

**SPECIAL NEEDS HOUSING FOR PERSONS WITH
DEVELOPMENTAL DISABILITIES AGREEMENT
(The ARC Gateway, Inc. / 2015 SHIP)**

THIS AGREEMENT is made and entered into this 22nd day of January, **2015**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, hereinafter referred to as "County"; and **THE ARC GATEWAY, INC.**, a not for profit corporation organized under the laws of the State of Florida (Federal Identification Number 59-0940528), hereinafter referred to as "Agency"; for the sole purpose of providing Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program (hereinafter "SHIP") funds to support the development of a new group home facility to serve persons with developmental disabilities in Escambia County (the "Project").

WITNESSETH:

WHEREAS, the County has provided limited targeted support for improvements that provide significant public benefit for special needs populations and that meet identified community needs; and,

WHEREAS, in the 2014 session the Florida legislature mandated a funding set-aside within the 2015 SHIP allocation effectively targeting rehabilitation of housing for persons with special needs, with the highest priority being housing serving those persons with developmental disabilities; and,

WHEREAS, the Agency is a non-profit organization established and properly licensed to provide housing and supportive services for persons with developmental disabilities within Escambia County; and,

WHEREAS, the County received 2015 SHIP funds from the State of Florida, Florida Housing Finance Corporation ("FHFC") for use in furtherance of its public purpose; and,

WHEREAS, a portion of said grant funding is prioritized and approved for the express purpose of assisting with the rehabilitation of housing to enhance the independence and quality of life for persons with developmental disabilities; and,

WHEREAS, the facility to be developed will be utilized by the Agency to serve persons with special needs in accordance with provisions of Florida Statutes Chapter 420.0004 and accompanying provisions of SHIP Administrative Rule 67-37; and,

WHEREAS, the Agency possesses the financial and managerial ability to provide for continued staffing, operation and maintenance of the facilities following completion of the new facility.

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

ARTICLE I Supervision

1. The Agency agrees to perform required services under the general coordination of the Neighborhood Enterprise Division (“NED”) of the Escambia County Community & Environment Department or other duly approved County authority as the County may direct.

1.1 Initial contract managers, responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, are designated as follows:

Contract Manager for County: Meredith Reeves Nunnari, Division Manager
Neighborhood Enterprise Division
221 S Palafox Place, Suite 200
Pensacola, Florida 32502
Phone: (850) 595-0022
E-Mail: mrnunnari@myescambia.com

Contract Coordinator for Agency: Melissa Rogers, CEO
The ARC Gateway, Inc.
3932 North 10th Avenue
Pensacola, Florida 32503
Phone: (850) 438-2638
E-Mail: mrogers@arc-gateway.org

ARTICLE II Funding

2. The County agrees to provide SHIP funds in an aggregate amount not to exceed **\$ 289,339.00** payable solely from SHIP funds made available to the County through the 2015 SHIP Program Grant as provided by FHFC. In addition to the SHIP funds provided herein, Agency agrees to document the expenditure/contribution of **an additional \$30,000 of Agency funds** or resources toward the total cost of this development project within the term of this Agreement. One hundred percent of the Agency funds shall be applied toward the purchase price of the property upon which the facility will be constructed.

2.1 Parties hereto agree that SHIP funds shall be paid by the County to the Agency, on a reimbursement basis, to support costs of developing the group home facility, which will be owned by Pollak Rehabilitation Center, Inc. (“PRC, Inc.”), a subsidiary of the Agency, as further detailed herein.

ARTICLE III County Responsibilities

3. As the legal recipient of the SHIP funds referenced in Article II above, the County shall have final authority regarding the allowability of expenditures associated with such funds. Should the County find or declare any SHIP expenditure unallowable based upon governing SHIP Regulations at Chapter 420, Florida Statutes; Florida Housing Finance Corporation

(FHFC) Administrative Rule 67-37; or regulatory policies related thereto, the County retains the right to refuse payment of SHIP funds pending receipt of determination of allowability from FHFC.

3.1 County, through NED, shall maintain continuous involvement in the construction of a **new six (6) bedroom** group home for the benefit of the Agency's developmentally disabled clients, including: project planning/scheduling/ oversight; preparation of rehabilitation specifications and bid/quotation solicitation documents; review of bids/quotes received; review of construction contracts/proposals (for contractors or subcontractors); award of construction contract(s) and final approval(s); processing any and all payments associated with the County SHIP funds; and monitoring construction contract compliance matters related to the construction and occupancy of the group home. The County's total investment in the project shall not exceed **\$289,339.00** as required to fund the amount of the development site/property purchase that is above of the development site located at **3480 Arizona Drive, Pensacola, FL 32504** (see **Exhibit I** for development site/property location) and complete all phases of construction through issuance of a Certificate of Occupancy by the City of Pensacola Building Inspections Division and acceptance of the facility by the Agency for the use described herein. The six bedroom group home facilities to be constructed with SHIP funds will be managed and operated by the Agency but will be owned by PRC, Inc., a subsidiary of the Agency in which Agency properties are vested. Upon completion, the group home shall be solely utilized by the Agency for the provision of housing and related services for persons with developmental disabilities as described in Article IV Section 4.3 of this Agreement. The group home shall be constructed to meet the needs of Agency within the **\$289,339.00** funding limitation posed herein, unless the Agency elects to provide additional funding from its resources to address all costs in excess of this amount. For purposes of this agreement, the Agency shall provide a minimum of **\$30,000** of the total development costs from non-SHIP resources and such funds shall be specifically applied toward the purchase of the property upon which the group home will be constructed. By execution of this Agreement, Agency agrees to the utilization of the properties in accordance with the terms and conditions stipulated herein.

3.2 The Agency and County shall make every effort to complete construction of the six bedroom group home within a maximum of one hundred eighty (180) days of the date of this Agreement, and the Agency shall take the actions required to ensure the facility is available for continued occupancy by eligible persons within sixty (60) days thereafter. However, under no circumstances shall the County incur any liability whether legal, financial or otherwise, if the construction process exceeds the one hundred eighty (180) days or if the project is terminated by action of the County or Agency.

