

# DECLARED SEPTEMBER 10, 2017

## SUMMARY

STATE: Florida

NUMBER: FEMA-4337-DR

INCIDENT: Hurricane Irma

INCIDENT PERIOD: September 4, 2017, and continuing

DATE REQUESTED BY GOVERNOR: September 10, 2017

FEDERAL COORDINATING OFFICER: Justo Hernández  
National FCO Program

### DESIGNATIONS AND TYPES OF ASSISTANCE:

#### INDIVIDUAL ASSISTANCE (Assistance to individuals and households):

Charlotte, Collier, Hillsborough, Lee, Manatee, Miami-Dade, Monroe, Pinellas, and Sarasota Counties.

#### PUBLIC ASSISTANCE (Assistance for emergency work and the repair or replacement of disaster-damaged facilities):

All 67 counties in the State of Florida for debris removal and emergency protective measures (Categories A and B), including direct federal assistance, under the Public Assistance program at 75 percent federal funding. For a period of up to 30 days from the start of the incident period, FEMA is authorized to provide federal funding for emergency protective measures (Category B), including direct federal assistance, at 100 percent of the total eligible costs.

#### HAZARD MITIGATION GRANT PROGRAM (Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

All counties and Indian Tribes in the State of Florida are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER: Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

## QUESTION

## ANSWER

For insurance deductible : Does SHIP pay the insurance company or the client?

Pay the insurance company directly.

Do disaster strategy funds need to be advertised or can you use existing / waiting applicants?

Many have already advertised their disaster strategy when they advertised their other SHIP strategies. If you did not, contact Rob Dearduff. Florida Housing may be able to provide an exemption from the advertising requirement, so you can take new applications but do not have to wait 30 days before accepting applications after advertising.

What is your definition of Very low income?

50% of the median or less, 50% or below of the AMI

Is the Hurricane Member Update tomorrow or Friday?

It is on Friday, September 22 at 1:30 pm.

Will funds provided for assistance toward a homeowner's deductible count as a rehab activity?

Yes, it can.

Do all technical revisions need to go to commission?

Yes, it can be assumed that every city or county commission will set as its policy the requirement that the elected officials must vote on and accept changes to the LHAP.

Would these contractors be allowed to work even if they are not in the local governments current contractors pool?

That would be a local decision

Are Tarps rehab also?

Yes, they are home repair to be funded under your disaster strategy.

Would temporary repairs to avoid additional damages include the removal of a tree that might fall towards the client's

Yes.

If rental assistance is not part of your LHAP, are you able to use SHIP funds to assist displaced families with rental assistance in a new resident?

No, you will need to make a technical revision to your disaster strategy to add this as an eligible activity.

The cost of a Blue Tarp or temporary repairs still require us to make sure the household is an eligible household before we pay for these cost, correct?

Yes, SHIP can only be expended on income eligible households.

Would it be double dipping if we assist a resident with a short term repair and then go back later and assist them with long term repairs?

No, if the initial work is temporary measures to keep the home safe and then the later is permanent repairs. You can assist someone with disaster funds and then go back and assist them under one of your other SHIP strategies for items not addressed with disaster funds.

Our Disaster Strategy allows for rental assistance including security deposits. However, we also have some flexibility by stating "other activities as proposed by the City and approved by FHFC". Is it allowable under these circumstances to pay for hotel/motel costs while the domicile (rental and/or homeowner) is being made habitable.

Yes that is ok

How long after a reimbursable expense is paid can an applicant apply for reimbursement?

You may reimburse any time during the period when the Executive Order is active. Also consider that the EO might be extended.

Can you share information on the experience requirements of a developer/investor to be eligible for SHIP funding?

There is not a standard for that from the state standpoint. Each local will determine this through an RFP or other procurement process. Each local government outlines the specific requirements in their local housing assistance plan and the RFP.

All SHIP funds are administered through local housing offices. This is not the housing authorities but usually the community development department. The SHIP funds are administered by the local jurisdiction (City or County) that receives funds.

Is all SHIP administered through the local housing authority or is a portion available directly through FHFC?

You can use it under any strategy, but you have to have a disaster strategy in your LHAP to be in compliance with the SHIP rule.

Can we use disaster money for any strategy listed in our current LHAP? Or are we restricted to the specific strategy created for disaster repair/mitigation? For instance, our demolition/reconstruction application cycle opened on Monday and we have accepted two applications from individuals who lost their home as a result of the hurricane.

The homeowner want to use insurance and FEMA money with our SHIP assistance. Can we refer to the

demolition/reconstruction strategy but use disaster funding?

If our LHAP has a maximum award of \$5000, may we change it in house, or do we need to do a revision to the LHAP and send it for approval?

This is a technical revision. You just send Rob Dearduff the updated LHAP with the new amount. Also bring this to your city or county commission, since they are the elected officials who can agree to change

You talked about purchase assistance. Is this for displaced renters only? Or is the 3 year first time homebuyer rule still in effect?

There is no SHIP requirement that assistance be provided to first time homebuyer. This is a local decision. The first time homebuyer rule is your local restriction not dictated by the state.

Fences can be repaired with SHIP funds?

Yes, I would say it's allowed if it's necessary for safety of the property or if the disrepair was going to cause damage o the home.

Are SHIP jurisdictions required to use the new disaster application you prepared or is the general SHIP housing assistance application still okay?

If it collects all needed information, your regular application will work.

Using SHIP funds for disaster assistance, are we limited to only eligible expenditures in local LHAP or can we also provide disaster assistance for all eligible activities in the State's disaster strategy?

You must follow you LHAP. You can make technical revisions to add to your LHAP disaster strategy.

If the applicant meets the income requirement but the property value is greater than the maximum amount allowable, are we able to assist that applicant?

Not currently. If you beleve this will happen send Rob Dearduff some more information directly for consideration.

Prior to Hurricane Irma we had published a NOFA in the newspaper announcing that we had funds to assist 20 households with home repairs and would distrubte applications on 9/11/17. We had to subsequently cancel the distriubtion. Do we now have to rescind that NOFA and apply all the unencumbered funds to Disaster Recovery if we want It would be very helpful if the 65% homeownership requirement be relaxed during a disaster. Most of the needs in our county will be rental.

If you apply for the funds, yes.

Would you please post to your website the Executive Orders that Florida Housing Finance Corp is accepting for implementation of the Disaster Recovery Strategy for local Replacement of mobile homes with new construction: does our LHAP have to specifically address that?

It will have to be waived. Please email Rob Dearduff directly with more detail on your request so I can share it with FHFC staff. The Governor would have to sign this waiver.

If the applicant comes back for a full Rehab later, do we have to include the funds provided for Rehab and Disaster Assist combined for the lien?

Yes

Yes, you must have a Replacement Housing strategy adopted in your LHAP.

Are we still restricted from working on pre 1994 manufacturing homes?

Yes, it would be efficient to include all this assistance in one lien.

Yes

We have a waiting list for normal repairs - do they get assistance over emergency repairs?

If you move money from a strategy to disaster (which is not the same as emergency repairs) then you do not have to adhere to the waiting list. Your waiting list for rehab is different from disaster applicants. When you are using disaster funds, applicants affected by the disaster take priority over other applicant for using funds under you disaster strategy.

Should we require "before" pictures to substantiate the damage if they have already had the repairs done?

This is a good idea, but not sure I would rely on that completely.

