital status.
- D. That it will administer its programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.

- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Section 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That it will comply with the Americans with Disabilities Act of 1990, Public Law (P. L.) 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- H. That it shall report any unusual incidents involving funded activities to the **COUNTY**, in writing, within five (5) calendar days of the occurrence or the **COUNTY** may terminate this contract. Unusual incidents include, but are not limited to those events which are reported to local police authorities by the **PROVIDER** or any person whose report requires any type of response by local law enforcement authorities; those events which result in physical injury to a person receiving **PROVIDER** services that are underwritten in any way by the **COUNTY**; or, those incidents or events which result in a report to or investigation arising from a call to the Florida Abuse Hotline. In accordance with Chapter 415, Florida Statute, an employee of the **PROVIDER** who knows or has reasonable cause to suspect that a child, aged person, or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the statewide toll-free number (1-800-96-ABUSE).
- I. That it will comply with Section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature, State or County agencies.
- J. That it will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for county funds.
- K. That it will acknowledge support for programs funded by Lee County.
- L. That it will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include articles of incorporation and bylaws within ten (10) working days of the effective date.

ARTICLE X NOTICES

Official notices concerning this contract shall be directed to the following authorized representatives:

COUNTY:

ATTN: Mikki Rozdolski, Manager, Planning Section
Lee County Department of Community Development

Address: P.O. Box 398, Fort Myers, FL 33902-0398

Telephone: (239) 533-8309

Fax: (239) 485-8344

E-mail: MRozdolski@leegov.com

PROVIDER:

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Web site address: _____

E-mail: _____

The signatures of the persons shown below are designated and authorized to sign all applicable reports:

Name: David M. Loveland, AICP
(typed)

OR

Name: _____
(typed)

Signature

Signature

Director, Dept. of Community Development
Title

Title

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this contract.

ARTICLE XI SPECIAL PROVISIONS

A. If needed, **PROVIDER** may be called upon to assist county during a natural disaster or emergency.

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

This contract and its **attachments**, and any **exhibits** referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, **PROVIDER** and **COUNTY** have caused this contract, to be executed by their undersigned officials as duly authorized.

PROVIDER:

COUNTY: LEE COUNTY

By: _____
Name (typed)

By: _____
Name (typed)

Signature of authorized officer

Signature of authorized officer

Title

Chair – Lee County Board of County Commissioners

Title

Date

Date

NOTARY:

**ATTEST: LINDA DOGGETT
CLERK OF CIRCUIT COURT**

By: _____
Notary of Public (Signature)

By: _____

Name (Typed)

Title: _____

Date: _____

(STAMP / SEAL REQUIRED)

**APPROVED AS TO FORM FOR THE RELIANCE
OF LEE COUNTY ONLY**

By: _____

Title: _____
COUNTY ATTORNEY'S OFFICE

Date: _____

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This attachment outlines audit requirements for non-federal entities or subrecipients, hereinafter known as the Contractor. This attachment shall apply when the Contractor has obtained Federal and/or State funding from Lee County. Each subrecipient is responsible for complying with the Single Audit Act of 1984 (Public Law (P. L.) 98-502), the Single Audit Act Amendments of 1996 (Public Law (P. L.) 104-156), and 29 CFR, Part 96, of the Department of Labor Regulations that implements Office of Management and Budget (OMB) Circular A-133. Also, each subrecipient is responsible for complying with the Florida Single Audit Act (FS 216.3491) (as applicable).

NOTE: Subrecipients/Contractors that are State Departments, State Universities and/or State Community Colleges are audited annually by the Office of the State Auditor General, and are not required to have additional independent audits performed as outlined by this Attachment. Additionally, copies of the State Auditor General's audit report is transmitted directly to Agency for Workforce Innovation (AWI) by that office. No further actions are required by the entities (as Contractors) referenced in this paragraph.

The Contractor agrees to have an annual financial and compliance audit as specified by The Single Audit Act of 1996 and OMB Circular A-133. **An annual audit is required if the Subrecipient/Contractor has Federal expenditures of \$500,000 or more in a fiscal year. This includes all Federal funds received from all funding sources, not just the funds awarded under this contract.** The audits are to be performed by independent auditors in accordance with the current Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, and in compliance with OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

The Contractor agrees to have an annual State financial and compliance audit, if the total expenditures are \$500,000 or more in a fiscal year (i.e. state financial assistance provided to carry out a state project) in accordance with auditing standards as stated in the Rules of the Auditor General. The Contractor must have a single audit or project-specific audit for such fiscal year in accordance with section 216.3491, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Rules of the Auditor General Chapter 10.600.

Audit Requirements for States, Local Governments and Nonprofit Organizations:

Non-federal organizations that expend \$500,000 or more in a fiscal year in Federal awards (**all Federal funding sources must be considered**) must have a single audit or a program-specific audit conducted for that fiscal year in accordance with current Government Auditing Standards issued by the Comptroller General of the United States, and in compliance with The Single Audit Act of 1984 (Public Law (P. L.) 98-502), the Single Audit Act Amendments of 1996 (Public Law (P. L.) 104-156) and OMB Circular A-133 "Audits of States Local Governments, and Non-Profit Organizations".

Single Audit – Single Audit means an audit that includes both the entity’s financial statements and the Federal awards requirements as described in the OMB Circular A-133. A State single audit means an audit of a non-state entity’s financial statements and state awards. A Single Audit also includes a report on Internal Controls and a report on Program Compliance.

Program-Specific Audit – A Program-Specific Audit means an audit of **one Federal program** as provided in the OMB Circular A-133. Additionally, a state program-specific audit means an audit of **one state project** in accordance with the requirements of FS Section 216.3491.

The cost of audits conducted in accordance with the Single Audit Act and/or the provisions of Section 216.3491, Florida Statutes, must be paid from non-Federal/non-State funds (i.e., the cost of such an audit must be paid from subrecipient/contractor funds obtained from other than Federal/State sources).

SAMPLE

I. AWARD

1. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: _____
2. The amount of funds awarded under this grant is \$ _____ The **COUNTY** agrees to reimburse the **PROVIDER**, upon completion of each house and receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in this Contract. The **COUNTY** is not obligated or authorized to award any funds in addition to this amount.
3. The value of the dwelling units must not exceed the maximum amount specified in the applicable Local Housing Assistance Plan (LHAP), and must meet affordability requirements in order to qualify as eligible.
4. The **PROVIDER** is expected to make reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.

II. RECORDS AND MONITORING

1. The **PROVIDER** is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119, Public Records.

Every person who has custody of a public record shall permit the record to be inspected and examined by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public record or the custodian's designee.

Before any person is granted access to the records related to these funds (except governmental agencies or their agents who are entitled to access to the records specified in this paragraph for the purposes of auditing federal, state, or local housing programs or housing assistance programs), please seek the advice of your legal counsel or contact the Lee County Division of Planning who shall seek counsel from the Office of the Lee County Attorney. Home addresses, telephone numbers, social security numbers, photographs, and places of employment of the certain personnel, spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from public record. Medical history records, bank account numbers, credit card numbers, telephone numbers, and information related to health or property insurance furnished by an individual to any agency pursuant to federal, state, or local housing assistance programs are confidential and exempt. Any other information produced or received by any private or public entity in direct connection with federal, state, or local housing assistance programs, unless the subject of another federal or state exemption is subject to public records requests.

A person who has custody of a public record and who asserts that an exemption or special law applies to a particular public record or part of such record shall delete or excise from the record only that portion of the record with respect to which an exemption has been asserted and validly

applies, and such person shall produce the remainder of such record for inspection and examination.

2. The **PROVIDER** agrees to perform all necessary requirements to assist the **COUNTY** in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.

3. The **COUNTY** shall be provided access to all contracts of the **PROVIDER** for the procurement of goods and/or services relating to the project work described in Subsection 1. a. herein, and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the **COUNTY** of any financial liability in connection with said contracts.

4. The **PROVIDER** shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The **PROVIDER** will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work). The **PROVIDER** shall further serve as the agent for the homeowner in all communications with the selected contractors and ensure a timely completion of rehabilitation proceedings, as the owner's agent.

5. The **COUNTY** shall be provided access to all detailed plans, specifications and home buyer incomes relating to the project and records relating thereto describe in subsection 1-a. herein, to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of seven (7) years following the effective date of contract. The following documentation at a minimum must be available for inspections at all reasonable times by the **COUNTY** or their assigns:

- Applicant Intake Forms
- Income Verification and Certification Forms
- Release of Information
- Acknowledgment of SHIP terms signed by beneficiary
- Verification of Assets of beneficiary
- Verification of Employment for beneficiary
- Certificate of Compliance/Completion

6. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Section 420.907, Florida Administrative Code Rule Chapters 67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance Number 95-17, as amended, and in particular:

- Income limits
- Definition of Affordability
- Non-discrimination
- Maximum production or purchase cost
- Maximum SHIP funds per unit
- Compliance reporting as required per project

III. APPLICATION, CONSTRUCTION, AND CLOSING DOCUMENTS

The **PROVIDER** shall provide to the **COUNTY** proof or make available the following application documents, construction documents and closing documents, as applicable, for each beneficiary prior to receiving reimbursement for the completed project. A list of these documents is found in the Lee County SHIP Homeowner Rehabilitation Completion Checklist which must be submitted to the County as each project is completed.