3.3 All SHIP Grant compliance matters shall be under the control of the County, through NED, and all project related SHIP Grant payments shall be made by the responsible fiscal officers of the County in consultation with the County, NED staff and the Agency. However, the County shall retain final authority over the approval or denial of SHIP related payments. The Agency shall secure written competitive quotes or bids from properly licensed contractors for completion of all components of the construction work and shall fully document same to the County via NED. No work shall commence on construction of the group home prior to approval of the contractor selection by the County via NED. If required, the Agency shall, from

its own non-SHIP financial resources, be totally responsible for selection of and payment for professional services required for facility design and development of technical specifications.

3.4 The County and Agency shall adhere to all applicable Federal, State and local regulations during the completion of the Project.

ARTICLE IV Agency Responsibilities

4. The Agency agrees to fully cooperate and assist the County and NED staff in a manner prescribed by the County, in completing the Project, throughout the design, bidding and construction process and shall ensure that the resulting units meet the needs of the Agency for the intended use specified in Article IV Section 4.3 of this Agreement. An overview of the construction plans and specifications for the planned group home, as designed for occupancy by persons with developmental disabilities, is incorporated as **EXHIBIT II** of this Agreement.

4.1 The Agency's designated Contract Coordinator shall serve as liaison to the County and NED staff for purposes of implementation of this project and such representative shall continually coordinate with the County's designated Contract Manager to assure positive culmination of the project.

4.2 The Agency's Contract Coordinator or representative(s) shall participate in routine meetings, telephone conferences, and project reviews; and shall bring any project related concerns to the attention of the County Contract Managers in the most prudent manner possible. Within thirty (30) days after the approval of this Agreement the Agency shall provide clear documentation, to the satisfaction of County, of the availability of Agency resources and financial support as necessary to ensure that continuing operational costs for the group home facility will be available to the Agency upon Project completion and without further Project specific funding from the County.

4.3 Following construction of the six bedroom group home at the location denoted in **Exhibit I** of this Agreement, the SHIP assisted units shall be continuously utilized by the Agency expressly and solely for the provision of housing and related services for **six (6) persons** with developmental disabilities. The new group home will have approved (licensed) minimum capacity of **six (6)** persons. For purposes of this agreement, the term "*developmental disabilities*" shall refer to *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.* An Eligible Person is defined as a person with developmental disabilities under case management of the Agency and having a gross family income less than *fifty percent (50%)* of the Pensacola area median income adjusted for family size. Said persons must be concurrently receiving case management and/or supportive services from the Agency to assist in maintaining their ability to live independently in the community. Such services shall minimally include: routine interaction to ensure the mental and emotional stability of the individual; monitoring proper use of prescribed medications; life skills or similar

habitability training; job readiness/job search; reasonable access to existing GED, vocational or similar educational opportunities; money management counseling; and other services as may be warranted based upon the individual needs of each person. Housing and all related services provided to eligible persons by the Agency utilizing the units developed hereunder shall be continually made available in a non-discriminatory manner to all persons. This continuing use requirement shall be legally confirmed by recording a **Property Use Deed Restriction** in the official property records of Escambia County limiting the use of the group home facilities to the purposes specified in this Agreement. Said deed restriction shall be in conformance with the document provided in **EXHIBIT III** of this Agreement, and shall be recorded prior to completing construction of the group home facility financed through this Agreement. Failure of the Agency to conform to the prescribed facility use restrictions shall render this Agreement null and void, resulting in the cancellation of the Agreement, whereupon, the Agency shall repay the SHIP funds to the County in amounts equal to the contribution provided hereunder; or the Agency shall obtain written County approval of an acceptable alternate use of the subject group home. In this regard, for the duration of this Agreement, the County retains the exclusive right to review and approve alternate uses of the group home facility in accordance with the SHIP Program eligibility requirements as specified in Chapter 420 Florida Statutes, FHFC Administrative Rule 67-37, and subsequent amendments thereto.

4.4 Subsequent to completion of the construction of the **six bedroom group home**, the SHIP assisted units shall be managed and operated by the Agency and owned by the Agency's subsidiary, PRC, Inc., for utilization as detailed in Article IV Section 4.3 of this Agreement and in accordance with the general terms and conditions cited throughout this Agreement. Immediately upon completion of construction work, as evidenced by the issuance of the Certificate of Occupancy by the City of Pensacola Building Inspections Division, all responsibility and liability for the ongoing day-to-day oversight, staffing, operational funding, maintenance, repair, regulatory compliance, insurance and any related obligation or requirement associated with the SHIP assisted Project (group home) shall vest with the Agency. Execution of this agreement indicates the Agency's concurrence with the restrictions imposed herein.

4.5 The Agency initiate utilization of the group home for meeting the needs of persons with development disabilities not more than thirty (30) days after completion of the construction process, as documented by the date of the Certificate of Occupancy issued by the cognizant building official of the City of Pensacola, and further, shall ensure that the subject group home is fully occupied by Eligible Persons, as defined in Section 4.3 of this Agreement, within a maximum of sixty (60) days after such date. Such action shall include the provision of funds, licenses, insurance, certifications, staffing and approvals by the Agency as required to assure delivery of services on a continuous basis for the purposes of serving Eligible Persons as described in this Agreement.

4.6 The Agency and its subsidiary, PRC, Inc., are currently chartered Florida non-profit corporations organized in accordance with Chapter 617 of the Florida Statutes. Further, Agency is recognized as a 501(c)(3) non-profit corporation by the United States Internal Revenue Service. The Agency shall maintain the foregoing status throughout the term of the

Agreement. Initial documentation of Florida incorporation and IRS 501(C)(3) designation is included in **EXHIBIT IV** of this Agreement. If at any time during the term of this agreement the Agency's non-profit status or the corporate status of its subsidiary, PRC, Inc., are terminated, withdrawn, threatened or altered in any manner, the Agency shall immediately provide written notification of such action to the County. Such change in status shall constitute a breach of this agreement, and subject said agreement to cancellation in accordance with provisions of Article VIII Section 8.1 of this Agreement.