When you "blend" funds, whether it's the deductible, or FEMA or insurance funds, who is responsible to confirm if there are funds to complete all the disaster repairs? in some cases, homeowners are electing to "manage" their own funds. Final award amounts can take time. FEMA does not want to be first. They provide a small amount, and then want to confirm the award amount from insurance. After homeowner and insurance agree on amounts, then FEMA finalizes their award. With all of that first, you may not choose to write checks at the beginning of the rehab process. Other complications are when people apply for help, but already have some insurance or FEMA, need more (SHIP), and they already have a contractor in place and some work is underway. That can be more complicated when determining what SHIP pays for and when it will be paid.

You will be responsible for making sure the SHIP funds are spent in compliance with the program and that there is not double dipping for the same items. It will take some coordination.

Local governments will need to address this on a case by case basis.

In the past, we have used volunteers to complete disaster related repairs. We purchased the materials for volunteer  
Can a disaster activity not listed on the LHAP disaster strategy be carried out?

You should track how these materials are being used to assist each household for reporting purposes.

No. It would need to be added to the LHAP first. You can make a technical revisions to the strategy to add additional activities.

**DISASTER SELF- CERTIFICATION OF INCOME FORM**  
(Provided for use by Florida Housing Finance Corporation)  
(To be completed by adult household members only, if appropriate.)

Household Name \_\_\_\_\_ Local Government \_\_\_\_\_

1.  I hereby certify that I am a victim of \_\_\_\_\_
2. I will receive income from the following sources over the next 12 months: (Circle Y (yes) or N (no) for each statement):
- Y N Wages from employment (including commissions, tips, bonuses, fees, etc.);
- Y N Income from operation of a business;
- Y N Rental income from real or personal property;
- Y N Interest or dividends from assets;
- Y N Social Security payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
- Y N Unemployment or disability payments;
- Y N Public assistance payments;
- Y N Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;
- Y N Sales from self-employed resources (For example: Avon, Mary Kay, Shaklee, etc.);
- Y N Any other source not named above.
- Y N I currently have no income of any kind and there is no imminent change expected in my financial status or employment status during the next 12 months.

Please explain any Y (yes) answers and list the annual amounts: \_\_\_\_\_

3.  I certify that I have provided income documentation for all income sources (For example: W-2 Forms, paycheck stubs, earnings statements, etc); or
- I certify that I am unable to provide complete: 3<sup>rd</sup> party verification or income documentation.
4. I will be using the following sources of funds to pay for rent and other necessities: \_\_\_\_\_

**Therefore I certify my anticipated gross annual income for the next 12 months to be: \$\_\_\_\_\_.**

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement. The information provided is subject to verification by the county or eligible municipality.

\_\_\_\_\_  
Signature of Applicant                      Printed Name of Applicant                      Date

**FOR AN OATH OR AFFIRMATION:**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and described before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

(NOTARY SEAL)

Signature \_\_\_\_\_

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**Disclaimer:** This is a sample agreement template and is not a complete legal document. Before using any part of this template, check with legal counsel to ensure that the Local Government's subrecipient agreements comply with state and local laws and regulations, and all requirements of the Local Government's SHIP program.

## SHIP DISASTER ASSISTANCE WRITTEN AGREEMENT

**Whereas,** \_\_\_\_\_ ("Homeowner") is receiving State Housing Initiative Partnership Funds (SHIP) Program financial assistance from <insert jurisdiction name> ("Jurisdiction") in the amount of \$\_\_\_\_\_ to provide funding to rehabilitate home located at <insert address> in compliance with <insert City name> building codes.

**Now, therefore,** the Jurisdiction has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth:

### **Owner Occupancy**

Homeowner agrees that if during the <insert occupancy period> the Homeowner uses the property as (1) an investment property or (2) the Homeowner uses the Property as a recreational house or "second" home, then the Jurisdiction may require immediate payment in full of the entire loan amount provided by the Jurisdiction. The property must remain owner occupied during the affordability period.

Homeowner agrees that if during the <insert occupancy period> he/she/they sell or rent the property without Jurisdiction's prior written consent then the Jurisdiction may require payment in full the amount of the loan outstanding at time of sale or rental of the property.

### **Insurance Proceeds and Federal Benefits**

Homeowner agrees that if he/she receives further insurance proceeds and/or federal benefits for rehabilitation, repairs or reconstruction to their primary residence in connection with <insert disaster event>, the homeowner will report receiving benefits by emailing <insert email address> or calling <insert phone number> within one (1) month of receipt of additional proceeds and/or benefits. If homeowner fails to report additional insurance proceeds and/or federal benefits, then the Jurisdiction may require immediate repayment in full of the entire loan amount provided by the Jurisdiction.

### **Duplication of Benefits**

Homeowner agrees that if benefits received subsequent to the receipt of SHIP funds are a duplication of benefits (DOB) received from other sources such as insurance proceeds, that the following shall apply:

1. If the Award has been fully expended by the City/County, any Subsequent DOB Proceeds shall be repaid by Homeowner to the City/County up to the amount of the Award.
2. If no portion of the Award has been expended by the City/County, any Subsequent DOB Proceeds shall be paid by Homeowner to the City/County and used to reduce the Award. If the application of the Subsequent DOB Proceeds would reduce the Award to zero, all Subsequent DOB Proceeds and any funds previously paid by the Homeowner to the City/County shall be returned to the Homeowner, and this Agreement shall terminate.
3. If some portion of the Award has been expended by the City/County, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (1) Subsequent DOB

Proceeds shall first be paid by Homeowner to the City/County to reduce the unexpended portion of the Award; (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Award to zero, any remaining Subsequent DOB Proceeds shall be applied to expended portion of the Award and retained by the City/County; (3) if the application of the Subsequent DOB Proceeds reduces both the unexpended and the expended portions of the Award to zero, any remaining Subsequent DOB Proceeds shall be returned to the Homeowner, and this Agreement shall terminate.

- 4. If the City/County makes the determination that the Homeowner does not qualify to participate in the Program or the Homeowner decides not to participate in the Program, the Subsequent DOB Proceeds and any funds previously paid by the Homeowner to the City/County that have not been used or obligated by the Program shall be returned to the Homeowner, and this Agreement shall terminate.
- 5. Once the City/County has recovered an amount equal to the Award, the City/County will reassign to Homeowner any rights assigned to the City/County pursuant to this Agreement.

**Income Eligibility**

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner’s eligibility to receive SHIP funds.

**Enforcement**

The Homeowner and the Jurisdiction acknowledge that the Jurisdiction has the right and responsibility to enforce this agreement.

**Whereas**, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered paid in full on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ and the Note will be released.

**IN WITNESS WHEREOF**, the undersigned homeowner(s) has/have affixed his/her signature(s) and seal(s) this \_\_\_\_ day of \_\_\_\_\_.

Signed, sealed and delivered in \_\_\_\_\_ the presence of:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Borrower**

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**Borrower**

**Commission Expiration Date:**

**Attachment**

- A. Award Calculation, including documentation of Duplication of Benefits
- B. Scope of Work



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**TEMPLATE – SUBRECIPIENT AGREEMENT**

**AGREEMENT BETWEEN [Local Government] And [Subrecipient] for the State Housing Initiatives Partnership Program (SHIP) Disaster Assistance Strategy**

THIS AGREEMENT is entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the \_\_\_\_\_ (the Local Government) and \_\_\_\_\_ (the Subrecipient).