APPLICATION DOCUMENTS: The **PROVIDER** shall maintain a list of eligible applicants in order of receipt of the signed application and documents listed below. Participants will be selected on a first come, first ready basis; very-low and low income households will be given priority.

1. **Owner's Application Form including the list of work requested**
2. **Proof of Ownership**
3. **Proof of Principal Residence**
4. **Proof that the owner is current on property taxes**
5. **Proof that the owner's mortgage is in good standing**
6. **Proof of homeowner's insurance**
7. **Income Certification of applicant** (include authorization of release of information, income verification and income certification forms per SHIP regulations)

CONSTRUCTION DOCUMENTS:

8. **Work Write-Up, Scope and Cost Estimates:** The **PROVIDER** will interview the homeowner, conduct walk through, develop a work write-up, scope and cost estimate and provide a copy to the **COUNTY**. The **PROVIDER** will use SHIP funds to meet local building codes and ordinances and to correct situations which threaten the health and safety of owners and which increase the useful life, safety or energy efficiency of the building.

The **PROVIDER** is recognized by the **COUNTY** as not being a licensed contractor. However, to the extent applicable, the **PROVIDER**, as a subrecipient of SHIP Program Funding, shall comply with the provisions of Articles IV, V and VI of the "Contractors Handbook SHIP Housing Rehabilitation Demolition and Reconstruction Programs" hereinafter referred to as the "Contractors Handbook" by the Florida Housing Coalition July 2008 which is incorporated by reference. Labor or Materials paid for with SHIP funds shall conform to the specifications (unless otherwise agreed) set forth in the "Contractor Handbook"

If the owner-applicant does not approve of the work write-up, scope, cost estimate or materials to be used, no SHIP funds will be expended on the project. While construction activities will not be undertaken just to improve the aesthetics of the residence, at the completion of a project the residence should have an adequate and generally acceptable curb appeal. SHIP funds will not be used for recreational items such as barbeques, swimming pools, saunas etc.

To the extent feasible green building techniques and materials should be incorporated into rehabilitation projects. In the event of any conflict or inconsistency between the

terms of this Agreement and the terms of the Contractors Handbook, the terms of the Agreement shall control.

9. **Three bids or estimates for the selection of labor or materials to be paid for with SHIP funds:** To be reimbursed with SHIP funds for labor or material used in a project, the **PROVIDER** will have to provide the **COUNTY** with at least three bids or estimates. The lowest bid will be selected provided it complies with the work write-up, scope and cost estimate of work unless there is a mitigating circumstance which is documented and approved by the **COUNTY**.
10. **Rehabilitation Contract Conference.** The **PROVIDER** shall meet with the homeowner and contractor and explain the work write-up, scope, specifications of the project and the terms of the Contract between the **PROVIDER** and the homeowner; including the fact that the **PROVIDER** will execute a mortgage on behalf of the **COUNTY** for costs associated with this project.
11. **Contract with the Homeowner.** A Rehabilitation Agreement between the homeowner and the **PROVIDER** with work write-up, scope and cost estimate with specifications for the use of SHIP funds shall be executed with a copy provided to the **COUNTY**.
12. **SHIP Mortgage and Note Agreement signed by the homeowner and executed by the PROVIDER on behalf of the COUNTY.** To prevent an unauthorized sale or transfer of title while work is in progress a SHIP Mortgage and Note which secures the property during rehabilitation will be signed by the homeowner and executed by the **PROVIDER** on behalf of the **COUNTY**.
13. **Notice to Proceed from the COUNTY to the PROVIDER.**
14. **Notice of Commencement**
15. **Copy of the General Contractor's License**
16. **General Contractor Information Sheet**
17. **General Contractor Liability Insurance**
18. **List of Subcontractors and Material Suppliers**
19. **Change Orders if applicable.** The **PROVIDER** agrees that no alteration of materials or labor described in the final work write-up shall take place unless in writing and mutually agreed upon by the homeowner, **PROVIDER** and the **COUNTY**. All changes must be submitted on the Change Order Form provided within the "Contractors Manual," signed and dated by the homeowner, **PROVIDER**, and the **COUNTY**. Any changes made will be bound by the contract and incorporated into the project; subject to the same requirements, policies and procedures as described herein.

CLOSING DOCUMENTS: Upon project completion the **PROVIDER** will be reimbursed for allowable expenditures. The following items must be completed to adequately close a project.

20. **Notification of work completed.**

21. **Final walk through and the final inspection punch list signed by the owner and the contractor.**
22. **A statement of owner satisfaction with the work completed and homeowner evaluation.**
23. **Inspection Record**
24. **Certificate of Compliance/Completion**
25. **One year warranty on all workmanship for the homeowner**
26. **Owner acknowledgement of other warranties provided**
27. **Owner acknowledgement that the construction site is clean and ready for occupancy**
28. **Final executed and recorded SHIP Mortgage and Note (modified if necessary) between the homeowner and the COUNTY.**
29. **Affidavit of Lien waivers from the general contractor and all subcontractors**
30. **Itemized list and invoices for In-Kind goods and services**
31. **Itemized list and invoices for SHIP subsidy (including recording fees)**
32. **Final Payment Certification Form**
33. **Final Payment Received Form**

IV. NO IMPROPER USE:

The **PROVIDER** will not use, nor suffer or permit any person to use in any manner whatsoever, **COUNTY** funds or facilities for any improper, immoral or offensive purpose or for any purpose in violation of any federal, state, county or municipal ordinance, rule order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the **PROVIDER** or if the **COUNTY** or its authorized representative shall deem any conduct on the part of the **PROVIDER** to be objectionable or improper, the **COUNTY** shall have the right to suspend the Contract with the **PROVIDER**. Should the **PROVIDER** fail to correct any such violation, conduct, or practice to the satisfaction of the **COUNTY** within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension is to continue until the violation is cured. The **PROVIDER** further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the **COUNTY**.

V. INDEMNIFICATION:

The **PROVIDER** shall indemnify, save harmless and defend the **COUNTY** its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the **PROVIDER**, his agents, consultants, employees, or sub- contractors, in the execution of the work or in consequence of any negligence or carelessness in guarding the same and agrees to assume all related costs.

The **PROVIDER** shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of the work until the same shall have been completed and accepted. The **PROVIDER** agrees to repair, restore or rebuild any damages he causes to any property under the scope of this contract. The **PROVIDER** shall also assume all

blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The **PROVIDER** shall give to the proper regulatory authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. The **PROVIDER** shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

VI. PAYMENTS WITHHELD:

The **COUNTY** may decline to approve any Application for Payment, or portions thereof, because of defective, unsatisfactory or incomplete work, outstanding punch-list items, subsequently discovered evidence or subsequent inspections. The **COUNTY** may nullify the whole or any part of any approval for payment previously issued and the **COUNTY** may withhold any payments otherwise due the **PROVIDER** under this Agreement or any other agreement between the **COUNTY** and the **PROVIDER**, to such extent as may be necessary in the **COUNTY'S** opinion to protect the homeowner from loss because of: (a) defective or unsatisfactory Work not remedied; (b) third party claims filed or reasonable evidence indicating a probable filing of such claims; (c) failure of the **PROVIDER** to make payment properly to sub-contractors for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indications that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the **PROVIDER**, or (g) any other material breach of the Contract Documents, terms and conditions.

If any conditions described above are not remedied or removed, the **COUNTY** may, after three (3) days written notice, rectify the same at the **PROVIDER'S** expense. The **COUNTY** also may offset against any sums due the **PROVIDER** the amount of any liquidated or un-liquidated obligations of the **PROVIDER** to the **COUNTY** relating to or arising out of this Agreement.

VII. CONTRACT TIME AND TIME EXTENSIONS:

Time is of the essence in the performance of any Work under this Agreement and the **PROVIDER** shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by the **PROVIDER**. The **PROVIDER** shall be solely responsible for all construction means, methods, techniques, sequences, and procedures as well as coordination of all portions of the work under the Contract Documents.

Should the **PROVIDER** be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the **PROVIDER**, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, the **PROVIDER** shall notify the **COUNTY** in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the **PROVIDER** may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which the **COUNTY** may be responsible, in whole or in part, shall relieve the **PROVIDER** of his duty to perform or give rise to any right to damages or additional compensation from the **COUNTY**. The **PROVIDER** expressly acknowledges and agrees that it shall receive no damages for delay. The **PROVIDER'S** sole remedy, if any, against the **COUNTY** will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a

condition precedent to the aforementioned “No Damage for Delay” provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

VIII. CLEAN UP:

The **PROVIDER** agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, the **PROVIDER** shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy.