ARTICLE V

Data Collection and Reporting

5. The Agency shall maintain accurate and timely records detailing the occupancy status of the group home facility at all times, including characteristics, family income, occupancy status, etc. as directed by the County/NED, and detailed in **EXHIBIT V** of this Agreement. Reporting requirements may be revised from time to time to meet data needs of the County/ (NED).

5.1 Agency shall cooperate with County/NED in assuring that SHIP income compliance requirements are met by each person prior to occupying or reoccupying SHIP assisted group homes. Income certifications, along with clear documentation of income eligibility of each person, for each individual residing in the SHIP assisted group home following completion of rehabilitation work shall be provided, in writing, to County/NED. County/NED shall provide required income certification forms and training to Agency staff on a routine basis to ensure continuing compliance with SHIP eligibility restrictions.

5.2 Reports shall minimally provide the client information, accomplishments, and supporting information cited in the sample documents provided in **EXHIBIT V**. Agency is encouraged to utilize the supplied formats, but the County/NED will accept alternate reporting forms to the extent the required data is clearly detailed.

ARTICLE VI

Facility Use Only for Designated Purposes

6. Upon completion of the construction of the group home facility, as evidenced by final permit inspection(s) and approval(s) issued by the cognizant Building Official of the County or City of Pensacola, as appropriate, said facility shall be continuously utilized by the Agency solely for the provision of housing in accordance with provisions, terms and limitations of this Agreement. No alternate uses are implied or authorized by this Agreement. Therefore, should the Grant assisted facility cease to be used for the authorized purpose for any consecutive period exceeding sixty (60) calendar days, the Agency shall immediately notify the County of such action.

6.1 In the event the Agency ceases to use the group home facilities for the original purpose, in accordance with the property use deed restriction the Agency shall repay to the County all SHIP funds provided in support of the construction of the group home; *unless the Agency obtains written County approval of an acceptable alternate use of the unit.* The County shall have the final approval authority regarding alternative uses for the group home for the duration

of this Agreement.

6.2 The Agency shall possess and control the group home for the stated purpose and shall not encumber, mortgage, pledge, or otherwise endanger the SHIP assisted facility without the prior express consent of the County. Said terms and conditions shall remain in effect for the full duration of this Agreement.

ARTICLE VII Term of Agreement

7. This Agreement shall commence on the 22nd day of January, **2015**, and terminate exactly sixteen (16) years later, unless terminated earlier per Section 6.1 or Section 7.1

7.1 If Agency should fail to perform its duties as defined herein with respect to the SHIP assisted facility, or should SHIP funds cease to be available to the County, the County may without legal or financial liability, or recourse to Agency, terminate this Agreement by providing written fifteen (15) day notification to the Agency. In the event the termination is 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 Agency, and such payments shall be made only to the extent that SHIP 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 the 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 SHIP payments pending successful resolution of the deficiency by the Agency, and/or seek other remedies as provided in this Agreement or provisions of law.

ARTICLE VIII Records

8. The County and Agency agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation.

8.1 The County and Agency, including the Agency's subsidiary, PRC, Inc., shall maintain Project specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of five (5) years following post-construction use of the group home by the Agency, unless such records are the subject of litigation or audit, whereupon, such records shall be maintained indefinitely pending completion of said litigation or audit. Access to such records will be provided to the County, Florida Housing Finance Corporation (FHFC) and/or other duly authorized parties upon request.

8.2 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. One (1) complete original of each annual audit shall be provided to the 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 Office of the Clerk of the Circuit Court/Finance Division.

ARTICLE IX Civil Rights and Anti-Discrimination

9. The Agency accepts the terms of this Agreement, the SHIP Grant, and all related provisions included in this Agreement, as the same may be amended.

9.1 All parties agree to provide Equal Employment Opportunity to all individuals regardless of sex, race, color, handicap, familial status, disability, religion, or national origin. The Agency and County shall not discriminate against any employee or applicant, because of race, religion, color, sex, national origin, disability, or familial status. The Agency and County shall take affirmative action to ensure that applicants are employed, and that employees 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 these provisions.

9.2 The Agency shall provide written reports at least annually to the County Contract Manager, in a form and manner generally prescribed in **EXHIBIT V** of this Agreement, stipulating number of persons served, estimated racial composition of clients served, and the type of service provided through the facility, and such other and additional information as the County may reasonably require. Such reports shall be provided to the County Contract Manger at least quarterly for the duration of this Agreement, unless written authorization to dispense with said reporting is provided to the Agency by the County Contract Manager.

9.3 All services and facilities associated with this project shall be made available by the Agency in a non-discriminatory manner. Services and access to the facilities shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. Further, the facilities will be operated in strict accordance with provisions of the Americans with Disabilities Act (ADA) and shall be accessible to the degree mandated by law. The Agency accepts sole responsibility for ensuring such non-discriminatory access.

ARTICLE X Insurance and Indemnification Requirements

10. The Agency shall act as independent contractor and not as employees of the County in providing the aforementioned services. The Agency shall hold harmless Escambia County and its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, agents, and representatives 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 of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement, provided any such claim, suit, action

damage, liability or expense is caused in whole or in part by an act or omission of the Agency, or the contractors, subcontractors, representatives, licensees, invitees, agents or employees of the Agency, or employees of any of the aforementioned individuals or entities. 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 of insurance.

10.1 Agency, for itself and its subsidiary, PRC, Inc. as the responsible entities with respect to operation and ownership of the group home facility, shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Agency in managing and implementing the activities described herein with combined single limits of **\$1,000,000**, including coverage for bodily injury, broad form property damage, personal injury, contractual liability, and independent contractors. The Agency shall purchase on forms no more restrictive than the latest editions of the Comprehensive General Liability and Business Auto policies filed by the Insurance Services Office. 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. All worker's compensation and employer's liability insurance required by applicable Florida law, and the responsibility of coverages of the Agency.

