

**Escambia County SHIP Program  
Substantial Rehabilitation/Reconstruction Project Agreement  
Disaster Recovery Housing Program**

**THIS Agreement**, made and entered into this **19th** day of **JULY, 2016**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, ("County"), FID# 59-6000598 and **NORTHWEST FLORIDA COMMUNITY HOUSING DEVELOPMENT CORPORATION**, a not for profit corporation organized under the laws of the State of Florida ("Agency"), FID #47-1093103, for the sole purpose of providing State Housing Initiatives Partnership ("SHIP") funds to finance the substantial rehabilitation or complete reconstruction of single family housing units owned and occupied by low income persons in Escambia County affected by the February tornados (the "Project").

**WITNESSETH:**

**WHEREAS**, the Agency is a Florida not for profit corporation established for the purpose of enhancing affordable housing and revitalization of communities in the County, primarily for the benefit of lower income persons and families, and

**WHEREAS**, the Escambia County is the recipient of SHIP disaster funds made available through the Florida Housing Finance Corporation ("FHFC") to benefit victims of tornados hitting Escambia County February 15 and February 23, 2016, and

**WHEREAS**, a portion of said SHIP funds have been prioritized for use in financing the substantial rehabilitation or complete reconstruction of single family housing units owned and occupied by low income persons, and

**WHEREAS**, the Agency has demonstrated technical and financial capability to implement the Project,

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

**ARTICLE I  
Supervision**

1. Agency agrees to perform required tasks as stipulated in this contract in cooperation with the Neighborhood Enterprise Division (NED) of the Escambia County Neighborhood & Human Services Department.

1.1 The initial contract manager, responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, is designated as follows:

Contract Manager for County: Meredith Reeves, Division Manager  
Neighborhood Enterprise Division  
221 Palafox Place, Suite 200  
Pensacola, Florida 32502

Phone: (850) 595-0022  
E-Mail: *mareeves@myescambia.com*

1.2 Contract Coordinator for the Agency: Tim Evans, Executive Director  
Northwest Florida Community Housing Development  
Corporation  
300 West Leonard Street  
Pensacola, Florida 32501  
Phone: (850) 434-5456  
E-Mail: *tevans@pensacolahabitat.org*

## **ARTICLE II Funding**

2. The funds to be made available by the County in support of the Project shall not exceed **\$450,000.00**. The \$450,000.00 shall be available to support design, planning, project management and construction costs associated with the Project. Said funds are solely available from the State Housing Initiatives Partnership Program ("SHIP") disaster funding, as provided to Escambia County by the Florida Housing Finance Corporation ("FHFC"), referred to as "Grant". Approvals regarding the referenced Grants are incorporated in **Exhibit I** of this Agreement.

2.1. The Grant funds shall be expended to assist the Agency in meeting up to 100% of the total cost of designing the substantial rehabilitation or complete reconstruction of single family housing units owned and occupied by low income persons destroyed by the February 2016 tornado events.

2.2 The eligibility of homeowners, as identified in **Exhibit I** of this Agreement, with respect to income and fee simple ownership of the property to be assisted through the Project is critical to ensuring compliance with governing SHIP requirements. Failure to properly complete and document such eligibility could result in disallowance of Agency Project related expenditures by the County or FHFC should this phase of the Project be implemented without full and recurring coordination with NED. Should Agency elect to proceed with construction prior to obtaining written approval and authorization to do so by the County/NED the Agency acknowledges that the County/NED will be under no obligation to reimburse or pay for construction costs associated with said housing unit. Evidence of County/NED approval shall be documented by execution of the Program Application by the County Contract Manager, his/her designee or an alternate County official designated by the County in writing to the Agency.

## **ARTICLE III County Responsibilities**

3. The County is the recipient of the funds referenced in Article II above and shall have final authority regarding the eligibility of expenditures associated with such funds.