IX. WARRANTY:

The **PROVIDER** shall obtain and assign to the property owner all express warranties given to the **PROVIDER** or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. The **PROVIDER** expressly warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new (unless otherwise specified), and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents.

The **PROVIDER** further expressly warrants to the **COUNTY** that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, the **PROVIDER** shall correct it promptly after receipt of written notice from the property owner or the **COUNTY**. The **PROVIDER** shall also be responsible for and pay for replacement or repair of adjacent materials or Work that may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the property owner is entitled as a matter of law.

X. TESTS AND INSPECTIONS:

If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requests any portion of the Work to be specifically inspected, tested or approved, the **PROVIDER** shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the **COUNTY** the requested certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the **COUNTY**.

XI. PROTECTION OF WORK:

The **PROVIDER** shall fully protect the Work from loss or damage during construction and shall bear the cost of any such loss or damage until final payment has been made. If the **PROVIDER** or anyone for whom the **PROVIDER** is legally liable is responsible for any loss or damage to the work, or other work or materials of the property owner, the **PROVIDER** shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the **PROVIDER**.

The **PROVIDER** shall not load nor permit any part of any structure to be loaded in any manner that will endanger the integrity of the structure, nor shall the **PROVIDER** subject any part of the work or adjacent property to stresses or pressures that will endanger it.

The **PROVIDER** shall not disturb any benchmark established by the **COUNTY** or Property Owner with respect to the Project. If the **PROVIDER**, or its subcontractors, agents or anyone, for whom the **PROVIDER** is legally liable, disturbs the benchmarks, the **PROVIDER** shall immediately notify the **COUNTY**. The appropriate Entity shall re-establish the benchmarks and the **PROVIDER** shall be liable for all costs incurred therewith.

XII. EMERGENCIES:

In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, the **PROVIDER**, without special instruction or authorization from either the **COUNTY** or the Property Owner is obligated to act to prevent threatened damage, injury or loss. The **PROVIDER** shall give the **COUNTY** and Property Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if the **PROVIDER** believes there are significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the **COUNTY** determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

If the **PROVIDER** fails to provide the forty-eight (48) hour written notice noted above, the **PROVIDER** shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

XIII. COMPLETION:

The **COUNTY** reserves the right to inspect the Work and make an independent determination as to the acceptability of the Work. Unless and until the **COUNTY** is satisfied as to the completion of the Work, the payment shall not become due and payable.

XIV. PERSONNEL:

1. **QUALIFIED PERSONNEL:** The **PROVIDER** agrees when the WORK to be performed relates to a WORK which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to engage in such WORK, to employ and/or retain only qualified personnel to be in responsible charge of all WORK to be provided pursuant to this Agreement.

2. **THE PROVIDER'S PROJECT MANAGER:** The **PROVIDER** agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the Project Manager. The Project Manager shall be authorized and responsible to act on behalf of the **PROVIDER** with respect to directing, coordinating and administering all aspects of the work to be provided and performed under this Agreement and Amendment(s) thereto. The Project Manager shall have the full authority to bind and obligate the **PROVIDER** on any matter arising under this Agreement and its Amendment(s) unless substitute arrangements have been furnished to the **COUNTY** in writing. The **PROVIDER** agrees that the Project Manager shall devote whatever time is required to satisfactorily direct, supervise, and manage the work provided and performed by the **PROVIDER** throughout the entire period this Agreement is in effect.

XV. MAXIMUM AWARD AMOUNT:

The maximum dollar amount of SHIP funds per household is set for in the Lee County Local Housing Assistance Plan (LHAP). Items eligible to be paid for with the SHIP funds include:

1. Hard costs typically or customarily treated as construction costs including labor and materials;

2. Payment of engineering and survey fees;
3. Architectural and related fees;
4. On-site storage and security, portable restrooms;
5. Job supervision;
6. Debris removal;
7. Inspections and abatement;
8. Recording document fees on mortgages and notes;
9. Appraisals;
10. Environmental testing;
11. Permit costs;
12. Legal fees (including variance or appeal fees);
13. Payment of housing inspections (independent **COUNTY** approved) by a Class A, B, or C General Contractor or an SBCCI Certified Housing Inspector;
14. Infrastructure costs within the ROW (IE. Water line, sewer line, sidewalks, and driveway apron);
15. Other costs may be eligible but must be approved by the **COUNTY**;
16. Program Delivery Fee of up to 16% (No mark-up of material costs are allowed in view of the 16% Program Delivery Fee. Material costs must be substantiated with back-up invoices).

XVI. RETURN OF FUNDS:

The **PROVIDER** agrees to return any funds determined to have been used in a manner inconsistent with the terms of this Agreement within thirty (30) days after the request. Should payment not be made within thirty (30) days, the **COUNTY** may charge interest of one (1) percent per month compounded on the outstanding balance. Improper use or expenditures of funds by the **PROVIDER** shall be grounds for immediate termination of the agreement at the discretion of the **COUNTY**.

XVII. CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES:

The **PROVIDER** agrees to be responsible for the professional quality, technical adequacy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by the **PROVIDER**. The **PROVIDER** shall without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of the **PROVIDER**.

THIS INSTRUMENT PREPARED BY:

This mortgage is exempt from payment of Intangible Taxes

**SHIP
SECOND MORTGAGE**

THIS SECOND MORTGAGE is made this _____ day of _____, 20____, by _____ (“Mortgagor”), in the favor of LEE COUNTY, a political subdivision in the State of Florida, (“Mortgagee”), which terms, “Mortgagor” and “Mortgagee,” shall include heirs, legal representatives, successors, and assigns.

Mortgagor is justly indebted to Mortgagee in the principal sum of _____ dollars (\$ _____), which is evidenced by a Second Mortgage Note (the “Note”) executed by Mortgagor in favor of Mortgagee dated of even date, the terms and conditions of which are incorporated in and made a part of this Second Mortgage by reference. The Note provides for payments of principal and interest in the manner stated in the Note and has a maturity date of _____, 20____.

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note and the performance of the covenants and agreements contained in this Second Mortgage and the Note, Mortgagor does hereby grant unto Mortgagee all that certain land situated in Lee County, Florida, more particularly described as follows:

LEGAL DESCRIPTION OF PROPERTY

Strap # _____
Address _____

TOGETHER with all and singular the tenements, hereditaments, easements, and appurtenances, and all structures, buildings, and improvements of every kind and description now or hereafter on the land shall be deemed to be and remain a part of the real Property covered by this Second Mortgage.

All of the above described Property and interests are referred to in this Mortgage as the “Premises.”

Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the Premises in fee simple and has full power and lawful right to convey the Premises; that the Premises are free from all encumbrances except for a First Mortgage given to _____ (the “First Mortgage”). Mortgagor will make such other and further assurances to perfect the fee simple title to the Premises by Mortgagee as may reasonably be required; and Mortgagor fully warrants and will defend generally the title to the Premises against the lawful claims of all persons whomsoever. The Second

Mortgagor Initials _____

Mortgagor Initials _____

Mortgage is expressly made subject and subordinate to the terms and conditions specified in the First Mortgage.

AND SO LONG AS the Premises are subject to the First and Second Mortgage, Mortgagor agrees that Mortgagor shall perform all of Mortgagor's obligations under the First and Second Mortgage, including making payments when due.

FURTHERMORE, any default by Mortgagor under the First Mortgage shall constitute a default under this Mortgage, and Mortgagee shall have all the rights and privileges granted to it under this Mortgage in the event of such default.

ADDITIONALLY, Mortgagee, at its election, and without notice to Mortgagor, may make, but shall not be obligated to make, any payments Mortgagor has failed to make under the First and Second Mortgages. Mortgagee may add the amount of those payments to the principal debt secured by this Mortgage. Any payment by Mortgagee shall not release Mortgagor from Mortgagor's obligations or constitute a waiver of the Mortgagor's default under this Mortgage.

PROVIDED ALWAYS that if Mortgagor pays to Mortgagee the principal sum of the Note and all other sums secured by this Mortgage and performs and complies with all the provisions of this Mortgage and the Note, then this Mortgage and the estate granted by it shall cease and become void.

AND MORTGAGOR COVENANTS and agrees with Mortgagee that until the indebtedness secured by this Mortgage is fully repaid:

1. Performance. The Mortgagor expressly covenants and agrees to perform, comply with, and abide by, each and every one of the covenants, stipulations, agreements, and conditions contained and set forth in the Note, this Mortgage and any and all other documents and instruments executed and delivered by the Mortgagor to and in favor of the Mortgagee as security for, evidence of, or otherwise connected with, or incidental to, the loan transaction evidenced by the Note and secured by this Mortgage.

2. Payment of Indebtedness. Mortgagor shall promptly pay when due all principal and interest and others sums of money payable according to the terms of the First Mortgage and Note and this Mortgage.

3. Taxes and Assessment. Mortgagor shall pay, before they become delinquent, all taxes, assessments, and encumbrances of every nature that may for any and all purposes be payable, assessed, or imposed on the Premises or any part thereof. Notwithstanding the foregoing, Mortgagor shall have the right to contest any tax or assessment made against the Premises provided that Mortgagor shall comply with the appropriate procedures for such contest established by law, ordinances, or otherwise.