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 the 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 the Agency's 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 equal to, as determined by the County, an ACORD 25. Any wording which would make notification of cancellation, adverse change or restriction in coverage to the County, an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. 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 instructions of the County, cease all operations under the agreement until directed by the County, in writing, to resume operations.

10.2 Builders Risk Insurance Coverage. The Agency shall ensure that the Contractor completing work on the site or the Agency shall carry builder's risk insurance for the duration of the construction process in an amount adequate to cover the full value of the facility including improvements made by the Contractor. The County shall be listed as loss payee by endorsement on the policy and the Certificate of Insurance and shall have the power to adjust and settle any loss.

10.3 The 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 related to all provisions of the agreement.

10.4 The Agency agrees to pay on behalf of the County, as well as provide a legal defense for the County, both of 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.

10.5 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. 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 XI

Nepotism

11. The Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE XII
SHIP Grant Program Income

12. SHIP funds shall be provided to the Agency in the form of a grant with provision for total forgiveness at the end of the *minimum fifteen year affordability period* and therefore, no program income is anticipated to result from investment of SHIP funds. Any rental or related income generated by the occupancy of the group home shall be used by the Agency to support operational costs of the housing and related services.

ARTICLE XIII
Uniform Requirements

13. Agency will comply with all applicable provisions of the requirements associated with the expenditure of SHIP Grant funds per the SHIP Regulations at Chapter 420 Florida Statutes; Florida Housing Finance Corporation (FHFC) Administrative Rule 67-37; specific requirements mandated by the Florida legislature with respect to expenditure of SHIP Funds (as identified herein) or regulatory policies related to these statutes and rules. In executing this Agreement and the certification provided in **EXHIBIT VI** of this Agreement, Agency certifies that it shall cooperate in all actions required to fully comply with said provisions of law.

ARTICLE XIV
General Provisions

14. The Agency agrees that the contents of **EXHIBITS I, II, III, IV, V and VI** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

14.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

14.2 To permit and facilitate such audits and reviews as may be required by FHFC, the Escambia County Clerk of the Circuit Court/Finance Division, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

14.3 To produce all documents upon request by the County, FHFC, or the authorized representatives of each;

14.4 The ARC Gateway, Inc. functions primarily as a community based educational and social service organization and, for purposes of this Agreement, maintains a specific emphasis upon assisting developmentally disabled persons in this community, and the Agency resolves to maintain such function for the duration of this Agreement. PRC, Inc., a subsidiary of the Agency, will be the owner of record of property and improvements upon which the facility financed hereunder is constructed.

ARTICLE XV
Understanding of Terms

15. 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 all parties, except as provided under Article VI Section 6.1 above. 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.

15.1 This Agreement is executed in 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.

15.2 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 governing law, the validity of 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.

15.3 The 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.

15.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under paragraph 1, above.

15.5 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action 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.

[SIGNATURE PAGES FOLLOW]

**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: _____
Deputy Clerk

(SEAL)

By: _____
Steven Barry, Chairman

BCC Approved: January 22, 2015

Approved as to form and legal sufficiency:

Approved as to form and legal
sufficiency.

By/Title: Kelley DeHart

Date: 12/29/14

THE ARC GATEWAY, INC., a not for profit corporation chartered in the State of Florida, by and through its **Board of Directors**

WITNESSED:

By: _____

Vincent Andry
President, Board of Directors

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Vincent Andry, who is President of the Board of Directors of The ARC Gateway, Inc., a not for profit corporation, who did not take an oath and who:

____ is/are personally known to me.

____ produced current Florida driver's license as identification.

____ produced current _____ as identification.

(Notary Seal must be affixed)

Signature of Notary Public

Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

EXHIBIT I

THE ARC GATEWAY, INC. SPECIAL NEEDS HOUSING FOR PERSONS WITH DEVELOPMENTAL DISABILITIES

PLANNED PROJECT (FACILITY) DEVELOPMENT SITE

Property Address: 3480 Arizona Drive, Pensacola, FL 32504

Property ID Number: 16-1S-29-0550-120-008

Legal Description: LOT 12, BLOCK H, BAY CLIFF ESTATES, A SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 9 AT PAGE 3 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Source: Escambia County Property Appraiser

[←](#) [Navigate Mode](#) [Account](#) [Reference](#) [→](#)

[Restore Full Page Version](#)

General Information Reference: 161S290550120008 Account: 012647576 Owners: KING ROBERT ALAN & SANDRA LYNN TRUSTEES Mail: 4060 BURBANK DR PENSACOLA, FL 32504 Situs: 3500 ARIZONA DR 32504 Use Code: VACANT RESIDENTIAL Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	2014 Certified Roll Assessment Improvements: \$0 Land: \$36,100 Total: \$36,100 Non-Homestead Cap: \$36,100 Disclaimer Amendment 1/Portability Calculations
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Sales Data <table border="1"><thead><tr><th>Sale Date</th><th>Book</th><th>Page</th><th>Value</th><th>Type</th><th>Official Records (New Window)</th></tr></thead><tbody><tr><td>12/1996</td><td>4082</td><td>145</td><td>\$100</td><td>WD</td><td>View Instr</td></tr><tr><td>11/1992</td><td>3266</td><td>33</td><td>\$22,000</td><td>WD</td><td>View Instr</td></tr><tr><td>10/1979</td><td>1682</td><td>562</td><td>\$11,550</td><td>WD</td><td>View Instr</td></tr></tbody></table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/1996	4082	145	\$100	WD	View Instr	11/1992	3266	33	\$22,000	WD	View Instr	10/1979	1682	562	\$11,550	WD	View Instr	2014 Certified Roll Exemptions None Legal Description LT 12 BLK H BAY CLIFF ESTATES PB 9 P 3 OR 3266 P 33... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
12/1996	4082	145	\$100	WD	View Instr																				
11/1992	3266	33	\$22,000	WD	View Instr																				
10/1979	1682	562	\$11,550	WD	View Instr																				