**I. RECITALS**

WHEREAS, on September 10, 2017, Florida Governor Rick Scott issued a Disaster Assistance Declaration (FEMA-4337-DR): and

WHEREAS, the Local Government wishes to engage the Subrecipient to assist the Local Government in utilizing its SHIP funds to carry out a part of the Local Government's Disaster Strategy. The amount of the award is \$\_\_\_\_\_ and is pursuant to the terms and condition in this Subrecipient Agreement (the "Agreement"); and

WHEREAS, the funds made available for use by the Subrecipient under this Agreement constitute a sub award of the Local Government's SHIP award, the use of which must be in accordance with requirements imposed by the SHIP Statute 420.907-9079 and the SHIP rule at 67.37; and

WHEREAS, the Local Government will carry out the program in accordance with the Local Government Housing Assistance Plan Disaster Strategy, Program Policies and Procedures and this agreement;

WHEREAS, the Subrecipient has legal authority to enter this agreement, and by signing this agreement, to assure the Local Government that it will comply with all the requirements of the sub award described herein; and

NOW, THEREFORE, in consideration of the need for recovery from Hurricane Irma and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

**II. GENERAL AWARD INFORMATION**

The sub award from the Local Government to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in section I of this agreement, and creates a relationship with the Subrecipient. This agreement must be updated to reflect any changes to the award and the following award information:

Contact information:

Local Government:

Subrecipient:

\_\_\_\_\_ (name of awarding official)

\_\_\_\_\_ (name of primary contact)

Title: _____	Title: _____
Local Government Name _____	Subrecipient Name _____
[Address] _____	[Address] _____
[City, State, ZIP] _____	[City, State, ZIP] _____
[Telephone] _____	[Telephone] _____
[Fax Number] _____	[Fax Number] _____
E-mail Address _____	E-mail Address _____

Activity Description:

Subaward Period of Performance: [insert Start and End Date]

Total Amount of the Award awarded to the Subrecipient by the Local Government: [insert amount]

Amount of funds obligated by this agreement: [insert amount]

**A. SCOPE OF SERVICE**

[Insert scope of services]

**B. ELIGIBLE USE OF FUNDS**

As a condition of receiving this sub award, the Subrecipient shall administer the SHIP funds which includes performing all of the work described in this section. The Subrecipient shall complete the activities in a manner satisfactory to the Local Government and consistent with the terms of conditions of this agreement and applicable Rules and Statutes.

**Prohibited Activities**

The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of ineligible activities.

## **Program Delivery (Eligible Activities)**

Activity #1 [Insert a complete description and details of the activities to be undertaken including services to be provided, location, for whom they will be provided and how they will be provided. The description should provide enough detail to allow the local government to monitor the activities performed by the subrecipient.]

Activity #2 *[Same description as above]*

Activity #3 *[Same description as above]*

[Add other activities as necessary]

## **Pre-Award Costs**

[Insert specific requirements related to pre-award costs, or prohibition on pre-award costs applicable to the Subrecipient.]

## **General Administration of Subaward**

[Add description of general administrative services to be performed by the Subrecipient in support of activities noted above, if any, and include a limit on the amount of program administration costs allowable under the subaward.]

### **A. Compliance with governing Regulations**

All activities funded with SHIP funds must comply with the governing regulations and the locally approved Local Housing Assistance Plan.

The SHIP Statute can be found at [SHIP Statute](#)

The SHIP Rule can be found at [SHIP Rule](#)

The Local Housing Assistance Plan (Insert Link Here)

### **B. Levels of Accomplishment –Performance Goals and Timelines**

The Subrecipient shall complete the activities required under this agreement in accordance with the following timeframes and performance goals associated with each of the activities:

<u>Activity</u>	<u>Performance Goal</u>	<u>Timeframe for Completion of Performance Goal</u>
[Activity #1]	[Description of performance goals, e.g. # of Units]	[timeframes for each performance goal]

[Add goals, and timeframes for completion of performance goals as necessary for other activities]

C. Staffing

The Subrecipient shall supervise and direct the completion of all activities under this agreement. Any changes in the Key Personnel assigned or their responsibilities under the activities are subject to the prior approval of the Local Government.

At a minimum, the Subrecipient shall assign the following staff with the identified responsibilities (the “Key Personnel”) to the identified activities:

[Provide a narrative of how the activity will be accomplished, who will be responsible for managing the activity; additional personnel needed to implement the program/activity and an approximate allocation of time to the activity. Complete one chart for each activity.]

[Activity #1]

Staff Member Title	Responsibilities	Time Allocation

[Add additional charts for additional activities as necessary]

**III. PERFORMANCE MONITORING & REPORTING**

A. Monitoring

The Local Government shall monitor the performance of the Subrecipient to ensure Subrecipient compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the Local Government will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within \_\_\_days after being

notified by the Local Government, the Local Government may impose additional conditions on the Subrecipient and its use of SHIP funds, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted by law.

B. Reporting

The Subrecipient shall submit regular (monthly or quarterly) progress and financial reports to the Local Government [Insert specifics on the form, content, and frequency here as necessary].

**IV. PERIOD OF PERFORMANCE AND TERM**

The period of performance for Subrecipient, meaning the time during which the Subrecipient may incur new encumbrances to carry out activities under this agreement, shall start on the day of \_\_\_\_\_, 20\_ and end on the \_\_\_ day of \_\_\_\_\_, 20\_

This agreement and its terms and conditions shall remain in effect during any period that the Subrecipient has control over the SHIP funds awarded under this agreement

**V. BUDGET**

The Subrecipient shall complete all activities in this agreement in accordance with the following budget. Any amendments to the budget must be approved in writing by both the Local Government and the Subrecipient.

A. Budget Table

[insert a detailed budget table with line items and amounts for each line item. At a minimum, the budget should identify activity delivery and administrative costs. The Local Government may require the Subrecipient to provide supplementary budget information in a timely fashion in the form and content.]

B. Program Income

Program income is defined at 420.9071 Definitions (24) "Program income" means the proceeds derived from interest earned on or investment of the local housing distribution and other funds deposited into the local housing assistance trust fund, proceeds from loan repayments, recycled funds, and all other income derived from use of funds deposited in the local housing assistance trust fund. It does not include recaptured funds as defined in subsection (25).

If the activity undertaken by the Subrecipient generates program income as defined above, the program income must be returned to the local government within 30 days of receipt.

**VI. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Local Government under this agreement shall not exceed \$\_\_\_\_\_.

[The Local Government should describe detailed payment procedures in this Section. The description should include, but not be limited to, how the Subrecipient requests payments for work under this agreement, any documentation that Subrecipient must submit to substantiate payment requests, whether Local Government will make payments on an advance payment or reimbursement basis, and when the Local Government shall not be obligated to satisfy the Subrecipient's payment or the terms and conditions of the Local Government's Federal award, or that would otherwise result in the Local Government charging improper, unauthorized, or otherwise unallowable costs to the Local Government.]

The Subrecipient shall submit to the Local Government requests for payments of activities under this agreement and consistent with the approved budget (the "Request for Payment"). Each Request for Payment shall be broken down into requested draws against the budget line items specified in Section VI.

The Local Government shall pay to the Subrecipient funds available under this agreement based upon information submitted by the Subrecipient for allowable costs permitted under this agreement and consistent with the approved budget. With the exception of advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements.

Payment will be made upon submission by the Subrecipient of a properly executed Request for Payment, together with all supporting invoices, bills, time sheets, and other documents necessary to justify the payment.

## **VII. AMENDMENT AND TERMINATION**

### **A. Amendments**

The Local Government or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, are approved by the Local Government's governing body, and are signed in writing by a duly authorized representative of the Local Government and the Subrecipient. Such amendments shall not invalidate this agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) extending the time of the agreement. iii) revision that would result in the need for additional funding.

The Local Government may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both Local Government and Subrecipient.

B. Suspension or Termination

The Local Government may terminate this agreement, in whole or in part, upon \_\_\_ days' notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this agreement. Failure to comply with any terms of this agreement, include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement; or
4. Submission by the Subrecipient to the Local Government reports that are incorrect or incomplete in any material respect.