4. No Waste. Mortgagor will permit, commit, or suffer no waste, impairment, or deterioration of the Premises and will keep and maintain all improvements now and hereafter on the Premises in sound condition and good repair.

5. Insurance. Mortgagor shall keep the dwelling and eligible appurtenant structure(s) insured against loss by the perils of fire, extended coverage, vandalism, and malicious mischief (FEC, V & MM) for an amount equal to or greater than the actual cash value (ACV) of the said dwelling and appurtenant structure(s). The amount of coverage shall comply with the policy coinsurance requirements, if any. The policy shall name the Lee County Board of County Commissioners as a Second Mortgagee and shall be

Mortgagor Initials _____

Mortgagor Initials _____

with insurers acceptable to the County. The Mortgagor shall provide a certificate of insurance to the Lee County Risk Manager prior to the closing of the mortgage agreement. Said certificate shall provide a minimum of ten (10) days prior notice of cancellation.

The Mortgagor agrees that the County does not in any way represent that the type or amount of insurance is sufficient or adequate to protect the Mortgagor's interests or liabilities, but is merely a minimum. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives which indicate less coverage than required does not constitute a waiver of the Mortgagor's obligation to fulfill the insurance requirements herein.

The beneficiaries' rights to collect and apply insurance proceeds are subject and subordinate to the rights of the senior lien holder to collect and apply such proceeds in accordance with the First Mortgage.

6. Right to Cure. In the case of any breach under this Mortgage by Mortgagor, Mortgagee may, at its option, and after at least 10 days notice to Mortgagor, expend any sums necessary to cure such default, and all sums so expended shall be secured by this Mortgage and shall bear interest at the rate of 2 percent over the prime interest rate per annum.

7. Acceleration. The whole of the indebtedness secured by this Mortgage shall become due and payable, at the option of Mortgagee:

- a. After default in the performance of any covenant in this Mortgage which remains uncured for 15 days after notice of default, or
- b. Upon institution of foreclosure proceedings of any other mortgage or lien affecting the Premises, which is not dismissed within 15 days.

This Mortgage may be foreclosed, and all cost and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. Senior lender shall be notified in writing of all default and acceleration proceedings.

8. Occupancy, Encumbrance, Transfer of Premises. The Mortgagor shall notify the Mortgagee in the event the Mortgagor vacates, transfers, assigns, sells, refinances, mortgages, or in any manner encumbers or disposes of all or a portion of, or any interest in the Premises. Upon the happening of any such event, and at the Mortgagee's option, the whole amount of the indebtedness secured by this Mortgage shall become immediately due and payable and shall bear interest at the rate of 2 percent over the prime interest rate from the date of such transfer, assignment, sale, refinancing, mortgage, non-occupancy, or other conveyance until paid in full. Should the outstanding indebtedness not be satisfied on the date of such transfer, assignment, sale, refinancing, mortgage, non-occupancy, or other conveyance, this Mortgage may be foreclosed, and all costs and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. That so long as the Note secured hereunder remains outstanding, the Mortgagor shall neither voluntarily or involuntarily permit the Mortgaged Property or any part thereof to become subject to any other lien, mortgage, security interest or encumbrance of any kind whatsoever without the prior written consent of the Mortgagee.

Mortgagor Initials _____

Mortgagor Initials _____

9. Receiver. In the event suit is instituted to foreclose this Mortgage or to enforce payment of any claims under this Mortgage, Mortgagee shall be entitled to the appointment of a receiver to take charge of the Premises, to collect the rents, and to care for the Premises, and such appointment shall be made by the court having jurisdiction thereof as a matter of absolute right to the Mortgagee, and all rents, profits, incomes, issues, and revenues of the Premises are hereby assigned and pledged as further security for payment of the Mortgage indebtedness, with the right on the part of Mortgagee at any time after default under this Mortgage to demand and receive and apply the same to the indebtedness secured by this Mortgage.

10. Condemnation. In the event all or any part of the Premises shall be condemned or taken for public use under powers of eminent domain, the proceeds of any award or claim for damages, direct or consequential, connected with the condemnation or taking are hereby assigned and shall be paid to Mortgagee up to the amount of the outstanding indebtedness secured by this Mortgage. Such condemnation or application shall not otherwise affect or vary the obligation of Mortgagor to pay the indebtedness.

11. Notice. Any Notices permitted or required under this Mortgage or the Note shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows or as otherwise designated by written notice given in the same manner:

As to Mortgagor:

As to Mortgagee:

Lee County Department of Community Development
Division of Planning
P.O. Box 398
Fort Myers, FL 33902-0398

12. Parties Bound. This Mortgage shall be binding on and inure to the benefits of the parties and their respective heirs, personal representatives, administrators, successors, and assigns. Mortgagor's covenants and agreements shall be joint and several.

13. Severability. If any provision of this Mortgage shall be invalid or unenforceable under applicable law, the remainder of the Mortgage which can be given effect without the invalid provision shall be enforceable to the maximum extent permitted by law.

14. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Second Mortgage.

15. Applicable Law. This Mortgage shall be governed by and constructed in accordance with the laws of the State of Florida.

16. Compliance with Laws. Mortgagor warrants and represents that Mortgagor has complied, and shall hereafter comply, with all valid laws, ordinances, regulations, and orders of Federal, State, local and other governmental authorities that relate to the Premises, including the State Housing Initiatives Partnership program.

Mortgagor Initials _____

Mortgagor Initials _____

17. Remedies Cumulative. In the event of a default in payments due under the Note which remains uncured for 15 days after the due date, or in the event of any other default under this Mortgage which remains uncured for 15 days after notice from Mortgagee to Mortgagor, Mortgagee shall have, in addition to other rights and remedies specified in this Mortgage, all other rights and remedies provided by law or in the Note. The remedies of Mortgagee shall be cumulative and concurrent, and may be pursued singularly, successively, or together at the sole discretion of Mortgagee, which may exercise them whenever necessary. The failure to exercise any right or remedy shall in no event be construed as a waiver or release of the right or remedy.

18. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor.

IN WITNESS WHEREOF, this Second Mortgage has been given, executed, and delivered by Mortgagor on the date first above written.

In the Presence of:

Witness Signature

Mortgagor Signature

Witness Typed Name

Witness Signature

Mortgagor Signature

Witness Typed Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature

(SEAL)

Mortgagor Initials _____

Mortgagor Initials _____

Typed Name

Title

Serial Number

SAMPLE

Mortgagor Initials _____

Mortgagor Initials _____

THIS INSTRUMENT PREPARED BY:

THIS SPACE FOR RECORDING

SHIP
SECOND MORTGAGE NOTE

Date: _____

Lee County, Florida

This Note is secured by a Second Mortgage on real Property located in Lee County, Florida, of the same date as this Note and executed by Maker(s) in favor of Lee County. This Promissory Note and the Second Mortgage securing payment of this Promissory Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount of _____ dollars, dated _____ (the "First Note"), made by Borrower payable to _____ (the "First Lender") and secured by that certain Mortgage recorded in the Clerk's Office of Lee County, Florida (the "First Mortgage").

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of Lee County, the principal sum of _____ (\$ _____) with the first and final installment in the amount of _____ (\$ _____) being payable on _____ (15-year maturation) unless sooner repayment is required in accordance with the terms of this Note.

The Maker(s) of this Promissory Note have been granted a "Deferred Repayment Loan," the terms of which are intended to ensure that any SHIP funds utilized to facilitate the purchase of this Property are recaptured and utilized to assist another lower-income home buyer unless the 15-year affordability requirements are met.

The terms of this Note do not require that payments of interest be made as long as the makers comply with the following conditions and provisions:

Mortgagor Initials _____

Mortgagor Initials _____

1. Maker(s) shall occupy the Property as their principal residence. Subletting of the Property is not allowed even on a temporary basis. Failure to abide by the principal occupancy requirements can result in foreclosure and forfeiture of any equity the Maker(s) may have in the Property. The Maker(s) shall be required to submit proof of principal occupancy to Lee County on an annual basis beginning on the anniversary of the first-year occupancy and annually until the end of the amortization period. Such proof shall include: proof of homestead exemption, copies of paid receipts for taxes and insurance, and copies of insurance certificates for owner-occupied Property listing Lee County as Mortgage holder. If the Maker(s) fail to provide sufficient proof of occupancy in a timely manner, the County may contract with an independent title company to perform the necessary title recertification, the cost of which will be added to the principal amount of this Promissory Note.

In the event the Maker(s) cease principal occupancy, transfer, assign, sell, or in any manner dispose of all or a portion of the Property which is subject to the Second Mortgage securing this Note prior to fulfilling this agreement and the end of the amortization, then the principal amount of this Note shall become immediately due and payable.

2. The Maker(s) shall not refinance the indebtedness secured by this Promissory Note without receiving prior approval by Lee County. The County prior to granting approval shall review the proposed refinancing in order to ensure that there will be sufficient equity after the proposed refinancing to recapture the SHIP monies.