3.1. The County and Agency shall cooperatively manage the planning, implementation,

fiscal accountability, record-keeping, and compliance matters associated with the Project, and NED shall coordinate Project related activities and serve as the primary liaison as required to identify and document eligible design, Project management, and construction costs associated with the substantial rehabilitation or reconstruction of a minimum of **ten (10) owner occupied housing units** in accordance with the terms and conditions of this Agreement. The specific locations of the housing units to be addressed will be determined jointly by the County/NED and Agency based upon client applications processed on a first qualified/first served basis. **The final decision regarding individual client approvals shall rest with the County. County approval must be granted prior to proceeding with construction work.**

3.2. The County will screen applicants, provide verification of household income, and housing unit eligibility for the program and provide referrals to the Agency for eligible properties. Title searches and surveys will also be provided to the agency upon request.

3.3. All Grant compliance matters shall be under the control of the County and all Project related Grant payments shall be made by the County, upon recommendation by NED, and in consultation with the Agency. The County shall retain final authority for the approval or denial of Grant related payments. Payments shall be processed for payment only after submission of proper and complete documentation by the Agency. Payments shall be made by the County to the Agency, not more often than monthly, based upon the County SHIP funding levels, as applicable.

3.4 From SHIP funds authorized hereunder, the County will reimburse the Agency for eligible Project expenses, in not more than three progress draws (the first at unit commitment, the second at completion of dry-in phase of construction, and the final at 100% completion including all required inspections, lien releases, Certificate of Occupancy (CO) and homeowner approval/acceptance). The CO shall be issued in writing by the Escambia County Building Inspection Department for purposes of this Agreement.

3.5. For the duration of this Agreement, the County shall monitor, review and assess the performance of the Agency at least annually with regard to administrative matters, program records, fiscal management associated with the SHIP assistance and documentation of compliance with the provisions of this Agreement.

#### **ARTICLE IV Agency Responsibilities**

4. The Agency agrees to assist and cooperate with the County/NED, FHFC and other parties at all times throughout the planning, client qualification, housing design, site development and rehabilitation or reconstruction of housing units through this Project; and in assuring post occupancy compliance associated with SHIP assisted unit, specifically with regard to requirements stipulated in the SHIP mortgage that will be recorded by the County on each SHIP assisted property.

4.1. The Agency and/or its contractors and/or subcontractors shall properly secure and/or ensure that all plans, approvals, permits, insurances, certifications, and official actions

required to successfully culminate each housing unit to be rehabilitated or reconstructed through this Project are legally secured by any and all parties directly or indirectly participating in development, construction and occupancy of the SHIP assisted units. Following construction, all SHIP assisted units shall meet or exceed applicable requirements of the current Florida Building Code as adopted by Escambia County.

4.2. The Agency shall diligently prosecute the rehabilitation or reconstruction of a minimum of **ten (10) owner occupied housing units** in accordance with the terms and conditions as described herein and as further detailed as follows:

(a) SHIP funds committed to the Agency through this Agreement shall be limited to payments toward documented housing unit design, site work, Agency Project management cost (per unit construction management fee) and rehabilitation or reconstruction of the SHIP assisted housing units. **Aggregate per unit cost shall not exceed \$50,000, including the per unit Project Management fee of \$1,500 payable to the Agency with the final 100% completion payment for each housing unit.** The Agency will provide matching funds through the Community Contribution Tax Credit Program (CCTCP) to complete units.

(b) The Agency agrees that housing plans and technical specifications, including design standards and requirements, shall be subject to review and approval by the County prior to initiating construction of housing units under this Agreement. The Agency agrees that all contract documents entered with other firms or parties as required to implement this Agreement shall incorporate State and local contract language, forms, certifications, and related matters associated with SHIP project financing. Prior to execution, such contract documents shall be submitted to the County/NED for review and written approval prior to ensure that such provisions meet minimum SHIP requirements. Agency employees or qualified entities supervised by the Agency, shall perform construction oversight (Project management), inspection and approval functions so as to ensure proper completion of the construction work by selected project contractor(s). Prior to initiation of the construction work, the Project plans shall be approved and permitted by cognizant Escambia County permitting agencies and any other permitting authorities having jurisdiction over the Project. Such approvals shall be fully documented in the Project records maintained by the Agency and shall be provided to the County/NED during the appropriate phases of construction or upon request by the County.