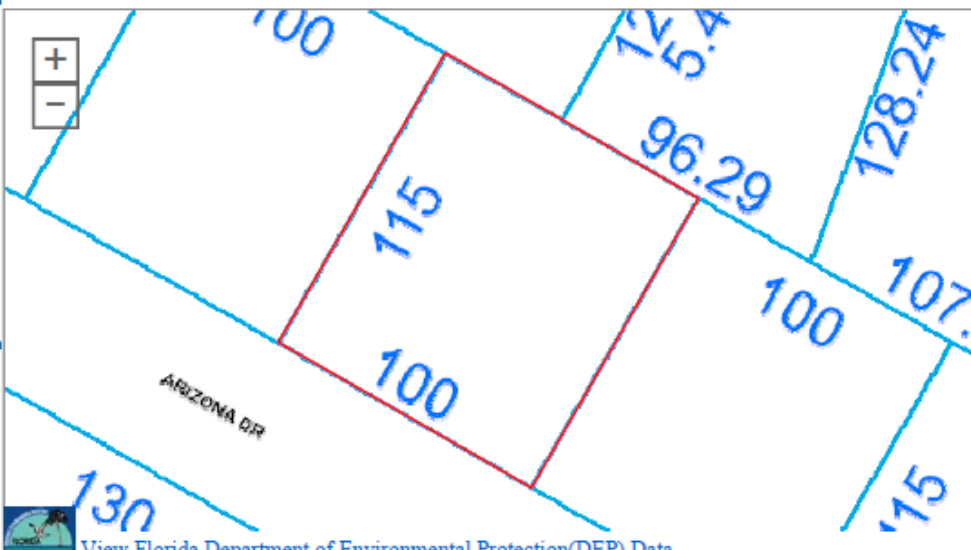
Parcel Information [Launch Interactive Map](#)

Section Map Id: [16-1S-29-1](#)

Approx. Acreage: 0.2600

Zoned: R-1AAA

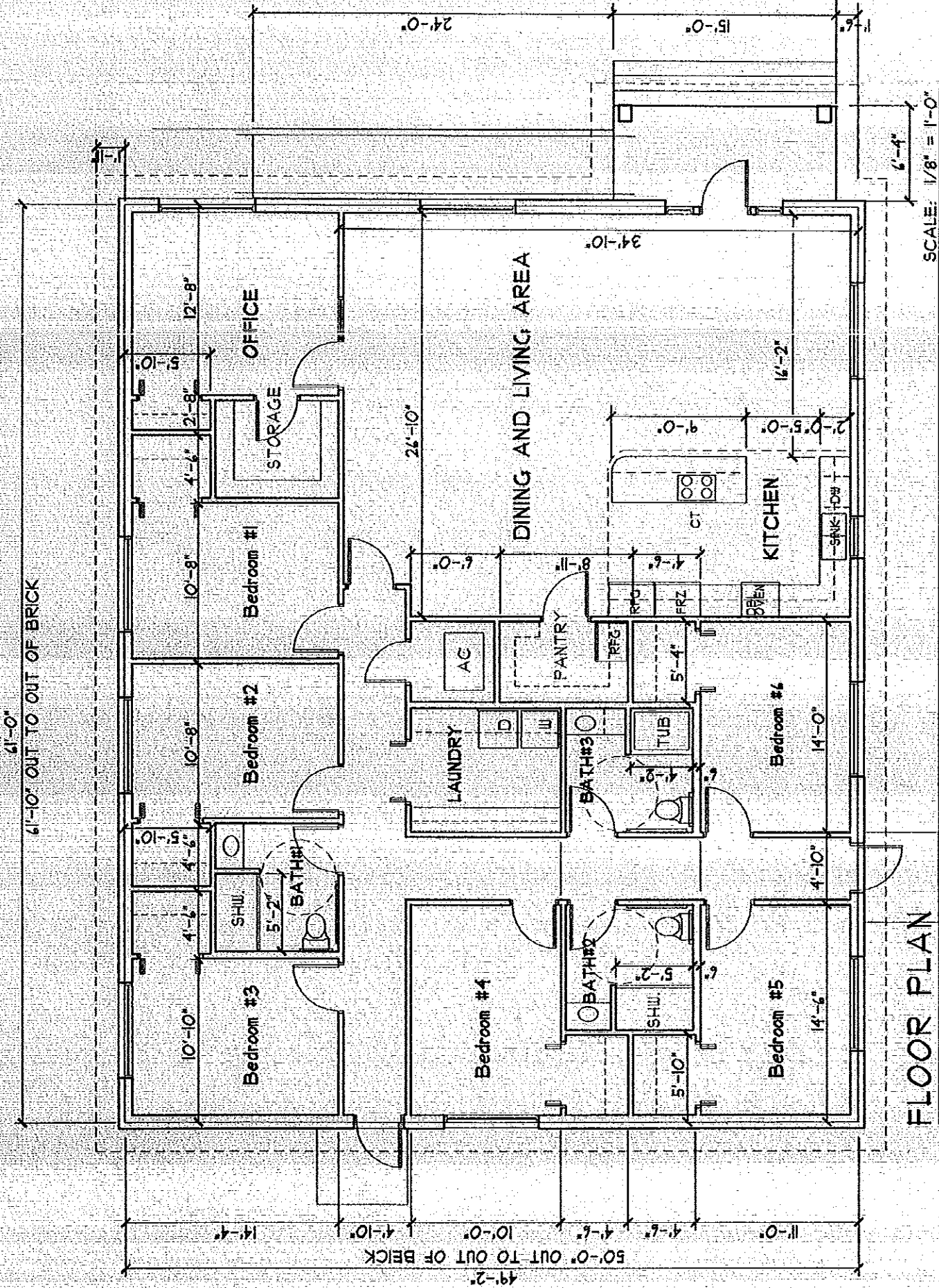
Evacuation & Flood Information [Open Report](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

EXHIBIT II

PLANS AND SPECIFICATIONS FOR SIX BEDROOM GROUP HOME FACILITY



SCALE: 1/8" = 1'-0"