3. The Maker(s) shall immediately contact the County to obtain approval should they desire to transfer, assign, sell, or in any manner dispose of all or a portion of the Property which is subject to the Second Mortgage securing this Note prior to fulfilling this agreement and the end of the amortization period. The County shall have the authority to disapprove any disposal where the proceeds of such would be less than fair-market value as determined by an independent appraisal by a State Certified Residential Appraiser.

In the event of a sale, the proceeds of such shall be applied as follows:

a. If the sales price is sufficient, the proceeds will be applied as follows: 1) first to pay off the balance of the First Mortgage; and 2) the balance of the Second Mortgage representing the full subsidy as referenced by this Note. Any funds in excess remaining after all these items are repaid due to the appreciated value of the Property will be paid to the Maker(s).

4. If the Maker(s) comply with the principal occupancy requirements and do not transfer, assign, refinance, sell, or in any manner dispose of all or a portion of the Property which is subject to the Second Mortgage securing this Note, then the entire sum due and payable according to the terms of this Note will be considered paid in full at the end of the amortization period which is FIFTEEN (15) YEARS.

5. The County shall have the option, without notice to Maker(s), to declare the entire principal balance of this Note to be due and payable forthwith in advance of the maturity date upon the failure of Maker(s) to perform in accordance with any of the terms, covenants, or conditions of the Second Mortgage securing this Note or to pay any amount due under this Note. Forbearance by the County to exercise this option with respect to any failure to breach of Maker(s) shall not constitute a waiver of the right as to any continuing or subsequent failure or breach.

Mortgagor Initials _____

Mortgagor Initials _____

6. Maker(s) may prepay this Note in full at any time without penalty. Such repayment will be returned to the Lee County SHIP Program Trust Fund.

7. Violation of any of the provisions contained herein may be deemed a default at the option of Lee County, Florida. Lee County, Florida, shall give fifteen (15) days written notice as to the termination of the Promissory Note and the remaining balance shall become payable at the end of said fifteen (15) days. The indebtedness represented by this Promissory Note is secured by a mortgage of even date from the Maker(s) herein to the payee with respect to those certain premises located at:

_____ Lee County, Florida.

This Note and the Second Mortgage securing it shall be governed by and constructed in accordance with the laws of the State of Florida.

Maker(s) waives presentment, notice of dishonor, and protest and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, for the services of legal counsel employed to collect this Note or protect its security upon maturity or default.

MAKER(S):

DOCUMENTARY STAMPS IN THE AMOUNT REQUIRED BY FLORIDA LAW HAVE BEEN PURCHASED AND AFFIXED TO THE MORTGAGE OF EVEN DATE WHICH SECURES THIS NOTE.

Mortgagor Signature

Mortgagor Initials _____

Mortgagor Initials _____

Typed or Printed Name

Mortgagor Signature

Typed or Printed Name

SAMPLE

Mortgagor Initials _____

Mortgagor Initials _____

THIS INSTRUMENT PREPARED BY:

THIS SPACE FOR RECORDING

**SHIP
FORECLOSURE PREVENTION MORTGAGE**

THIS MORTGAGE is made this _____ day of _____, 20____, by _____ (“Mortgagor”), in the favor of LEE COUNTY, a political subdivision in the State of Florida, (“Mortgagee”), which terms, “Mortgagor” and “Mortgagee,” shall include heirs, legal representatives, successors, and assigns.

Mortgagor is justly indebted to Mortgagee in the principal sum of _____ dollars (\$_____), which is evidenced by a Second Mortgage Note (the “Note”) executed by Mortgagor in favor of Mortgagee dated of even date, the terms and conditions of which are incorporated in and made a part of this Second Mortgage by reference. The Note provides for payments of principal and interest in the manner stated in the Note and has a maturity date of _____, 20_____.

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note and the performance of the covenants and agreements contained in this Second Mortgage and the Note, Mortgagor does hereby grant unto Mortgagee all that certain land situated in Lee County, Florida, more particularly described as follows:

LEGAL DESCRIPTION OF PROPERTY

Strap # _____
Address _____

TOGETHER with all and singular the tenements, hereditaments, easements, and appurtenances, and all structures, buildings, and improvements of every kind and description now or hereafter on the land shall be deemed to be and remain a part of the real Property covered by this Mortgage.

All of the above described Property and interests are referred to in this Mortgage as the “Premises.”

Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the Premises in fee simple and has full power and lawful right to convey the Premises; that the Premises are free from all encumbrances except for a First Mortgage given to _____ (the “First Mortgagee”), and _____ other Mortgages given to _____

Mortgagor will make such other and further assurances to perfect the fee simple title to the Premises by

Mortgagor Initials _____

Mortgagor Initials _____

Mortgagee as may reasonably be required; and Mortgagor fully warrants and will defend generally the title to the Premises against the lawful claims of all persons whomsoever. This Mortgage is expressly made subject and subordinate to the terms and conditions specified in the above referenced Mortgages.

AND SO LONG AS the Premises are subject to the Mortgages, Mortgagor agrees that Mortgagor shall perform all of Mortgagor's obligations under the Mortgages, including making payments when due.

FURTHERMORE, any default by Mortgagor under the First Mortgage shall constitute a default under this Mortgage, and Mortgagee shall have all the rights and privileges granted to it under this Mortgage in the event of such default.

ADDITIONALLY, Mortgagee, at its election, and without notice to Mortgagor, may make, but shall not be obligated to make, any payments Mortgagor has failed to make under the above referenced Mortgages. Mortgagee may add the amount of those payments to the principal debt secured by this Mortgage. Any payment by Mortgagee shall not release Mortgagor from Mortgagor's obligations or constitute a waiver of the Mortgagor's default under this Mortgage.

PROVIDED ALWAYS that if Mortgagor pays to Mortgagee the principal sum of the Note and all other sums secured by this Mortgage and performs and complies with all the provisions of this Mortgage and the Note, then this Mortgage and the estate granted by it shall cease and become void.

AND MORTGAGOR COVENANTS and agrees with Mortgagee that until the indebtedness secured by this Mortgage is fully repaid:

1. Performance. The Mortgagor expressly covenants and agrees to perform, comply with, and abide by, each and every one of the covenants, stipulations, agreements, and conditions contained and set forth in the Note, this Mortgage and any and all other documents and instruments executed and delivered by the Mortgagor to and in favor of the Mortgagee as security for, evidence of, or otherwise connected with, or incidental to, the loan transaction evidenced by the Note and secured by this Mortgage.

2. Payment of Indebtedness. Mortgagor shall promptly pay when due all principal and interest and others sums of money payable according to the terms of the First Mortgage and Note and this Mortgage.

3. Taxes and Assessment. Mortgagor shall pay, before they become delinquent, all taxes, assessments, and encumbrances of every nature that may for any and all purposes be payable, assessed, or imposed on the Premises or any part thereof. Notwithstanding the foregoing, Mortgagor shall have the right to contest any tax or assessment made against the Premises provided that Mortgagor shall comply with the appropriate procedures for such contest established by law, ordinances, or otherwise.

4. No Waste. Mortgagor will permit, commit, or suffer no waste, impairment, or deterioration of the Premises and will keep and maintain all improvements now and hereafter on the Premises in sound condition and good repair.

5. Insurance. Mortgagor shall keep the dwelling and eligible appurtenant structure(s) insured against loss by the perils of fire, extended coverage, vandalism, and malicious mischief (FEC, V & MM) for an amount equal to or greater than the actual cash value (ACV) of the said dwelling and appurtenant structure(s). The amount of coverage shall comply with the policy coinsurance requirements, if any. The policy shall name the Lee County Board of County Commissioners as a Mortgagee and shall be with

Mortgagor Initials _____

Mortgagor Initials _____

insurers acceptable to the County. The Mortgagor shall provide a certificate of insurance to the Lee County Risk Manager prior to the closing of the mortgage agreement. Said certificate shall provide a minimum of ten (10) days prior notice of cancellation.

The Mortgagor agrees that the County does not in any way represent that the type or amount of insurance is sufficient or adequate to protect the Mortgagor's interests or liabilities, but is merely a minimum. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives which indicate less coverage than required does not constitute a waiver of the Mortgagor's obligation to fulfill the insurance requirements herein.

The beneficiaries' rights to collect and apply insurance proceeds are subject and subordinate to the rights of the senior lien holder to collect and apply such proceeds in accordance with the First Mortgage.

6. Right to Cure. In the case of any breach under this Mortgage by Mortgagor, Mortgagee may, at its option, and after at least 10 days notice to Mortgagor, expend any sums necessary to cure such default, and all sums so expended shall be secured by this Mortgage and shall bear interest at the rate of 2 percent over the prime interest rate per annum.

7. Acceleration. The whole of the indebtedness secured by this Mortgage shall become due and payable, at the option of Mortgagee:

- a. After default in the performance of any covenant in this Mortgage which remains uncured for 15 days after notice of default, or
- b. Upon institution of foreclosure proceedings of any other mortgage or lien affecting the Premises, which is not dismissed within 15 days.