(c) To secure reimbursement by the County, the Agency shall provide documentation (including any invoices, expenditures and proof of payment) to the County/ NED indicating the actual design, development, Project management and rehabilitation/ reconstruction costs incurred with respect to each completed housing unit and payment of all such costs by or through the Agency to ensure the avoidance of contractor, subcontractor, mechanic or vendor liens, encumbrances, judgments or other actions potentially endangering the property and title thereto. In the event that the Agency allows such liens, encumbrances, or other actions relating to the construction work to be placed against any of the individual properties assisted through this Agreement, the Agency shall be solely responsible for payment of all actual costs and legal or other professional fees incurred in effecting the immediate removal of any such encumbrance.

4.3 The Agency, as a sponsor in the Community Contribution Tax Credit Program (CCTCP)

shall continue to meet all requirements to remain a sponsor under the CCTCP. The agency will target businesses to participate with funding and volunteer hours in the CCTCP in order to leverage SHIP funding for the Project. Agency will coordinate all volunteer hours required for the CCTCP. All funds received from businesses relative to the CCTCP will be held and processed by the Agency.

4.4. In the event the Agency fails to fully complete rehabilitation or reconstruction of any of the approved individual housing units, the Agency shall be directly and solely liable for the repayment of the total SHIP funds reimbursed to the Agency by the County through this Agreement. Costs for incomplete units shall not be reimbursed by the County as only those units that are 100% complete are eligible for reimbursement through County controlled SHIP funds. In the event of such failure, the County shall immediately initiate actions to recover its interest. Repayment of any funds advanced by the County to the Agency for such "incomplete" units shall be made in full within sixty (60) days from the date of initiation of such action by the County. Any repayment by the Agency shall be deposited by the Office of the Clerk of the Circuit Court into the Escambia/Pensacola SHIP Housing Trust Fund. In the event that at the time of repayment, neither of these Trust Funds remain in existence, the repayment shall be deposited in County Fund 124 and shall be utilized to further affordable housing or community development activities in Escambia County.

4.5. The SHIP eligible homeowners assisted through this Project shall maintain occupancy of the rehabilitated or reconstructed homes for the period stipulated in the SHIP mortgage and note recorded in the public records of Escambia County, subject to repayment upon default of any of the provisions thereof.

4.6. The Agency, through County/NED, shall record a SHIP mortgage in favor of Escambia County upon closing on the construction contract with the eligible homeowner, but prior to securing the construction permit. The County will pay for this recording through its SHIP operating fees. The Agency will also record a mortgage in the amount of the tax credit funding provided so as to protect the property from being flipped. If necessary, a mortgage modification will be recorded at the end of construction to reflect the actual valuation on the property as by the appraisal performed on the property for the tax credit.

4.7 The Agency shall file monthly reports with the County in a format and with content similar to that incorporated into this Agreement as **Exhibit II**.

## **ARTICLE V Program Monitoring and Compliance Reviews**

5. The Agency shall cooperate fully with the County; NED; the State of Florida; FHFC or their duly authorized representatives, during the conduct of the annual performance review; SHIP Project monitoring; and/or with respect to the County's annual external audit. Access to all pertinent records and Project information shall be afforded to such entities upon reasonable request.

## **ARTICLE VI Agreement Period**

6. This Agreement shall commence on the 19th day of July, 2016, and shall continue for a term of one (1) year from said date or until all of the subject SHIP funds are fully expended; or in the event of immediate termination in the event SHIP funds cease to be made available to support the Activities cited in this Agreement; or for failure of the Agency to perform, according to Section 6.1 hereof. All provisions stated herein shall remain in force for the full term of this Agreement.