The Local Government shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Local Government retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the Local Government any improper expenditures no later than thirty (30) days after the date of termination. The Local Government may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement.

**VIII. OTHER REQUIREMENTS TO COMPLY WITH STATE STATUTES, RULES AND THE TERMS AND CONDITIONS OF THE AWARD**

The SHIP funds available to the Subrecipient through this agreement constitute a subaward of the Local Government's distribution under the SHIP program. This agreement includes terms and conditions of the Local Government's SHIP award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

A. Duplication of Benefits

The Subrecipient shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. The Subrecipient shall carry out the activities under this agreement in compliance with the Local Government's procedures to prevent duplication of benefits in Exhibit [identify appropriate exhibit].

B. Drug-Free Workplace

*Drug-free workplace.* Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

C. Insurance & Bonding

The Subrecipient shall comply with the following insurance and bonding requirements:

[Insert the local government insurance and bonding requirements for subrecipients]

D. Audit Requirements

In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Local Government other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this section, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

The Eligible Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the ten-year period, whichever occurs later.

E. Disclosure

The Eligible Subrecipient shall maintain records in accordance with Florida's Public Information Law (F.S. 119).

F. Financial & Program Management

The Subrecipient shall maintain all financial records with adequate internal controls to permit the accurate, complete and timely disclosure of financial results. Internal controls are the combination of policies, procedures, job responsibilities, personnel and records that together



create accountability in an organization's financial system and safeguard its cash, property and other assets.

Through its system of internal controls, an organization can ensure that:

- Resources are used for authorized purposes and in a manner consistent with applicable laws, regulations and policies;
- Resources are protected against waste, mismanagement or loss; and
- Information on the source, amount and use of funds are reliable, secured and up-to-date and that this information is disclosed in the appropriate reports and records.

## G. Documentation and Record Keeping

### 1. Records to be Maintained

The Eligible Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the ten-year period, whichever occurs later.

### 2. Access to Records

The Local Government, Florida Housing Finance Corporation and its monitors shall have access to all records related to this award of funds.

### 3. Record Retention and Transmission of Records to the Local Government

Prior to close out of this agreement, the Subrecipient must transmit to the Local Government records sufficient for the Local Government to demonstrate that all costs under this agreement met the requirements of the award.

### 4. Client Data and Other Sensitive Information

The Subrecipient is required to maintain data demonstrating client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

## H. Close-out

The Eligible Sub Recipient's obligation to the Local Government shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to, making final payments and determining the custodianship of records.

## I. Nondiscrimination

In accordance with the provisions of ss. 760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

J. Conflict of Interest

The Subrecipient shall comply with all applicable federal, State and local Conflict of interest laws.

[Insert local conflict of interest laws]

K. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The eligible Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City/County shall be exempt from payment of all Unemployment Compensation, FICA, retirement benefits, life and/or medical insurance and Workers' Compensation Insurance, as the eligible Subrecipient is an independent Contractor.

**IX. OTHER REQUIREMENTS**

[Consult with an attorney regarding any other provisions that the Local Government should include in this agreement. These may include state and local requirements, or stock/boilerplate language such as a hold harmless, assignability, severability, entire agreement, or waiver/default provision, provisions about Local Government, provisions about where notices under the award should be sent, damages/liquidated damages provisions, and provisions about how to interpret section headings and subheadings. Local Government may wish to include a requirement requiring signage about SHIP project funding. Local Government may include provisions clarifying that an employee/employer relationship is not created by this agreement.]

**THE UNDERSIGNED**, as authorized officials on behalf of the parties, have executed this Contract, which shall be effective as of the date of execution hereof on behalf of the Local Government.

**LOCAL GOVERNMENT**

By: \_\_\_\_\_  
(signature)

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

Title: \_\_\_\_\_

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

**SUBRECIPIENT**

By: \_\_\_\_\_  
(signature)

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

Title: \_\_\_\_\_  
(Chief Elected Official/Executive Officer with Authority to Sign)

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
ASSISTANT [CITY/COUNTY] ATTORNEY

# SHIP PROGRAM INTAKE APPLICATION

## INSTRUCTIONS FOR APPLICATION

### General Instructions

Read the instructions for this application.

Please type or use BLUE or BLACK ink. Do not use pencil or other colors of ink. Please write legibly. All blanks must be completed or have N/A written in.

All household members 18 years of age or older must sign and date the application.

Submit application with all the required documentation to: {Insert electronic and postal information}.

### Itemized Instructions

- 1. APPLICANT INFORMATION:** Provide your legal name, an address where you receive your mail (may or may not be the damaged property), an e-mail address (if applicable), your date of birth, and your marital status and other fields.
- 2. CO-APPLICANT/OTHER HOUSEHOLD MEMBER INFORMATION:** List all other members of the household residing in the unit. Attach additional sheets if necessary.
- 3. ALTERNATE CONTACTS INFORMATION:** This information is being collected to assist us in locating you in the event that you move or are living temporarily in another location. List contacts who are helping you through this process, if applicable.
- 4. HOUSEHOLD COMPOSITION AND CHARACTERISTICS:** As of today, list the current Head of Household and all other members of the household. Indicate the relationship of each family member to the Head of Household, gender, date of birth and marital status. Indicate if any of the members listed are disabled and explain if there are any expected additions to the future household, e.g. birth of a child, adoption, legal custody ruling resulting in an additional household member.
- 5. RACE AND ETHNICITY FOR HEAD OF HOUSEHOLD:** This information is collected for reporting purposes only.
- 6. ELIGIBILITY INFORMATION:** The information collected here is important to determine eligibility as it relates to disaster damage to your unit, including principal residency and FEMA registration information.
- 7. DAMAGED PROPERTY INFORMATION:** Provide basic information concerning the damaged property (i.e. physical address of damaged property, floodplain information, and other names on the deed). In order to be eligible to receive assistance under this program, the property must have been damaged as a result of the disaster. Provide information on whether you occupied the property during the time of the disaster, whether you are currently living in that structure, or whether you were displaced because of the disaster.
  - a. Agreement to Turn over Proceeds; Future Reassignment.

If the Homeowner has received or receives any Proceeds from any source that covers the expenses covered by the SHIP assistance provided, the Homeowner agrees to promptly pay such amounts to the City/County.
  - b. In the event that the Homeowner received, receives or is scheduled to receive any Proceeds not previously disclosed to the City/County the Homeowner shall notify the City/County of such Subsequent Proceeds, and the City/County will determine the amount, if any, of such Subsequent Proceeds that are a duplication of benefits (DOB). Subsequent Duplication of Benefits proceeds shall be disbursed as follows:
    - (1) If the Award has been fully expended by the City/County, any Subsequent DOB Proceeds shall be

paid by Homeowner to the City/County up to the amount of the Award.

- (2) If no portion of the Award has been expended by the City/County, any Subsequent DOB Proceeds shall be paid by Homeowner to the City/County and used to reduce the Award. If the application of the Subsequent DOB Proceeds would reduce the Award to zero, all Subsequent DOB Proceeds and any funds previously paid by the Homeowner to the City/County shall be returned to the Homeowner, and this Agreement shall terminate.
- (3) If some portion of the Award has been expended by the City/County, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (1) Subsequent DOB Proceeds shall first be paid by Homeowner to the City/County to reduce the unexpended portion of the Award; (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Award to zero, any remaining Subsequent DOB Proceeds shall be applied to expended portion of the Award and retained by the City/County; (3) if the application of the Subsequent DOB Proceeds reduces both the unexpended and the expended portions of the Award to zero, any remaining Subsequent DOB Proceeds shall be returned to the Homeowner, and this Agreement shall terminate.
- (4) If the City/County makes the determination that the Homeowner does not qualify to participate in the Program or the Homeowner decides not to participate in the Program, the Subsequent DOB Proceeds and any funds previously paid by the Homeowner to the City/County that have not been used or obligated by the Program shall be returned to the Homeowner, and this Agreement shall terminate.
- (5) Once the City/County has recovered an amount equal to the Award, the City/County will reassign to Homeowner any rights assigned to the City/County pursuant to this Agreement.