This Mortgage may be foreclosed, and all cost and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. Senior lender shall be notified in writing of all default and acceleration proceedings.

8. Occupancy, Encumbrance, Transfer of Premises. The Mortgagor shall notify the Mortgagee in the event the Mortgagor vacates, transfers, assigns, sells, refinances, mortgages, or in any manner encumbers or disposes of all or a portion of, or any interest in the Premises. Upon the happening of any such event, and at the Mortgagee's option, the whole amount of the indebtedness secured by this Mortgage shall become immediately due and payable and shall bear interest at the rate of 2 percent over the prime interest rate from the date of such transfer, assignment, sale, refinancing, mortgage, non-occupancy, or other conveyance until paid in full. Should the outstanding indebtedness not be satisfied on the date of such transfer, assignment, sale, refinancing, mortgage, non-occupancy, or other conveyance, this Mortgage may be foreclosed, and all costs and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. That so long as the Note secured hereunder remains outstanding, the Mortgagor shall neither voluntarily or involuntarily permit the Mortgaged Property or any part thereof to become subject to any other lien, mortgage, security interest or encumbrance of any kind whatsoever without the prior written consent of the Mortgagee.

9. Receiver. In the event suit is instituted to foreclose this Mortgage or to enforce payment of any claims under this Mortgage, Mortgagee shall be entitled to the appointment of a receiver to take charge of the Premises, to collect the rents, and to care for the Premises, and such appointment shall be made by the

Mortgagor Initials _____

Mortgagor Initials _____

court having jurisdiction thereof as a matter of absolute right to the Mortgagee, and all rents, profits, incomes, issues, and revenues of the Premises are hereby assigned and pledged as further security for payment of the Mortgage indebtedness, with the right on the part of Mortgagee at any time after default under this Mortgage to demand and receive and apply the same to the indebtedness secured by this Mortgage.

10. Condemnation. In the event all or any part of the Premises shall be condemned or taken for public use under powers of eminent domain, the proceeds of any award or claim for damages, direct or consequential, connected with the condemnation or taking are hereby assigned and shall be paid to Mortgagee up to the amount of the outstanding indebtedness secured by this Mortgage. Such condemnation or application shall not otherwise affect or vary the obligation of Mortgagor to pay the indebtedness.

11. Notice. Any Notices permitted or required under this Mortgage or the Note shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows or as otherwise designated by written notice given in the same manner:

As to Mortgagor: _____

As to Mortgagee: Lee County Department of Community Development
Division of Planning
P.O. Box 398
Fort Myers, FL 33902-0398

12. Parties Bound. This Mortgage shall be binding on and inure to the benefits of the parties and their respective heirs, personal representatives, administrators, successors, and assigns. Mortgagor's covenants and agreements shall be joint and several.

13. Severability. If any provision of this Mortgage shall be invalid or unenforceable under applicable law, the remainder of the Mortgage which can be given effect without the invalid provision shall be enforceable to the maximum extent permitted by law.

14. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Second Mortgage.

15. Applicable Law. This Mortgage shall be governed by and constructed in accordance with the laws of the State of Florida.

16. Compliance with Laws. Mortgagor warrants and represents that Mortgagor has complied, and shall hereafter comply, with all valid laws, ordinances, regulations, and orders of Federal, State, local and other governmental authorities that relate to the Premises, including the State Housing Initiatives Partnership program.

17. Remedies Cumulative. In the event of a default in payments due under the Note which remains uncured for 15 days after the due date, or in the event of any other default under this Mortgage which remains uncured for 15 days after notice from Mortgagee to Mortgagor, Mortgagee shall have, in

Mortgagor Initials _____

Mortgagor Initials _____

addition to other rights and remedies specified in this Mortgage, all other rights and remedies provided by law or in the Note. The remedies of Mortgagee shall be cumulative and concurrent, and may be pursued singularly, successively, or together at the sole discretion of Mortgagee, which may exercise them whenever necessary. The failure to exercise any right or remedy shall in no event be construed as a waiver or release of the right or remedy.

18. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor.

IN WITNESS WHEREOF, this Mortgage has been given, executed, and delivered by Mortgagor on the date first above written.

In the Presence of:

Witness Signature

Mortgagor Signature

Witness Typed Name

Witness Signature

Mortgagor Signature

Witness Typed Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Signature

Typed Name

Title

Serial Number

Mortgagor Initials _____

Mortgagor Initials _____

THIS INSTRUMENT PREPARED BY:

THIS SPACE FOR RECORDING

**SHIP
FORECLOSURE PREVENTION MORTGAGE NOTE**

Date: _____

Lee County, Florida

This Note is secured by a Mortgage on real Property located in Lee County, Florida, of the same date as this Note and executed by Maker(s) in favor of Lee County. This Promissory Note and the Mortgage securing payment of this Promissory Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount

of _____ dollars, dated _____ (the

“First Note”), made by Borrower payable to _____ (the “First

Lender”) and secured by that certain Mortgage recorded in the Clerk’s Office of Lee County, Florida (the

“First Mortgage”). *List all other mortgages here.*

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of Lee

County, the principal sum of _____ (\$ _____) with the first and

final installment in the amount of _____ (\$ _____) being payable on

_____ (5-year maturation) unless sooner repayment is required in accordance with the

terms of this Note.

The Maker(s) of this Promissory Note have been granted a “Deferred Repayment Loan,” the terms of which are intended to ensure that any SHIP funds utilized to facilitate the prevention of foreclosure on this Property are recaptured and utilized to assist another lower-income home buyer unless the 5-year affordability requirements are met.

The terms of this Note do not require that payments of interest be made as long as the makers comply with the following conditions and provisions:

1. Maker(s) shall occupy the Property as their principal residence. Subletting of the Property is not allowed even on a temporary basis. Failure to abide by the principal occupancy requirements can result in

Mortgagor Initials _____

Mortgagor Initials _____

foreclosure and forfeiture of any equity the Maker(s) may have in the Property. The Maker(s) shall be required to submit proof of principal occupancy to Lee County on an annual basis beginning on the anniversary of the first-year occupancy and annually until the end of the amortization period. Such proof shall include: proof of homestead exemption, copies of paid receipts for taxes and insurance, and copies of insurance certificates for owner-occupied Property listing Lee County as Mortgage holder. If the Maker(s) fail to provide sufficient proof of occupancy in a timely manner, the County may contract with an independent title company to perform the necessary title recertification, the cost of which will be added to the principal amount of this Promissory Note.

In the event the Maker(s) cease principal occupancy, transfer, assign, sell, or in any manner dispose of all or a portion of the Property which is subject to the Mortgage securing this Note prior to fulfilling this agreement and the end of the amortization, then the principal amount of this Note shall become immediately due and payable.

2. The Maker(s) shall not refinance the indebtedness secured by this Promissory Note without receiving prior approval by Lee County. The County prior to granting approval shall review the proposed refinancing in order to ensure that there will be sufficient equity after the proposed refinancing to recapture the SHIP monies.

3. The Maker(s) shall immediately contact the County to obtain approval should they desire to transfer, assign, sell, or in any manner dispose of all or a portion of the Property which is subject to the Second Mortgage securing this Note prior to fulfilling this agreement and the end of the amortization period. The County shall have the authority to disapprove any disposal where the proceeds of such would be less than fair-market value as determined by an independent appraisal by a State Certified Residential Appraiser.

In the event of a sale, the proceeds of such shall be applied as follows:

a. If the sales price is sufficient, the proceeds will be applied as follows: 1) first to pay off the balance of the First Mortgage; and 2) *list all other mortgages here*, 3) the balance of the Mortgage representing the full subsidy as referenced by this Note. Any funds in excess remaining after all these items are repaid due to the appreciated value of the Property will be paid to the Maker(s).

4. If the Maker(s) comply with the principal occupancy requirements and do not transfer, assign, refinance, sell, or in any manner dispose of all or a portion of the Property which is subject to the Second Mortgage securing this Note, then the entire sum due and payable according to the terms of this Note will be considered paid in full at the end of the amortization period which is FIVE (5) YEARS.

5. The County shall have the option, without notice to Maker(s), to declare the entire principal balance of this Note to be due and payable forthwith in advance of the maturity date upon the failure of Maker(s) to perform in accordance with any of the terms, covenants, or conditions of the Mortgage securing this Note or to pay any amount due under this Note. Forbearance by the County to exercise this option with respect to any failure to breach of Maker(s) shall not constitute a waiver of the right as to any continuing or subsequent failure or breach.

6. Maker(s) may prepay this Note in full at any time without penalty. Such repayment will be returned to the Lee County SHIP Program Trust Fund.

Mortgagor Initials _____

Mortgagor Initials _____

7. Violation of any of the provisions contained herein may be deemed a default at the option of Lee County, Florida. Lee County, Florida, shall give fifteen (15) days written notice as to the termination of the Promissory Note and the remaining balance shall become payable at the end of said fifteen (15) days. The indebtedness represented by this Promissory Note is secured by a mortgage of even date from the Maker(s) herein to the payee with respect to those certain premises located at:

_____ Lee County, Florida.

This Note and the Mortgage securing it shall be governed by and constructed in accordance with the laws of the State of Florida.