6.1. If the Agency should fail to perform their duties and responsibilities as defined herein, or should SHIP Grant funds cease to be available to the County, the County may, without any legal or financial liability, or recourse to the Agency terminate this Agreement by providing written notice to the Agency fifteen (15) days in advance of the effective date of such termination. In the event of termination for lack of funds, the County shall only be obligated to pay those costs incurred and approved for payment prior to the date of issuance of said termination notification to the Agency and such payments shall be made only to the extent that SHIP Grant funds are made available to the County for such purposes. Alternatively, in the event of termination for Agency's failure to perform, the County shall afford the Agency an opportunity to initiate actions to rectify the deficiency during the fifteen (15) day notification period. During this period, the County shall suspend any and all Grant payments pending successful resolution of the deficiency by the Agency.. Failing actions by the Agency to rectify the deficiencies within the fifteen (15) day period, the County shall thereupon immediately initiate action, including foreclosure actions in accordance with provisions of the mortgage and note to recover any previously expended SHIP funds from the Agency.

## **ARTICLE VII Records**

7. The County, NED, and Agency agree to maintain records specifically related to this project in an organized and properly indexed manner as to assure proper accountability and documentation of all project related activities, expenditures and actions.

7.1. The County, NED, and Agency Project specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of six (6) years following the termination of this Agreement, unless such records are the basis of litigation or audit, under which circumstance, they shall be maintained indefinitely pending the outcome of such litigation or audit. Access to such records shall be provided to the County, NED, the State of Florida, FHFC, and other duly authorized parties upon reasonable request.

7.2. The Agency and County/NED shall be jointly responsible for continually maintaining readily accessible, written documentation regarding the eligibility of SHIP assisted units and families as required by Florida Statutes, Chapter 420, Sections 420.907-420.9079 and FHFC Administrative Rule 67-37, and any amendments thereto., including but not limited to: client applications; client income information; SHIP assisted unit occupancy characteristics, SHIP and non-SHIP expenditures, and any other information as may be required for reporting or verification of eligibility. County and Agency agree that information may be shared between the two entities and that appropriate releases of information will be secured from participating clients to support this exchange.

7.3. The Agency, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of the Agency as required by the HUD Regulation at 24 CFR Part 92.505(b) and 92.506 and pertinent requirements of Florida Statutes, Chapter 420, Sections 420.907-420.9079 . One complete original of each annual audit, including the management letter and any responses to the audit as required of the Agency, shall be provided to the Escambia County Office of the Clerk of the Circuit Court/Finance Division by the Agency for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by the Agency, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

## **ARTICLE VIII Insurance and Indemnification**

8. The Agency shall act as independent contractors, and not as employees of the County in providing the aforementioned service. The Agency shall hold harmless Escambia County and its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

8.1 The Agency shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. The recipient shall maintain a commercial general liability insurance policy with minimum limits of coverage in the amount of \$1,000,000 per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability. The County shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of \$500,000, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. The Agency shall procure and maintain a workers' compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or shall provide written documentation of exemption from such requirements. The other party shall also purchase any other coverage's required by law for the benefit of the employees. Agency shall ensure that all construction, installation or

similar contractors employed by Agency in the completion of this project shall maintain workmen's compensation coverage in limits required by law.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Agency shall have certificates of insurance forwarded to:

Escambia County  
Office of Risk Management  
P.O. Box 1591  
Pensacola, Florida 32597

The certificates shall show Escambia County as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Agency shall furnish copies of its insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form, as determined by the County, which shows policies with Insurers with a Secure A.M. Best rating and financial rating guide. The County shall deem being named as an additional insured as sufficient proof of intent to be notified of any cancellation, adverse change or restriction, and no further endorsement or requirement shall be required of the insurance carrier. The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County, Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Agency shall, upon instruction of the County, cease all operations under the Agreement until directed by the County in writing, to resume operations.