**8. OTHER ASSISTANCE RECEIVED:** Provide all information concerning property insurance, FEMA, SBA, or any other type of related assistance to the disaster.

**9. INCOME INFORMATION:** Provide information on all household income sources. Income includes the following: Wages, salaries and tips, alimony, child support, military income, part-time income, temporary income, TANF, Social Security, other benefits, and other income for all household members over age 18. Food benefits are NOT considered income.

**10. ASSET INFORMATION:** Provide the requested information on assets for all household members. Examples of what constitutes assets are listed below:

Typical assets include:

- Cash held in savings, checking accounts, safe deposit boxes, homes, etc.;
- Stocks, bonds, treasury bills, CDs, mutual funds, money market accounts, and other investment accounts;
- Individual retirement accounts, 401(k), Keogh accounts, and other similar retirement savings accounts;
- Cash value of life insurance policies available to the holder before death;
- Personal property that is held for investment purposes;
- Equity in real property;
- Retirement and pension funds;
- Mortgage or deeds of trust held by the applicant

Some items of personal property are **NOT** counted as assets for the purposes of determining annual income:

- Automobiles;

- Jewelry; and/or
- Term life insurance policies

#### **11. DISCLOSURE OF INFORMATION FOR INCOME VERIFICATION**

1. I hereby authorize the City/County to verify the past and present employment records, bank statements, stock holdings and any other asset balances that are needed to process of all household members listed on this application.
2. I further irrevocably grant to the City/County, its assigns and successors, my consent and full right to, use my name, photograph, likeness, image, voice, and biography in any and all media, publications, advertising, and publicity, in connection with my participation in the SHIP Program and any program related activity or project.

#### **12. FALSE STATEMENTS**

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 §775.082 or 775.083.

Homeowner is hereby notified that intentionally or knowingly making a materially false or misleading written statement relating to the Program could result in ineligibility for benefits, action to recover any Program benefits paid to or on behalf of Homeowner, and/or a referral to criminal law enforcement. Homeowner represents that all statements and representations made by Homeowner regarding Proceeds received by Homeowner have been and shall be true and correct.

#### **13. NOTICE OF COLLECTING SOCIAL SECURITY NUMBER FOR GOVERNMENT PURPOSE**

The City/County collects your social security number for a number of different purposes. The Florida Public Records Law (specifically, Section 119.071(5), Florida Statutes) requires the City to give you this written statement explaining the purpose and authority for collecting your social security number as part of this application. Your Social Security Number is being collected for the purposes of income certifying you for the SHIP program which requires third-party verification of assets, employment, and income. In addition, this information may be collected to verify unemployment benefits, social security/disability benefits, and other related information necessary to determine income and assets, and your eligibility for this Program that is funded State program dollars. Your household's social security number(s) will not be used for any other intended purpose other than verifying your household's eligibility for the Program.

#### **Statement on the Collection, Use, or Release of Social Security Numbers**

Florida law requires that public entities provide individuals with a written statement identifying the state or federal law governing the collection, use, or release of social security numbers for each purpose for which the entity collects an individual's social security number. The collection of social security numbers by the Board of Governors is either specifically authorized by law or imperative for the performance of the Board's responsibilities as prescribed by law and the Florida Constitution. The following list identifies the purposes for which social security numbers may be collected, used, or released, and the pertinent authority:

- For employment eligibility and reports to IRS and the Social Security Administration, including for W-4's and I-9s [Required by federal statute and regulation 26 U.S.C. 6051 and 26 C.F.R. 31.6011(b)-2, 26 C.F.R. 301.6109-1 and 31.3402(f)(2)-1, and Fla. Stat. §119.071(5) (a) 6]
- To verify an alien's eligibility for employment, including I-9 [Authorized by 8 U.S.C. 1324 a(b) and 8 C.F.R. 274a.2]
- For income tax withholding (including for annuity and sick leave)/payroll deductions on W-2's [Required by 26 U.S.C. 3402, 26 C.F.R. 31.6051-1 and Fla. Stat. §119.071(5) (a) 6]

- For enrollment/participation in the Florida Retirement System (FRS) and contributions to FRS (Required by Fla. Admin. Code 19-11.010, 19-11.006 and 19-11.007 and Fla. Stat. §119.071(5) (a) 6 or required by Fla. Stat. §121.051 and 121.071 and Fla. Admin. Code 19-13.003 and Fla. Stat. § 119.071(5) (a) 6]
- For Level 1 and level 2 criminal background checks conducted by the Florida Department of Law Enforcement for employees and/or Board appointees to university boards of trustees [Required by Fla. Admin. Code 11C-6.003 and Fla. Stat. § 119.071(5) (a) 6]
- For social security contributions [Required by Fla. Admin. Code 60S-3.010 and Fla. Stat. §119.071(5) (a) 6]
- For income deduction notices for child support, alimony and child support, and for child support enforcement [Required by Fla. Stat. § 61.1301 (2) (e), 45 C.F.R. 307.11, or Fla. Stat. §§ 61.13, 742.10, 409.2563, 409.256, or 742.031]
- For unemployment compensation benefits [Required by Fla. Stat. Ch. 443 and Fla. Stat. §119.071(5)(a)6]
- Reports of worker's compensation injury or death [Required by Fla. Stat. § 440.185, Fla. Admin. Code 69L-3.003 et seq. and Fla. Stat. § 119.071(5) (a) 6]; and worker's compensation petitions for benefits and responses [Authorized by Fla. Admin. Code 60Q-6.103 and Fla. Stat. § 119.071(5) (a) 6]
- Vendors/Consultants for whom a federal tax identification number is not available. [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. §119.071 (5) (a) 6]
- The disclosure of the social security number is for the purpose of the administration of health benefits for a Board employee or his or her dependents [Required by Fla. Stat. § 119.071(5) (a) 6]
- Authorization for direct deposit of funds by electronic or other medium to a payee's account [Required by Fla. Stat. § 119.071(5) (a) 6]
- Tort claims and tort notices of claim against the Board of Governors [Required by Fla. Stat. § 768.28 (6), and Fla. Stat. § 119.071(5) (a)]
- Collection and/or disclosure is imperative or necessary for the performance of the Board's constitutional duties and responsibilities, including but not limited to collection of student and employee data from state universities. [Authorized by Sections 483 and 484 of the Higher Education Act of 1965, Art. IX, s. 7, Fla. Const., BOG Regulation 3.007, Fla. Stat. § 1001.706(4)(c), and Fla. Stat. § 119.071(5) (a) 6]
- The disclosure of the social security number is expressly required by federal or state law or a court order [Authorized by Fla. Stat. § 119.071(5) (a) 6]
- The individual expressly consents in writing to the disclosure of his or her social security number [Authorized by Fla. Stat. § 119.071(5) (a) 6]
- The disclosure of the social security number is made to a commercial entity for the permissible uses set forth in the federal Driver's Privacy Protection Act of 1994, 18
- U.S.C. Sec. 2721 et seq.; the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681 et seq.; or the Financial Services Modernization Act of 1999, 15 U.S.C. Sec. 6801 et seq., provided that the authorized commercial entity complies with the requirements of Fla. Stat. § 119.071(5) [Authorized by Fla. Stat. § 119.071(5) (a) 6]

#### **14. PUBLIC RECORDS DISCLOSURE AND ACKNOWLEDGMENT**

Information provided by the applicant(s) may be subject to Chapter 119, Florida Statutes, regarding Open Records.