FLOOR PLAN

The Arc Gateway, Inc.
Special Needs Housing for Persons with Developmental Disabilities
Plans and Specifications for Six Bedroom Group Home Facility

The group home to be built at 3480 Arizona Avenue will be approximately 3,000 square feet. It will be fully accessible with six private bedrooms and three accessible bathrooms. This single story residence will have no step-entries or thresholds and slip-resistant flooring designed to allow a person with a wheelchair to independently enter, exit and move about the dwelling as well as prevent people from slipping and falling. Halls will be expanded to 48 inches wide with 36-inch doorways – key adaptations for residents with physical disabilities or mobility issues. Floor spacing in key areas such as the kitchen and bath will be increased for ease of wheelchair maneuverability. Light switches will be installed lower for easier access from a sitting position. Lighting will be increased and enhanced to provide more visibility for people with diminishing eyesight. A fire alarm with strobe light will be installed to increase safety of residents who are, or become, hearing impaired.

The new home will feature three ADA compliant bathrooms with non-skid flooring, comfort-level toilets, grab bars and handicap accessible sinks.

Roll-in showers, grab bars, wide doorways, non-skid flooring, accessible sinks and appliances will increase the ability of people to be self-managing and maintain their autonomy.

A large common area will encourage social gatherings for family, friends and neighbors. An office will be provided to allow staff to safely store medications and confidential information. There will be an indoor laundry room with an energy efficient washer and dryer.

Following are additional features and amenities that will benefit the residents through enhanced accessibility, safety and energy specifications.

- 100% of the unit shall be fully accessible in accordance with the 2010 ADA Standards for Accessible Design. The home shall provide mobility features that comply with the residential dwelling units provision of the 2010 ADA Standards for Accessible Design.
- Construction will meet 2012 Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, F.S.;
 - The Fair Housing Act as implemented by 24 CFR 100; and
 - Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35, incorporating the most recent amendments, regulations and rules.
- Each resident will have a private bedroom with a locking door.
- There will be one fully accessible bathroom for every two residents.
- The unit will have an automatic fire alarm system with strobes. This will alert people who are both visually and hearing impaired of fire danger and the need to evacuate the premises.
- Hallways will be 48" wide to facilitate mobility in a wheelchair.
- Slip resistant flooring will be installed throughout to minimize fall risks.
- Grab bars will be installed in toileting and bathing areas in all bathrooms.
- Full-size range and oven

- Low or No-VOC paint for all interior
- Low-flow water fixtures in bathrooms
- Energy Star qualified appliances and exhaust fans
- Air conditioner with a minimum SEER of 14
- Primary entrance door shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Anti-scald controls on all bathroom and kitchen faucets;
- Toilets will be 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level;
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operates easily using a single closed fist.

EXHIBIT III

PROPERTY USE DEED RESTRICTIONS FOR SHIP ASSISTED SPECIAL NEEDS HOUSING

THIS INSTRUMENT PREPARED BY:

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, is made by **POLLAK REHABILITATION CENTER, INC (hereinafter "PRC, Inc.")**, a wholly owned subsidiary of **THE ARC GATEWAY, INC. (hereinafter "ARC)**, both being Florida corporations not-for-profit.

WHEREAS, PRC, Inc. owns certain properties in Escambia County, Florida, more or particularly described as follows:

AS PER ATTACHMENT MARKED EXHIBIT "A"

(the "Property"); and

WHEREAS, ARC has caused the construction of a new group home, known as **SHIP ASSISTED ARC GROUP HOME (2015)**, (the "Project") on the Property in order to assist in providing housing and related services for persons with developmental disabilities in Escambia County and the City of Pensacola, Florida; and

WHEREAS, ARC and its subsidiary, PRC, Inc., as owner of the Property desire to impose certain restrictions on the Property in order to assure that the Project remains compliant with Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program funding, use and occupancy requirements.

NOW THEREFORE, for and in consideration of the premises, ARC, for itself and its successors and assigns, and PRC, Inc., as a subsidiary of ARC, hereby establish this Declaration of Covenants and restrictions, and declare that the Property shall be held, sold and conveyed subject to the following covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions until **January 22, 2031.**

- 1. ARC and its subsidiary PRC, Inc., shall for a minimum of fifteen (15) years, but not prior to the date stated herein, restrict the use of the above-described real property to the provision of housing for occupancy by persons with developmental disabilities (as defined at 393.063(9) Florida Statutes) whose incomes do not exceed fifty percent (50%) of the Pensacola Metropolitan Area median income, as determined by the Secretary of Housing and Urban Development, with adjustment for family size. The Agency shall continually maintain occupancy information and said documentation shall be provided by the Agency to the County or its designated representative at least annually or the duration of this deed restriction.**

Until expiration of the Property Use Deed Restriction, if ARC and its subsidiary, PRC, Inc. determines that this property is no longer suitable for use in providing housing for persons with developmental disabilities *and no alternate SHIP eligible uses for the property have been approved by the County*, the ARC shall advise the Board of County Commissioners of such decision in writing. Thereupon, ARC shall immediately repay to the County (SHIP Affordable Housing Trust Fund), **\$289,339.00** which is the total amount of SHIP assistance provided to the Agency in support of the construction of six bedroom group home on the property legally described in Exhibit "A". The Board of County Commissioners shall have sole authority to release the said property described in Exhibit "A" from the requirements stipulated herein and

may do so only upon repayment of the total amount of the SHIP assistance provided to the Agency in accordance with the provisions of the SHIP Special Needs Housing for Persons with Developmental Disabilities Agreement executed between the parties dated January 22, 2015. Such approval by the Board of County Commissioners shall be evidenced in the official minutes of the Board of County Commissioners as maintained in the public records of Escambia County, Florida. Upon full repayment of SHIP funds to the County and recording of said Resolution, ARC's obligation to use the property for the purposes stated herein or alternate uses approved by the County shall cease.