8.2 Agency required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of coverage will be considered primary as related to all provisions of the Agreement.

8.3 The Agency agrees to pay on behalf of the County, as well as provide a legal defense for the County, which will be done only if and when requested by the County, for all claims as described in Article V of this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8.4 The Agency and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. The Agency agrees to indemnify and hold harmless the County, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of the Agency, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated



with the persecution of the work defined in this Agreement. Further, the Agency assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

## **ARTICLE IX Non-Profit Status Required**

9. The Agency is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service. Further, the Agency functions primarily as an affordable housing organization with specific emphasis upon providing homeowner opportunities for the less fortunate, and shall maintain its status for the duration of this Agreement.

## **ARTICLE X Project Schedule**

10. Agency and County agree to target completion of all activities under this Agreement on or before July 31, 2017. However, the Agency shall have the option to request additional time of up to 90 days to fully complete activities based on unexpected events or impediments.

## **ARTICLE XI General Provisions**

11. The County and Agency shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the SHIP Regulations, and subsequent amendments thereto.

11.1. The Agency and County shall fully conform to the provisions and requirements of the State Housing initiatives Partnership Program as found at Sections 420.907-420.9079 of the Florida Statutes and 67-37 of the Florida Administrative Code, and subsequent amendments thereto. Acceptance of such requirements is evidenced by the acknowledgement contained in **Exhibit III**.

11.2 All services associated with this project shall be made available in a non-discriminatory manner. The Agency shall not discriminate against any employee or applicant for employment because of race, sex, familial status, disability, religion, or national origin. The Agency shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship, The Agency agrees to post in a conspicuous place notices setting forth the provisions of this Equal Opportunity Clause.

11.3. The Agency is familiar with all of the terms and conditions of this Agreement and its responsibilities, indemnities, guarantees and warranties contained herein. The Agency agrees unconditionally to these terms.

## **ARTICLE XII Understanding of Terms**

12. **Exhibits I-III**, attached hereto are hereby incorporated as part and parcel of this Agreement and hold the same legal status as the main body of this Agreement.

12.1. This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

12.2. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

12.3. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

12.4. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

12.5. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the respected addresses stated below.

12.6. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

12.7. The terms of this Agreement shall survive closing upon the project.

**IN WITNESS WHEREOF**, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first above given.

**Signature page to follow**

(Remainder of this page is intentionally left blank)

**ESCAMBIA COUNTY, a political Subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS**

Attest: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

S E A L

**Northwest Florida Community Housing  
Development Corporation, a not for profit  
corporation organized under the laws of  
the State of Florida**

**WITNESSED:**

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

Print Name: \_\_\_\_\_

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

\_\_\_\_\_, Chair, Board of Directors

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

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016,  
by \_\_\_\_\_, who is \_\_\_\_\_ of Northwest Florida Community Housing  
Development Corporation, who did not take an oath and who:

\_\_\_\_ is/are personally known to me.

\_\_\_\_ produced current Florida driver's license or \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal must be affixed)

\_\_\_\_\_  
Name of Notary Printed

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

**EXHIBIT I**  
**Scope of Services**

## SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF THE SHIP PROJECT

### 1. PURPOSE

The purpose of this Agreement is to provide housing replacement assistance to certain eligible "Very Low" and "Low Income" families. A "Very Low Income" family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. County shall annually provide updated income eligibility guidelines for use by Agency in carrying out the requirements of this Agreement.

Limited funding may be made available for "Moderate Income" families in conjunction with outside funding sources, such as the Escambia County Housing Finance Authority at the discretion of the Agency and the County in accordance with the Escambia Pensacola SHIP Local Housing Assistance Plan (LHAP). A "Moderate Income" family is defined as a family with total gross income from all sources equal to or below one hundred twenty percent (120%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. Funds for this income level are limited to \$15,000 per unit.