Information provided by you/your household that is not protected by Florida Statutes can be requested by any individual for their review and/or use. This is without regard as to whether or not you qualify for funding under the program(s) for which you are applying. Having been advised of this fact prior to finalizing the application for assistance or supplying any information, your signature below indicates that:

I/We agree to hold harmless and indemnify the City/County, any governmental agency, its officers, employees, stockholders, agents, successors and assigns from any and all liability and costs that may arise due to compliance with the provisions of Chapter 119, Florida Statutes.

I/We agree that the City/County does not have any duty or obligation to assert any defense, exception, or exemption to prevent any or all information given to the City/County in connection with this application, or obtained by them in connection with this application, from being disclosed pursuant to a public records law request.

I/We agree that the City/County does not have any obligation or duty to provide me/us with notice that a public records law request has been made.

I/We agree to hold harmless the City /County or any governmental agency, its officers, employees, stock holders, agents, successors and assigns from any and all liability that may arise due to my/our applying for assistance.

**11. ELIGIBILITY RELEASE:** It is required that you sign this form, which allows the Subrecipient, State or Vendor to request information from Third Parties concerning your eligibility and participation in this program. This form allows for income, assets, child support, etc. to be verified and documented.



## HOUSING INTAKE APPLICATION

Application Number:	
Application Received By:	Date/Time Application Received:

1. TO BE COMPLETED BY APPLICANT: (Head of Household)		2. TO BE COMPLETED BY CO-APPLICANT: (If Applicable)	
List relationship type to Head of Household, e.g. spouse, sister, mother		List relationship type to Head of Household, e.g. spouse, sister, mother	
Last Name:		Last Name:	
Middle Name:		Middle Name:	
First Name:		First Name:	
Current Address:		Current Address:	
City:		City:	
State:		State:	
Zip:		Zip:	
Mailing Address:		Mailing Address:	
City:		City:	
State:		State:	
Zip:		Zip:	
Home Phone:		Home Phone:	
Daytime phone:		Daytime Phone:	
Mobile Phone:		Mobile Phone:	
E-mail Address:		E-mail Address:	
Date of Birth:		Date of Birth:	
Gender:		Gender:	
Marital Status:		Marital Status:	

**3. ALTERNATE CONTACTS INFORMATION:** -This information is being collected to assist us in locating you in the event that you move or are living temporarily in another location. You may also list a contact who is helping you through this process.

Contact Name (first):

Contact Phone No.:

Address:

Contact Name (second):

Contact Phone No.:

Address:

**4. HOUSEHOLD COMPOSITION, CHARACTERISTICS AND FAMILIAL STATUS:** - As of today, list the Head of Household and all other members of the household. Indicate the relationship of each family member to the Head of Household (spouse, sibling, etc.). In addition, indicate if there are any additional members in the near future to the household.

Household Member Name	Relationship to Head of HH	Gender M/F	Date of Birth	Marital Status	Is household member listed disabled? Y/N	Additional Members in the next (12) Months? If yes, explain, e.g. birth of a child, adoption, legal custody.
	Head of Household					

**5. RACE AND ETHNICITY FOR HEAD of HOUSEHOLD (Check one):** -This information is being collected for reporting purposes only.

**RACE (Check all that apply):**

American Indian or Alaska Native

Asian

Native Hawaiian or Other Pacific Islander

White

Black or African American

Other Multi-Racial

**ETHNICITY (Check one):**

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Non-Hispanic or Latino - A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

<b>6. ELIGIBILITY INFORMATION:</b> - If the answer to any of the following questions is NO, you are not eligible for assistance:		
i. Was the unit damaged or destroyed by Disaster:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
ii. Was the unit a single-family residence (including manufactured housing units)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
iii. At the time of the disaster, were you the Homeowner of this residence (including manufactured housing units)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
iv. Was the unit the primary residence of the applicant on the date of the disaster?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>The following question will require a special review to determine eligibility:</i>		
v. Did you register with FEMA for disaster related assistance for structural damage to the home?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

<b>7. DAMAGED PROPERTY INFORMATION</b> - Provide basic information concerning the damaged property (i.e. physical address of damaged property, floodplain information, and other names on the deed).				
Damaged Property Address:				
City:	State:		Zip:	
Damaged Property Phone No:				
i. What type of structure is the property? (Select One)				
<input type="checkbox"/> Single Family <input type="checkbox"/> Manufactured Housing Unit <input type="checkbox"/> Modular <input type="checkbox"/> Other (Describe):    Year Built:				
ii. Did you occupy the property at the time of the event?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
iii. Are you currently living in the property? If no, explain your current living situation below: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain your current living situation:				
iv. Is the damaged property in a Flood Plain?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know		
v. Are you seeking assistance for a manufactured/modular housing unit?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
vi. Do you own the land?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know		
vii. Do you have a deed on the damaged property?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know		

viii. Are there any other names on the deed for the damaged property?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If yes, describe what deed information you have on the damaged property (including any entity, for example, a Trust):	
ix. I/We have been displaced from property due to damage caused by the disaster. If yes, explain your current living situation in the space below, e.g. renting in another part of the City, County etc...	<input type="checkbox"/> Yes <input type="checkbox"/> No

**8. OTHER ASSISTANCE RECEIVED:** - Assistance provided under the SHIP Program for disaster may not exceed a household's unmet needs. List all other sources of financial or housing assistance received (local, state, federal, and private sources). List all insurance companies currently covering your real property. List all insurance companies that were providing coverage to your real property on date of disaster.

Have you applied for any event related assistance for damage to your home from any source (local, state, federal, private)? If yes, proceed with this section. If no, proceed with Section # 9 Income Information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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**A. FEMA**

i. Have you received any disaster related assistance from FEMA for structural damage to your home? (If no, continue to letter B. in this section.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii. Amount Approved?	Amount Received to date:
iii. What is your FEMA Registration No.(s)?	1
	2
	3

**B. Small Business Administration (SBA)**

i. Have you received any event-related assistance from the SBA for damage to your home? (If no, continue to letter C. in this section.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii. Amount Approved?	Amount Received to date:
iii. What is your SBA Application No.(s)?	1
	2
	3
iv. What is your SBA Loan No.(s)?	1
	2
v. What is the status of your SBA Loan, e.g. paying as agreed, did not use, etc.	

<b>C. INSURANCE</b>	
i. Were you carrying Homeowner's Insurance at the time of the event?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", what type?	<input type="checkbox"/> Hazard <input type="checkbox"/> Wind <input type="checkbox"/> Flood <input type="checkbox"/> Contents
Other: (Explain)	
ii. Did you file a claim?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Claim Amount Received:	Deductible: \$
Purpose: (Explain)	
iii. Provide the name of the Insurance Company(s): Provide Insurance Policy #	
iv. Is the insurance coverage currently in effect?	<input type="checkbox"/> Yes <input type="checkbox"/> No
v. Are you involved in an appeal or a lawsuit against your insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
vi. What is the status of your insurance appeal/lawsuit? (If Applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>D. OTHER</b>	
i. Did you receive any other assistance for the repair of your home?	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii. If yes, explain the type of assistance you received e.g. Red Cross, United Way, previous federal or state assistance (SHIP, CDBG, CDBG-DR, HOME), etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>9. INCOME INFORMATION:</b> Income includes: Wages, salaries and tips, alimony, child support, military income, part-time income, temporary income, TANF, Social Security, other benefits, other income for all household members over age 18. List ALL household members and their incomes. Attach a separate sheet if you need more space.				
<b>FOOD STAMPS ARE NOT CONSIDERED INCOME- do not list food stamps.</b>				
Household Member Name	Full Time Student? Y/N	Source of Income (include employer name) If Applicable	Rate of Pay	Payment Basis (hourly, weekly, monthly, etc.)