2. These Covenants and Restrictions shall run continuously with the Property until January 22, 2031.

IN WITNESS WHEREOF, The ARC Gateway, Inc. pursuant to action of its Board of Directors, has executed this Declaration of Covenants and Restrictions, causing its name to be signed by its President and corporate seal to be affixed this ____ day of _____, 20__.

THE ARC GATEWAY, INC.,
a Florida not for profit corporation

By: _____
President: Vincent Andry
Print Name: President, Board of Directors

WITNESSED:

By: _____
Print Name: _____

By: _____
Print Name: _____

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Vincent Andry, who is President of the Board of Directors of The ARC Gateway, Inc., a not for profit corporation, who did not take an oath and who:

- ____ is/are personally known to me.
- ____ produced current Florida driver's license as identification.
- ____ produced current _____ as identification.

NOTARY PUBLIC

(Notary Seal must be affixed)

Print Name _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION
(SHIP Assisted ARC Group Home / 2015)

Property Address: 3480 Arizona Drive, Pensacola, FL 32504

Property ID Number: 16-1S-29-0550-120-008

Legal Description: LOT 12, BLOCK H, BAY CLIFF ESTATES, A SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 9 AT PAGE 3 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

EXHIBIT IV

DOCUMENTATION OF 501(C)(3) NON-PROFIT STATUS

THE ARC GATEWAY, INC.

and

POLLAK REHABILITATION CENTER, INC.



Detail by Entity Name

Florida Non Profit Corporation

THE ARC GATEWAY INC.

Filing Information

Document Number	724184
FEI/EIN Number	590940528
Date Filed	08/24/1972
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	10/04/2013
Event Effective Date	NONE

Principal Address

The Arc Gateway, Inc.
3932 N 10TH AVENUE
PENSACOLA, FL 32503-2806

Changed: 04/22/2014

Mailing Address

The Arc Gateway, Inc.
3932 N 10TH AVENUE
PENSACOLA, FL 32503-2806

Changed: 04/22/2014

Registered Agent Name & Address

BREWER, CHARLES
3932 N 10TH AVENUE
PENSACOLA, FL 32503

Name Changed: 10/04/2013

Address Changed: 05/03/2004

Officer/Director Detail

Name & Address

Title President

ANDRY, VINCENT R.

The Arc Gateway, Inc.
3932 N 10TH AVENUE
PENSACOLA, FL 32503-2806

Title VP

TORGERSEN, TODD
The Arc Gateway, Inc.
3932 N 10TH AVENUE
PENSACOLA, FL 32503-2806

Title Secretary

WIGGINS, MICHAEL
The Arc Gateway, Inc..
3932 N 10TH AVENUE
PENSACOLA, FL 32503-2806

Title CEO

BREWER, CHARLES
The Arc Gateway, Inc.
3932 N 10TH AVENUE
PENSACOLA, FL 32503

Title Treasurer

CHRIS, JONES
The Arc Gateway, Inc.
3932 N 10TH AVENUE
PENSACOLA, FL 32503-2806

Title Past President

YOUNG, PATRICIA
The Arc Gateway, Inc.
Pensacola, FL 32503-2806

Annual Reports

Report Year	Filed Date
2012	04/10/2012
2013	04/12/2013
2014	04/22/2014

Document Images

04/22/2014 -- ANNUAL REPORT	View image in PDF format
10/04/2013 -- Amendment and Name Change	View image in PDF format
04/12/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
03/11/2011 -- ANNUAL REPORT	View image in PDF format
04/12/2010 -- ANNUAL REPORT	View image in PDF format



Detail by Entity Name

Florida Non Profit Corporation

POLLAK REHABILITATION CENTER, INC.

Filing Information

Document Number	732739
FEI/EIN Number	237451108
Date Filed	05/12/1975
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/28/1991
Event Effective Date	NONE

Principal Address

3932 N TENTH AVE
The Arc Gateway, Inc.
PENSACOLA, FL 32503

Changed: 04/22/2014

Mailing Address

3932 N TENTH AVE
The Arc Gateway, Inc.
PENSACOLA, FL 32503

Changed: 04/22/2014

Registered Agent Name & Address

Andry, Vincent, President
3932 N TENTH AVE
The Arc Gateway, Inc.
PENSACOLA, FL 32503

Name Changed: 04/22/2014

Address Changed: 04/22/2014

Officer/Director Detail

Name & Address

Title President

Andry, Vincent R.

3932 N TENTH AVE
The Arc Gateway, Inc.
PENSACOLA, FL 32503

Title VP

Torgersen, Todd
3932 N TENTH AVE
The Arc Gateway, Inc.
PENSACOLA, FL 32503

Title Treasurer

Jones, Chris
3932 N TENTH AVE
The Arc Gateway, Inc.
PENSACOLA, FL 32503

Title Secretary

WIGGINS, MICHAEL
3932 N TENTH AVE
The Arc Gateway, Inc.
PENSACOLA, FL 32503

Title CEO

Brewer, Charles
3932 N TENTH AVE
The Arc Gateway, Inc.
PENSACOLA, FL 32503

Annual Reports

Report Year	Filed Date
2012	04/10/2012
2013	04/12/2013
2014	04/22/2014

Document Images

04/22/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
03/11/2011 -- ANNUAL REPORT	View image in PDF format
04/12/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
04/02/2008 -- ANNUAL REPORT	View image in PDF format
04/17/2007 -- ANNUAL REPORT	View image in PDF format
07/11/2006 -- ANNUAL REPORT	View image in PDF format
04/26/2005 -- ANNUAL REPORT	View image in PDF format

EXHIBIT V

SPECIAL NEEDS HOUSING REPORTING FORMAT

SHIP PROJECT STATUS REPORT

TO: ESCAMBIA/PENSACOLA SHIP PROGRAM

FROM: THE ARC GATEWAY, INC.