### 2. SCOPE OF SERVICES

The County shall provide affordable housing client eligibility intake, verification, and referrals to Agency under this Agreement. County will also provide title work, surveys, and if available, demolition/clearance of subject properties. Agency shall provide construction services under terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make certain funds available to support the substantial rehabilitation or replacement of owner occupied units targeting Very Low and Low Income families affected by the February 2016 tornadoes. Such funds are allocated from **Escambia/ Pensacola SHIP Program** funds in the amount of **\$450,000.00** (2016 SHIP).

SHIP Program housing replacement funds shall be committed by the County on behalf of eligible "Very Low" and "Low Income" families residing in Escambia County, Florida, in an amount not to exceed \$100,000 per home, unless Agency is notified in writing by the County Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP Local Housing Assistance Plan. Agency shall attempt to keep costs per unit at \$50,000 or less.

### 3. OBJECTIVES

Agency shall cause the replacement of at least ten (10) single family homes, owned and occupied by "Very Low" or "Low Income" families within Escambia County during the term of this Agreement

impacted by the February tornados. Homes for "Moderate Income" families will be reviewed on a case by case basis. Targeted properties may be located anywhere in Escambia County, including the Town of Century.

#### 4. SERVICES

Agency shall perform or cooperate in performance of the following services as required to implement the Agreement.

A. Develop or adapt existing forms, policies, data collection, record keeping, and other matters as necessary to document Project activity costs, utilization of SHIP Project funds and non-SHIP Program funds on a per unit (home) basis.

B. Provide services associated with housing replacement, appraisal services, development of construction specifications, selection of construction vendors, oversight of volunteers, construction management and completion inspection(s) and coordination of any resources needed to produce a minimum of ten (10) units within the term of this Agreement at a SHIP Program cost of not more than **\$100,000** per unit (including service delivery costs), unless Agency is notified in writing by the County Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP LHAP. Due to the match Agency is expected to bring to the Project, Agency is to target SHIP funds at or below \$50,000 per unit.

#### 5. QUARTERLY REPORTS

A. Agency shall prepare and provide to the contract manager a report of activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this Agreement until received by the County.

B. The Quarterly Report shall contain a narrative on the progress of the project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein, unless an alternate form is mutually approved by the County and Agency.

C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding of further payments under this Agreement.

#### 6. PAYMENT SCHEDULE AND PROCEDURE

A. All applicants (clients) for financial assistance under this Agreement shall file an Application with the County and/or Town of Century or its designated Contract Coordinator/Agent in accordance with regulations governing the SHIP Replacement Housing Assistance Project. All applicants for assistance shall be initially determined eligible under the SHIP Project by the County Contract Manager and shall be referred to Agency for replacement housing activities. The County will provide Agency with written approval of the applicant for the Project, together with title work, surveys, and/or other appropriate documents to effect Project.

B. As a pre-condition to payment by the County hereunder, for each housing unit the Agency shall make a request for a SHIP funds by presenting to the County Contract Manager a request for funding as follows:

<b>Project Milestones per Unit</b>	<b>Fee Schedule</b>
Unit Commitment and Selection of Plan by Applicant	1/3
Completion of Dry-In Phase of Reconstruction	1/3
100% Completion	1/3, plus \$1500 service delivery fee

C. The final construction draw shall be paid to the Agency (or Agency’s contractor) upon completion of renovation work evidenced by a copy of the final inspection reports and/or certificate of occupancy issued by appropriate local officials. Agency shall provide a minimum twelve (12) month warranty on all materials and workmanship for the benefit of the eligible homeowner. Agency shall provide all documentation regarding sources and uses of funds, including CCTCP funds at completion. Agency shall work with County regarding final mortgage amounts, with modifications to be effected for the benefit of the property owner to reflect actual funding amounts expended on behalf of the applicant.