<b>10. ASSET INFORMATION:</b> Provide the requested information on any property you may own or assets you may have.			
i. Do you own any other real estate?			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If yes, provide address, city and state of property(s):			
ii. Do you have a mortgage on the damaged property you are seeking assistance on?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what is the current balance owed on the mortgage?			
iii. Are your payments current on your mortgage?			<input type="checkbox"/> Yes <input type="checkbox"/> No
iv. Is your primary residence currently in foreclosure?			<input type="checkbox"/> Yes <input type="checkbox"/> No
v. List below the types and sources of any household assets. Provide both the current cash value and the estimated annual income from the asset. (A listing of examples is located in the instruction section.)			
Household Member Name	Type & Source of Asset	Cash Value of Asset	Annual Income from Asset

<b>11. APPLICANT CERTIFICATION:</b> Certify that all the information in the application is true, to the best of your knowledge. By signing this application to verify the information contained, the applicant authorizes the City/County or any of its duly authorized representatives to verify the information listed herein.	
I/We understand the information provided above is collected to determine if I/we are eligible to receive assistance under the State Housing Initiatives Partnership Program (SHIP) for the disaster. I/We hereby certify that all the information provided herein is true and correct. I/We understand that providing false statements or information is grounds for termination of housing assistance and is punishable under state and local law. I/We authorize the above-referenced Subrecipient and any of its duly authorized representatives to verify all information provided in this application. I/We understand that additional information will likely be required to move forward with this program.	
<b>Signature of Applicant:</b>	<b>Date</b>
<b>Signature of Co-Applicant:</b>	<b>Date</b>
<b>Household member:</b>	<b>Date</b>
<b>Household member:</b>	<b>Date</b>
<b>Household member:</b>	<b>Date</b>
<b>Household member:</b>	<b>Date</b>
<b>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 §775.082 or 775.083.</b>	

**12. ELIGIBILITY RELEASE:** It is required that you sign this form, which allows the City/County, Subrecipient, State or Vendor to request information from Third Parties concerning your eligibility and participation in this program.

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Information Covered: Inquiries may be made about items initialed below by the applicant.

Instructions to Applicant: Your signature on this Eligibility Release, and the signatures of each member of your household who is 18 years of age or older, authorizes the City/County or any of its duly authorized representatives to obtain information from a third party regarding your eligibility and continued participation in the SHIP Program for disaster assistance. Each adult member of the household must sign this Eligibility Release.

Information provided by the applicant(s) may be subject to Chapter 119, Florida Statutes, regarding Open Records.

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. If a copy of a tax return is needed, IRS Form 4506, "Request for a Copy of Tax Form", must be prepared and signed separately.

**Information Covered: Inquiries may be made about items initialed below by the applicant.**

Description	Verification Required	Applicant Initials
Income (all sources)	X	
Assets (all sources)	X	
Child Support	X	
Property Taxes	X	
List other item here:	X	
Dependent Income: Full-time Student	X	

**Applicant's Authorization:**

I authorize the above-named Subrecipient, State or Vendor to obtain information about me and my household that is pertinent to determining my eligibility for participation in the Program. I acknowledge that:

- (1) A photocopy of this form is as valid as the original; AND
- (2) I have the right to review information received using this form; AND
- (3) I have the right to a copy of information provided to the Subrecipient and to request correction of any information I believe to be inaccurate; AND
- (4) All adult household members will sign this form and cooperate with the Subrecipient in the eligibility verification process.

**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 §775.082 or 775.083.**

<b>Signatures:</b>		
<i>Signature-Head of Household</i>	<i>Print Name</i>	<i>Date</i>
<i>Other Household Member</i>	<i>Print Name</i>	<i>Date</i>
<i>Other Household Member</i>	<i>Print Name</i>	<i>Date</i>
<i>Other Household Member</i>	<i>Print Name</i>	<i>Date</i>
<i>Other Household Member</i>	<i>Print Name</i>	<i>Date</i>
<i>Other Household Member</i>	<i>Print Name</i>	<i>Date</i>



## Applicant Checklist

Please provide the information listed below to ensure that your application will be processed in an expedited manner.

- Housing Intake Application;
- Properly executed Eligibility Release Form;
- FEMA Award/Denial Letter;
- Small Business Administration (SBA) Award/Denial Letter;
- Private Insurance Letter (*If you did not have private insurance, a written, signed and dated statement indicating that you had no private insurance will be acceptable.*);
- Copy of the applicant's driver's license (or a state issued photo ID);
- Fee Simple Deed in applicant's name;
- Copy of receipts for the home repairs that have been made to the damaged property (write name and property address on receipts);
- Provide any and all proof of income for individuals that live at the property and that are over the age of 18;
- 6 months of bank statements;
- Last 2 months of consecutive pay check stubs;
- Current copy of social security statement/award letter;
- Current copy of retirement/pension statements; and
- Current copy of unemployment statement.



**State Housing Initiatives Partnership (SHIP) Program  
Disaster Response Procedures**

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## **Background/History**

SHIP has often been vital in providing local communities affected by Federal or State declared disasters with funding and support for short and long term housing recovery. The funds can be allocated from an annual set-aside of up to \$5 million that Florida Housing holds back from the statewide distribution of funds (in years when SHIP is fully funded) pursuant to s. 420.9073 (5), F.S., or from special appropriations of funds from the Legislature.

Over the past decade, SHIP has administered over \$200 million in disaster funds used to provide disaster housing recovery to thousands of Floridians affected by hurricanes, wildfires, flooding, tornadoes, etc.

## **Disaster Declarations**

When a disaster is declared by Executive Order (EO) of the President of the United States or the Governor of Florida for any areas within the state of Florida, the State Housing Initiatives Partnership (SHIP) program provisions for disaster recovery can be employed in the affected areas.

Under SHIP disaster recovery provisions, local governments covered under the EO are eligible to:

1. Use expedited procedures for accepting and approving resident applications.
2. Undertake any activities listed in their disaster strategy or in the standard disaster strategy incorporated into the program rule.
3. Undertake any additional activities approved through the Executive Order or any accompanying Supplemental Orders issued at the state level. For example, an Executive or Supplemental Order may be issued to allow local governments to provide rental assistance to residents displaced by the declared disaster.
4. Expend any previously unencumbered SHIP funds for these activities.
5. Request additional funds through SHIP which may be available due to Florida Housing's holding back of funds for disaster recovery annually or specially appropriated funds (as described below).

## **Florida Housing Collaboration with Division of Emergency Management**

Florida Housing staff maintains a working relationship with staff members of the State Emergency Response Team (SERT) housed within the state Division of Emergency Management. This working relationship includes:

1. Attending training exercises conducted by the SERT on various disaster scenarios and how the response activities are employed.
2. Receiving all email notifications related to potential incidents and SERT staffing responses.
3. Potentially being asked to staff the Emergency Operations Center during the term of a declared event.
4. Acting as liaison with local government SHIP offices.
5. Providing information through [www.floridahousingsearch.org](http://www.floridahousingsearch.org) on vacancies in rental units in the affected areas and working with property owners as necessary.

## Governance

### Statute

The following statutory language simply allows SHIP local governments the ability to award funds for disaster recovery. The process is further detailed in the rule language below.