Maker(s) waives presentment, notice of dishonor, and protest and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, for the services of legal counsel employed to collect this Note or protect its security upon maturity or default.

DOCUMENTARY STAMPS IN THE AMOUNT REQUIRED BY FLORIDA LAW HAVE BEEN PURCHASED AND AFFIXED TO THE MORTGAGE OF EVEN DATE WHICH SECURES THIS NOTE.

MAKER(S):

Mortgagor Signature

Typed or Printed Name

Mortgagor Signature

Typed or Printed Name

SAMPLE

Mortgagor Initials _____

Mortgagor Initials _____

THIS INSTRUMENT PREPARED BY:
Community Development Department
Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, FL 33902-0398

This mortgage is exempt from payment of Intangible Taxes

**SHIP RENTAL/SPECIAL NEEDS
SECOND MORTGAGE**

THIS SECOND MORTGAGE is made this _____ day of _____ 20____, by _____ (“Mortgagor”), in the favor of LEE COUNTY, a political subdivision in the State of Florida, (“Mortgagee”), which terms, “Mortgagor” and “Mortgagee,” shall include legal representatives, successors, and assigns.

Mortgagor is justly indebted to Mortgagee in the principal sum of _____ dollars (\$ _____), which is evidenced by a Second Mortgage Note (the “Note”) executed by Mortgagor in favor of Mortgagee dated of even date, the terms and conditions of which are incorporated in and made a part of this Second Mortgage by reference. The Note provides for payments of principal and interest in the manner stated in the Note and has a maturity date of _____.

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note and the performance of the covenants and agreements contained in this Second Mortgage and the Note, Mortgagor does hereby grant unto Mortgagee all that certain land situated in Lee County, Florida, more particularly described as follows:

LEGAL DESCRIPTION OF PROPERTY

Strap # _____
Address: _____

TOGETHER with all and singular the tenements, easements, and appurtenances, and all structures, buildings, and improvements of every kind and description now or hereafter on the land shall be deemed to be and remain a part of the real Property covered by this Second Mortgage.

All of the above described Property and interests are referred to in this Mortgage as the “Premises.”

Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the Premises in fee simple and has full power and lawful right to convey the Premises; that the Premises are free from all encumbrances except for a First Mortgage given to _____ (the “First Mortgagee”). Mortgagor

will make such other and further assurances to perfect the fee simple title to the Premises by Mortgagee as may reasonably be required; and Mortgagor fully warrants and will defend generally the title to the Premises against the lawful claims of all persons whomsoever. The Second Mortgage is expressly made subject and subordinate to the terms and conditions specified in the First Mortgage.

All rental and special needs housing must be rented at affordable rates (i.e. rents will not exceed those limits adjusted for number of bedrooms published by the Florida Housing Finance Corporation) to qualified occupants for a period of fifteen years. If the property is transferred before the fifteen-year affordability period, the full amount of the mortgage will be due to the Lee County Board of Commissioners SHIP Trust Fund. If the new buyer is eligible for the program, the mortgage may be assumed so long as all other SHIP requirements are met. All SHIP assisted rental and special needs properties offered for sale prior to 15 years must be subject to a right of first refusal for purchases at the current market value less the amount of the SHIP subsidy, to eligible nonprofit organizations that would provide continued occupancy by eligible persons.

AND SO LONG AS the Premises are subject to the First and Second Mortgage, Mortgagor agrees that Mortgagor shall perform all of Mortgagor's obligations under the First and Second Mortgage, including making payments when due.

FURTHERMORE, any default by Mortgagor under the First Mortgage shall constitute a default under this Mortgage, and Mortgagee shall have all the rights and privileges granted to it under this Mortgage in the event of such default.

ADDITIONALLY, Mortgagee, at its election, and without notice to Mortgagor, may make, but shall not be obligated to make, any payments Mortgagor has failed to make under the First and Second Mortgages. Mortgagee may add the amount of those payments to the principal debt secured by this Mortgage. Any payment by Mortgagee shall not release Mortgagor from Mortgagor's obligations or constitute a waiver of the Mortgagor's default under this Mortgage.

PROVIDED ALWAYS that if Mortgagor pays to Mortgagee the principal sum of the Note and all other sums secured by this Mortgage and performs and complies with all the provisions of this Mortgage and the Note, then this Mortgage and the estate granted by it shall cease and become void.

AND MORTGAGOR COVENANTS and agrees to be bound by the following terms and conditions until the indebtedness secured by this Mortgage is fully repaid:

1. Performance. The Mortgagor expressly covenants and agrees to perform, comply with, and abide by, each and every one of the covenants, stipulations, agreements, and conditions contained and set forth in the Note, this Mortgage and any and all other documents and instruments executed and delivered by the Mortgagor to and in favor of the Mortgagee as security for, evidence of, or otherwise connected with, or incidental to, the loan transaction evidenced by the Note and secured by this Mortgage.

2. Payment of Indebtedness. Mortgagor shall promptly pay when due all principal and interest and others sums of money payable according to the terms of the First Mortgage and Note and this Mortgage.

3. Taxes and Assessment. Mortgagor shall pay, before they become delinquent, all taxes, assessments, and encumbrances of every nature that may for any and all purposes be payable, assessed, or imposed on the Premises or any part thereof. Notwithstanding the foregoing, Mortgagor shall have the right to contest any tax or assessment made against the Premises provided that Mortgagor shall comply with the appropriate procedures for such contest established by law, ordinances, or otherwise.

4. No Waste. Mortgagor will permit, commit, or suffer no waste, impairment, or deterioration of the Premises and will keep and maintain all improvements now and hereafter on the Premises in sound condition and good repair.

5. Insurance. Mortgagor shall keep the structure(s) and eligible appurtenant structure(s) insured against loss by the perils of fire, extended coverage, vandalism, and malicious mischief (FEC, V & MM) for an amount equal to or greater than the actual cash value (ACV) of the said structure(s) and appurtenant structure(s). The amount of coverage shall comply with the policy coinsurance requirements, if any. The policy shall name the Lee County Board of County Commissioners as a Second Mortgagee and shall be with insurers acceptable to the County. The Mortgagor shall provide a certificate of insurance to the Lee County Risk Manager prior to the closing of the mortgage agreement. Said certificate shall provide a minimum of ten (10) days prior notice of cancellation.

The Mortgagor agrees that the County does not in any way represent that the type or amount of insurance is sufficient or adequate to protect the Mortgagor's interests or liabilities, but is merely a minimum. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives which indicate less coverage than required does not constitute a waiver of the Mortgagor's obligation to fulfill the insurance requirements herein.

The beneficiaries' rights to collect and apply insurance proceeds are subject and subordinate to the rights of the senior lien holder to collect and apply such proceeds in accordance with the First Mortgage.

6. Right to Cure. In the case of any breach under this Mortgage by Mortgagor, Mortgagee may, at its option, and after at least 10 days notice to Mortgagor, expend any sums necessary to cure such default, and all sums so expended shall be secured by this Mortgage and shall bear interest at the rate of 2 percent over the prime interest rate per annum.

7. Acceleration. The whole of the indebtedness secured by this Mortgage shall become due and payable, at the option of Mortgagee:

- a. After default in the performance of any covenant in this Mortgage which remains uncured for 15 days after notice of default, or

- b. Upon institution of foreclosure proceedings of any other mortgage or lien affecting the Premises which is not dismissed within 15 days.

This Mortgage may be foreclosed, and all cost and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. Senior lender shall be notified in writing of all default and acceleration proceedings.

8. Occupancy, Encumbrance, Transfer of Premises. The Mortgagor shall notify the Mortgagee in the event the Mortgagor vacates, transfers, assigns, sells, refinances, mortgages, or in any manner encumbers or disposes of all or a portion of, or any interest in the Premises. Upon the happening of any such event, and at the Mortgagee's option, the whole amount of the indebtedness secured by this Mortgage shall become immediately due and payable and shall bear interest at the rate of 2 percent over the prime interest rate from the date of such transfer, assignment, sale, refinancing, mortgage, or other conveyance until paid in full. Should the outstanding indebtedness not be satisfied on the date of such transfer, assignment, sale, refinancing, mortgage, or other conveyance, this Mortgage may be foreclosed, and all costs and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. That so long as the Note secured hereunder remains outstanding, the Mortgagor shall neither voluntarily or involuntarily permit the Mortgaged Property or any part thereof to become subject to any other lien, mortgage, security interest or encumbrance of any kind whatsoever without the prior written consent of the Mortgagee.

9. Conversion to Condominiums or Home Ownership. The Mortgagor shall not convert the dwelling units in the project to condominium ownership, home ownership or to any form of cooperative ownership wherein rents are not affordable to lower income households (as these terms "affordable" and "lower income households" may be defined by the County) as determined by guidelines periodically updated by the Department of Housing and Urban Development.