DATE: _____

RE: PROJECT: SHIP SPECIAL NEEDS HOUSING (2015)

NOTE: FOLLOWING INITIAL POST-REHABILITATION OCCUPANCY DOCUMENTATION AS DESCRIBED IN THIS AGREEMENT, WRITTEN OCCUPANCY REPORTS SHALL BE FILED AT LEAST ANNUALLY

REPORT FILED FOR CALENDAR YEAR: [REDACTED]

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (RESIDENT INCOME ELIGIBILITY AND CHARACTERISTICS FORM AND WRITTEN DOCUMENTATION OF GROSS HOUSEHOLD INCOME TO BE SUBMITTED AS AN ATTACHMENT TO THIS REPORT).

EACH HOMELESS CLIENT/FAMILY OCCUPYING SHIP ASSISTED HOUSING UNITS SHALL BE REPORTED TO THE COUNTY. INFORMATION SHALL BE ADEQUATE TO FULLY DOCUMENT THE TOTAL HOUSEHOLD INCOME, FAMILY COMPOSITION, AND TERM OF OCCUPANCY. THE SHIP INCOME VERIFICATION FORM AS PROVIDED BELOW SHALL BE SUBMITTED FOLLOWING COMPLETION OF THE REHABILITATION PROJECT AND THEN AT LEAST ANNUALLY THEREAFTER.

B. DESCRIBE ANY PROBLEMS OR DIFFICULTIES ENCOUNTERED WITH THE IMPLEMENTATION OF THE PROJECT OR THE UTILIZATION OF THE TRANSITIONAL HOUSING UNITS.

C. PROVIDE ANY ADDITIONAL INFORMATION PERTINENT TO THE PROJECT.

Florida Housing Finance Corporation
State Housing initiatives Partnership (SHIP) Program
INCOME CERTIFICATION – SPECIAL NEEDS HOUSING OCCUPANT
(ARC GATEWAY GROUP HOME / 2015)

CLIENT NAME/ADDRESS: _____

Part I: HOUSEHOLD AND INCOME DATA

A. Applicant Information

B.

Special Needs Housing Resident: XXX Yes

Developmentally Disabled: _____ Yes _____ No

B.	Names of all Household Members (Last, First)	Relationship	Birth Date/Age
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			

C.	Household Size	E.	Subsidy Use (check all that apply)
	_____ ()		Down Payment Assistance _____
			Closing Costs _____
D.	Household Designation		Interest Subsidy _____
	ELI _____ (30%)		Loan Guarantee _____
	VLI _____ (50%)		Principal Buydown _____
	LI _____ (80%)		Rehabilitation _____
			Emergency Repair _____
		Other:	SPECIAL NEEDS HOUSING

F. Assets : All household members including minors.

Household Member	Asset Description	Total Cash Value	Income from Assets
(1)		\$	\$
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
Total Net Value of Assets		F(a) \$	
Total Actual Asset Income			F(b)\$....
If line F(a) is greater than \$5,000, multiply that amount by HUD approved passbook rate <u>3%</u> and enter results in F(c); otherwise, leave blank.			F(c) \$....

G. Anticipated Annual Income : Earned income and support paid on behalf of minors.

Household Member	Wages/ Salaries	SS/SSI Benefits/ Pensions	Public Assistance	CHILD SUPPORT Other Income (include bonus, tips, overtime, and commissions)	Asset Income
(1)					Enter the greater of lines F(b) or F(c), above, in box (e) below.
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
Totals	(a)	(b)	(c)		(e)

Enter total of items G(a) through G(e). This is <u>Annual Income</u>	\$.....

Part II: INCOME CERTIFICATION

A. Household Data : For reporting purposes only and not to determine eligibility
(Check all that apply)

<u>Race</u>		<u>Special Needs</u>	
<input type="checkbox"/> White, Nonhispanic	<input type="checkbox"/> Asian	<input type="checkbox"/> Elderly	<input type="checkbox"/> Homeless
<input type="checkbox"/> Black, Nonhispanic	<input type="checkbox"/> American Indian	<input type="checkbox"/> Farm worker	<input type="checkbox"/> Persons With Aids
<input type="checkbox"/> Hispanic (Black or White)	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Handicapped/Disabled

B. Student Eligibility: Are any of the applicants students enrolled at least half time and not eligible to be claimed as a dependent of his/her/their parent(s) or guardian for Federal Income Tax Purposes?

Yes No **Not Applicable**

(NOTE: Students are eligible for HHRP assistance if he/she/they do not live with their parent(s) or guardian, and are not a dependent under IRS code.)

C. Applicant Statement: The information on this form is to be used to determine maximum income for eligibility. I/we have provided for each person set forth in Item 2A acceptable verification of current anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

(SIGNATURE – RESIDENT or AGENCY REPRESENTATIVE) DATE _____

D. Agency Statement: Based on the income information provided by the household and upon proofs and documentation submitted, the household is: (check one)

- Extremely Low Income (VLI)** Household based on the current applicable definitions of up to 30% of the median of the income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.
- Very Low Income (VLI)** Household based on the current applicable definitions of up to 50% of the median of the income for the area adjusted for family size published by the U. S. Department of Housing and Urban Development.
- Low-Income (LI)** Household based on the current applicable definitions of up to 80% of the median income for the area adjusted for family size published by the U.S. Department of Housing and Urban Development.

SIGNATURE OF THE SHIP ADMINISTRATOR OR HIS/HER DESIGNATED REPRESENTATIVE:

Name: _____ Date: _____

Title: SHIP ADMINISTRATOR

EXHIBIT VI

**SHIP PROGRAM RULES AND REGULATIONS
Chapter 420 Florida Statutes and
Florida Housing Finance Corporation SHIP Administrative Rule 67-37**

**CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
STATUTE AND ADMINISTRATIVE RULE**

I/We hereby certify and affirm that Escambia County has electronically provided this agency with a complete copy of **Chapter 420 Florida Statutes** and **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 (Contract Manager) denoted in this Agreement. If the SHIP Administrator (Contract Manager) cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

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

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 (Contract Manager) by this Agency.

SHIP Participating Agency

The ARC Gateway, Inc.

By: _____
President, Board of Directors

Date: _____

(shipcomplcert.wpd)