*420.9075 (5) (l) 4. Each county and each eligible municipality may award funds as a grant for construction, rehabilitation, or repair as part of disaster recovery or emergency repairs or to remedy accessibility or health and safety deficiencies. Any other grants must be approved as part of the local housing assistance plan.*

The following statutory language allows Florida Housing to hold back funds for disaster recovery each year:

*420.9073 (5) Notwithstanding subsections (1)-(4), the corporation may withhold up to \$5 million of the total amount distributed each fiscal year from the Local Government Housing Trust Fund to provide additional funding to counties and eligible municipalities where a state of emergency has been declared by the Governor pursuant to chapter 252. Any portion of the withheld funds not distributed by the end of the fiscal year shall be distributed as provided in subsections (1) and (2).*

### Program Rule

The following provisions in the SHIP rule pertain to disaster recovery activities. These rules are in effect for the term of any Executive Order or Supplemental Order, including if extensions are given.

*67-37.005 (9) Each local housing assistance plan shall include a disaster strategy describing activities to be undertaken in the event of an emergency or natural disaster which has been declared by executive order. The local government may use the Disaster Strategy (08/04) hereby adopted and incorporated by reference with an effective date of 1-30-05. A copy is available on Florida Housing's website at:*

*[http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/AppPage\\_ListPage.aspx?PageID=35](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=35).*

*Local governments may use unencumbered SHIP funds to carry out activities of disaster relief. Recipients of SHIP funds under a local government's disaster strategy shall be required to verify income by executing a Disaster Self Certification of Income Form (08/04), hereby adopted and incorporated by reference with an effective date of 1-30-05 or a local government's form that requires the same information. A copy is available on the Corporation's website at*

*<http://www.floridahousing.org/Home/HousingPartners/LocalGovernments/>.*

*Pay check stubs and other forms of proof are required. Documentation required for SHIP income qualification may be waived if unavailable. The county or eligible municipality shall make every effort reasonable to insure that the recipients of SHIP funds are income qualified.*

*67-37.007 (16) Pursuant to Section 420.9073(5), F.S., in the event of a disaster declared by an Executive Order of the Governor, counties and eligible municipalities may request funding for activities described in its local housing assistance plan or under the disaster strategy. Requests for additional funds shall be submitted in writing and shall include the name of the local government and amount of funds requested and a schedule of when the funds being requested are to be expended. The request shall also include the number of households to be assisted, addresses, damage assessment performed by FEMA, the Department of Emergency Management, or other local agency performing disaster assessments and dollar estimate of repairs. Disaster funds shall be disbursed to local governments based on demonstrated need on a first-come, first-served basis pending availability of funds. Counties and eligible municipalities receiving additional funds for disaster that have unencumbered funds shall expend the unencumbered funds before requesting disaster funds. Disaster activities shall be included in the Annual Report submitted by local jurisdictions by September 15 following the close of the fiscal year.*

### **Local Governments Requesting Disaster Funds**

1. If Florida Housing has disaster funds available to allocate to affected local governments:
  - a. Florida Housing will determine the amount to be allocated to all affected counties and cities (if included). This will include collection and analysis of data from FEMA, Florida DEM (SERT) and local SHIP offices related to data on damage.
  - b. Florida Housing will review the damage data which includes number of units affected and the degree of damage (minor, major, destroyed), as well as the income levels of the affected households if available or the income level of the area(s) of disaster, to formulate the amount of funds that should be made available to a requesting local government.
  - c. All requests for a particular declared disaster will be evaluated individually based on the data, but also will be compared to other requests to determine whether enough funds are available to address all needs or if adjustments will need to be made to prorate the funding across the local governments requesting disaster funds.
  - d. Once the allocation amounts are determined, local governments will be notified of:
    - i. The amount of the allocation which may take into account unencumbered funds currently held at the local level. This amount will generally be awarded as an “up to” amount based on the local government meeting specified deadlines for encumbering the funds.
    - ii. Any special restrictions or permissions for expending the funds.
    - iii. Deadlines for encumbering and expending funds.
2. Local governments requesting funding from Florida Housing must submit (electronically):
  - i. A formal letter from the chief elected official or designee detailing the amount and purpose of the request.
  - ii. Any damage reports compiled by the local government or other agencies responding to the disaster, including whatever household income information is available.
  - iii. Evidence of the amount of current SHIP funds that are encumbered.
  - iv. A list of strategies that will be employed (must be approved as part of the disaster strategy or allowed by the Executive Order or Supplemental Order).

- v. Agreement with the timeline for the expenditure of funds set by Florida Housing for the disaster.
3. Once Florida Housing has verified the submitted documentation and determined the need for the disaster recovery funding, funds are made available to be allocated and disbursed to any local government determined eligible for disaster funding. Any funds not expended by the approved encumbrance/expenditure deadline will be recaptured by Florida Housing for future disaster needs over the rest of the fiscal year.
4. Funds may be disbursed all at one time or on a draw basis depending on the specific situation. A determination of the disbursement method will be noted in the award letter.
5. Funds designated for disaster recovery not expended in the fiscal year are disbursed to all eligible local governments on a population basis according to statutory guidelines as detailed in s. 420.9073 (5), F.S.

### **Reporting Requirements**

Local governments receiving disaster funds are required to report on the use of those funds in the same manner in which all SHIP funds are reported to Florida Housing through the online SHIP Annual Report system. The following steps/guidelines shall be followed:

1. Florida Housing SHIP staff will direct IT staff to add the disaster funding amount to the annual distribution amount for local governments receiving funds. This will ensure that all funds are accounted for.
2. Each local government receiving funds shall:
  - a. List encumbrances/expenditures of the funds under disaster recovery on Form 1 of the annual report.
  - b. Report the names and information for each household receiving assistance on Form 4.
  - c. Report all demographic information as required on Forms 2-5.

### **Restrictions on Expending Disaster Funds**

1. Disaster funds may not be “carried forward” to a future fiscal year.
2. Funds may not be expended for households not directly affected by the disaster.
3. Funds expended for activities made allowable by terms of the applicable Executive Order that otherwise are not SHIP eligible may only be expended during the effective term of the order.

- A. Name of the Strategy: DISASTER STRATEGY
- a. Summary of the Strategy: The Disaster Strategy provides assistance to households following a natural disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a natural disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:
- (a) purchase of emergency supplies for eligible households to weatherproof damaged homes;
  - (b) interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
  - (c) construction of wells or repair of existing wells where public water is not available;
  - (d) payment of insurance deductibles for rehabilitation of homes covered under homeowners insurance policies;
  - (e) security deposit, rental assistance for the duration of Florida Office of the Governor Executive Order 04-182, for eligible recipients that have been displaced from their homes due to damage from the storm;
  - (f) other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.
- b. Fiscal Years Covered: 2004/2005



- c. Income Categories to be served: Very Low, Low and Moderate as defined in Section 420.9071(19), (20), (28), F.S.
- d. Terms, Recapture and Default:
  - (1) Local Governments may use either of the terms listed below or as determined by the local government in their Local Housing Assistance Plan:
    - (a) All SHIP funds provided to eligible households will be in the form of a grant and not subject to recapture.
    - (b) All SHIP funds provided to eligible households will be in the form of a deferred payment loan at 0% interest for a period of 10 years and are contractually subject to recapture. Should the owner move, vacate, rent or sell the home before the 10 years have passed, the balance of the SHIP loan will be immediately due and repayable to the city/county.
- f. Recipient Selection Criteria: First come, first serve or as determined by the local government.
  - (1) Priority shall be given to individuals or household that qualify as Elderly as defined in 420.503, F.S.
- g. Sponsor Selection Criteria: Not applicable.
- h. Additional Information: SHIP funds at all times must be used for eligible applicants and eligible housing. SHIP disaster funds may not be used for the purchase or rehabilitation of mobile homes.