**7. PROJECT EVALUATION, MONITORING AND REVIEW**

A. The Project will be monitored continuously based upon the documentation submitted by Agency. Additionally, the County will monitor the Project at three (3), six (6) and nine (9) month intervals. Agency shall provide Project related information to the contract manager to assist their review and will be responsible for compliance with the terms of this Agreement.

B. The County shall review and evaluate Agency's performance under this Agreement and the effectiveness of the Project in preserving affordable housing units. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of this Agreement.

**ESCAMBIA/PENSACOLA  
MAXIMUM INCOME ELIGIBILITY LIMITS**

(Effective March 6, 2015)

<b># PERSONS IN FAMILY</b>	<b>VERY LOW INCOME (50% OF MEDIAN)</b>	<b>LOW INCOME (80% OF MEDIAN)</b>
<b>1</b>	\$21,650	\$34,650
<b>2</b>	24,750	39,600
<b>3</b>	27,850	44,550
<b>4</b>	30,900	49,450
<b>5</b>	33,400	53,450



# **EXHIBIT II**

## **Quarterly Status Report (Sample Format)**

**QUARTERLY STATUS REPORT**  
**REPORT # \_\_\_\_\_**

<b>TO:</b>	<b>ESCAMBIA COUNTY, NEIGHBORHOOD ENTERPRISE DIVISION</b>
<b>FROM:</b>	
<b>DATE:</b>	
<b>PROJECT:</b>	
<b>QUARTER:</b>	<input type="checkbox"/> <b>OCTOBER-DECEMBER (DUE JANUNARY)</b> <input type="checkbox"/> <b>JANUARY-MARCH (DUE APRIL)</b> <input type="checkbox"/> <b>APRIL-JUNE (DUE JULY)</b> <input type="checkbox"/> <b>JULY-SEPTEMBER (DUE OCTOBER)</b>

**I. PROGRESS REPORT**

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM). If this information is submitted at the time of client approval please do not resubmit the data in this report. A summarization will be acceptable.

-----  
 B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE AMOUNT OF ASSISTANCE THEY RECEIVED.

-----  
 C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

-----  
 D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITES THAT WILL TAKE PLACE DURING THE NEXT REPORTING PERIOD.

**QUARTERLY FINANCIAL REPORT**

<b>PROJECT:</b>	
<b>CONTRACT YR:</b>	
<b>QUARTER:</b>	<input type="checkbox"/> <b>OCTOBER-DECEMBER (DUE JANUNARY)</b> <input type="checkbox"/> <b>JANUARY-MARCH (DUE APRIL)</b> <input type="checkbox"/> <b>APRIL-JUNE (DUE JULY)</b> <input type="checkbox"/> <b>JULY-SEPTEMBER (DUE OCTOBER)</b>
<b>CONTRACT AMOUNT:</b>	<b>\$</b> _____

**EXPENDITURES:**

<u>CLIENT NAME/UNIT ADDRESS</u>	<u>COST</u>
_____	
_____	
_____	
_____	
_____	

<b>Total expenditures this period</b>	<b>\$</b> _____
<b>Remaining contract amount</b>	<b>\$</b> _____
<b>Balance end of this reporting period</b>	<b>\$</b> _____

**Comments**

\_\_\_\_\_

\_\_\_\_\_

**I certify, that to the best of my knowledge, the financial and client data reported is true and correct.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Date**

# **EXHIBIT III**

**SHIP PROGRAM RULES AND REGULATIONS  
CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE**

**CERTIFICATION OF RECEIPT  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM  
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37**, and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

SHIP Governance can be found online at:  
[http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/AppPage\\_ListPage.aspx?PageID=14](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=14)

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

SHIP Income Manual and Addendum can be found online at:  
<http://www.floridahousing.org/HousingPartners/LocalGovernments/>

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

NORTHWEST FLORIDA COMMUNITY HOUSING  
DEVELOPMENT CORPORATION

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

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