10. Tenant Discrimination. The Mortgagor shall comply with all applicable federal, state and local laws and regulations prohibiting housing discrimination. The Mortgagor shall not discriminate against or deny occupancy to any tenant or prospective tenant by reason of race, color national origin, sex, religion, disability, marital status or because the tenant has a minor child or children who will be residing with them, unless the project is one reserved for elderly tenants. The Mortgagor shall not discriminate against or deny occupancy to any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance, under any federal, state, or local housing assistance program.

11. Receiver. In the event suit is instituted to foreclose this Mortgage or to enforce payment of any claims under this Mortgage, Mortgagee shall be entitled to the appointment of a receiver to take charge of the Premises, to collect the rents, and to care for the Premises, and such appointment shall be made by the court having jurisdiction thereof as a matter of absolute right to the Mortgagee, and all rents, profits, incomes, issues, and revenues of the Premises are hereby assigned and pledged as further security for payment of the Mortgage indebtedness, with the right on the part of Mortgagee at any time after default under this Mortgage to demand and receive and apply the same to the indebtedness secured by this Mortgage.

12. Condemnation. In the event all or any part of the Premises shall be condemned or taken for public use under powers of eminent domain, the proceeds of any award or claim for damages, direct or consequential, connected with the condemnation or taking are hereby assigned and shall be paid to Mortgagee subject and subordinate to the senior lien holder to collect and apply such proceeds in accordance with the First Mortgage up to the amount of the outstanding indebtedness secured by this Mortgage. Such condemnation or application shall not otherwise affect or vary the obligation of Mortgagor to pay the indebtedness.

13. Notice. Any Notices permitted or required under this Mortgage or the Note shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows or as otherwise designated by written notice given in the same manner:

As to Mortgagor: _____

As to Mortgagee: Lee County Department of Community Development
SHIP Administration, Division of Planning
P.O. Box 398
Fort Myers, FL 33902-0398

14. Parties Bound. This Mortgage shall be binding on and inure to the benefits of the parties and their respective administrators, successors, and assigns. Mortgagor's covenants and agreements shall be joint and several.

15. Severability. If any provision of this Mortgage shall be invalid or unenforceable under applicable law, the remainder of the Mortgage which can be given effect without the invalid provision shall be enforceable to the maximum extent permitted by law.

16. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Second Mortgage.

17. Applicable Law. This Mortgage shall be governed by and constructed in accordance with the laws of the State of Florida.

18. Compliance with Laws. Mortgagor warrants and represents that Mortgagor has complied, and shall hereafter comply, with all valid laws, ordinances, regulations, and orders of Federal, State, local and other governmental authorities that relate to the Premises, including the State Housing Initiatives Partnership program.

19. Remedies Cumulative. In the event of a default in payments due under the Note which remains uncured for 15 days after the due date, or in the event of any other default under this Mortgage which remains uncured for 15 days after notice from Mortgagee to Mortgagor, Mortgagee shall have, in addition to other rights and remedies specified in this Mortgage, all other rights and remedies provided by law or in the Note. The remedies of Mortgagee shall be cumulative and concurrent, and may be pursued singularly, successively, or together at the sole

discretion of Mortgagee, which may exercise them whenever necessary. The failure to exercise any right or remedy shall in no event be construed as a waiver or release of the right or remedy.

20. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor.

SAMPLE

IN WITNESS WHEREOF, this Second Mortgage has been given, executed, and delivered by Mortgagor on the date first above written.

In the Presence of:

Witness Signature

Mortgagor Signature

Witness Typed Name

Witness Signature

Mortgagor Signature

Witness Typed Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature

(SEAL)

Typed Name

Title

Serial Number

THIS INSTRUMENT PREPARED BY:
Community Development Department
Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, FL 33902-0398

THIS SPACE FOR RECORDING

SHIP RENTAL/SPECIAL NEEDS
SECOND MORTGAGE NOTE

Date: _____

Lee County, Florida

This Note is secured by a Second Mortgage on real Property located in Lee County, Florida, of the same date as this Note and executed by Maker(s) in favor of Lee County. This Promissory Note and the Second Mortgage securing payment of this Promissory Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount

of _____ dollars, dated _____

(the "First Note"), made by Borrower payable to

_____ (the "First Lender") and secured by that

certain Mortgage recorded in the Clerk's Office of Lee County, Florida (the "First Mortgage").

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of Lee County, the principal sum of _____ (\$ _____) with the first and final installment in the amount of _____ (\$ _____) being payable on _____ (15-year maturation) unless sooner repayment is required in accordance with the terms of this Note.

The Maker(s) of this Promissory Note have been granted a "Deferred Repayment Loan," the terms of which are intended to ensure that any State Housing Initiatives Partnership (SHIP) funds utilized to facilitate the purchase of this Property are recaptured and utilized to assist another affordable rental/special needs project unless the 15-year affordability requirements are met.

The terms of this Note do not require that payments of interest be made as long as the makers comply with the following conditions and provisions:

1. In the event the Maker(s) transfer, assign, sell, or in any manner dispose of all or a portion of the Property which is subject to the Second Mortgage securing this Note prior to fulfilling this agreement and the end of the amortization, then the principal amount of this Note shall become immediately due and payable.

2. The Maker(s) shall not refinance the indebtedness secured by this Promissory Note without prior approval of Lee County. The County prior to granting approval shall review the proposed refinancing in order to ensure that there will be sufficient equity after the proposed refinancing to recapture the SHIP monies.

3. The Maker(s) shall immediately contact the County to obtain approval should they desire to transfer, assign, sell, or in any manner dispose of all or a portion of the Property which is subject to the Second Mortgage securing this Note prior to fulfilling this agreement and the end of the amortization period. The County shall have the authority to disapprove any disposal where the proceeds of such would be less than fair-market value as determined by an independent appraisal by a State Certified Residential Appraiser.

All rental housing must be rented at affordable rates (i.e. rents will not exceed those limits adjusted for number of bedrooms published by the Florida Housing Finance Corporation) to qualified occupants for a period of fifteen years. SHIP funds will be provided non-amortizing deferred payment loans with zero interest or payments subject to the fifteen-year affordability period and will be forgiven at the expiration of that term. If the property is transferred before the fifteen-year affordability period, the full amount of the mortgage will be due to the Lee County Board of Commissioners SHIP Trust Fund. If the new buyer is eligible for the program, the mortgage may be assumed so long as all other SHIP requirements are met. All SHIP assisted rental properties offered for sale prior to 15 years or the term of assistance, whichever is longer, 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.

In the event of a sale, the proceeds of such shall be applied as follows:

a. If the sales price is sufficient, the proceeds will be applied as follows: 1) first to pay off the balance of the First Mortgage; and 2) the balance of the Second Mortgage representing the full subsidy as referenced by this Note; and 3) the Maker(s) down payment, principal payments and the cost of any capital improvements.

b. If the sales price is not sufficient to recover all items set forth in paragraph a, the subsidy as referenced by this Note will be reduced pro rata based on the time the Maker(s) have occupied the Property, except that the Maker(s) will not be allowed to recover more than the amount of their down payment, principal payments, and the documented cost of any capital improvements.

4. If the Maker(s) do not transfer, assign, refinance, sell, or in any manner dispose of all or a portion of the Property which is subject to the Second Mortgage securing this Note, then the

entire sum due and payable according to the terms of this Note will be considered paid in full at the end of the amortization period which is FIFTEEN (15) YEARS.

5. The County shall have the option, without notice to Maker(s), to declare the entire principal balance of this Note to be due and payable forthwith in advance of the maturity date upon the failure of Maker(s) to perform in accordance with any of the terms, covenants, or conditions of the Second Mortgage securing this Note or to pay any amount due under this Note. Forbearance by the County to exercise this option with respect to any failure to breach of Maker(s) shall not constitute a waiver of the right as to any continuing or subsequent failure or breach.

6. Maker(s) may prepay this Note in full at any time without penalty. Such repayment will be returned to the Lee County SHIP Affordable Housing Trust Fund.

7. Violation of any of the provisions contained herein may be deemed a default at the option of Lee County, Florida. Lee County, Florida, shall give fifteen (15) days written notice as to the termination of the Promissory Note and the remaining balance shall become payable at the end of said fifteen (15) days. The indebtedness represented by this Promissory Note is secured by a mortgage of even date from the Maker(s) herein to the payee with respect to those certain premises located at:

Lee County, Florida.

This Note and the Second Mortgage securing it shall be governed by and constructed in accordance with the laws of the State of Florida.

Maker(s) waives presentment, notice of dishonor, and protest and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, for the services of legal counsel employed to collect this Note or protect its security upon maturity or default.

MAKER(S):

Signature

Typed or Printed Name

DOCUMENTARY STAMPS IN THE AMOUNT REQUIRED BY FLORIDA LAW HAVE BEEN PURCHASED AND AFFIXED TO THE MORTGAGE OF EVEN DATE WHICH SECURES THIS NOTE.

Signature

Typed or Printed Name

SAMPLE