STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

SUB-RECIPIENT AGREEMENT FOR SERVICES

THIS AGREEMENT is made on this day of \_\_\_\_\_\_\_, between CITY/COUNTY, a municipal corporation of the State of Florida, CITY/COUNTY, whose address is (Organization Address) (hereinafter referred to as "City/County") and Sub-recipient, a public/private non-profit/for-profit corporation under the laws of Florida, whose corporate headquarters mailing address is (organization address) (hereinafter referred to as "Sub-recipient").

WHEREAS, CITY/COUNTY is the recipient of State Housing Initiatives Partnership (SHIP) funds from the State of Florida through the Florida Housing Finance Corporation (FHFC); and

WHEREAS, the City/County wants to provide rental and mortgage assistance to eligible households in response to the economic crisis caused by the COVID-19 pandemic; and

WHEREAS, Sub-recipient is a non-profit/for-profit organization that possess experience and ability to conduct and perform the Rental Assistance program services which is the subject of this Agreement and agrees to use such experience and ability in its execution and completion of this Agreement for the benefit of the City/County; that has been selected as a qualified sub-recipient to carry out the scope of work identified in this agreement; and

WHEREAS, the City/County deems it desirable to enter into an Agreement with the Sub-recipient for administration of a Rental Assistance program and specifically identified in Attachment A; and

WHEREAS, based on this agreement, the Sub-recipient is to perform the services consistent with the terms, conditions and requirements of this agreement and as further described herein.

NOW, THEREFORE in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:

SECTION 1 - RECITALS.

The above recitals are true and correct and specifically incorporated herein, forming a material part of the Agreement.

SECTION 2 - DEFINITIONS.

a) "Administrator" means the Director for the City/County, who shall act on behalf of the City/County in the execution, funding and programmatic control of this Agreement.

b) "Approval by the City/County" or a similar term means written approval by the Administrator or the Council as may be required from time to time.

c) "Area Median Income (AMI)" is the median annual household income for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ metropolitan statistical area.

d) “Days” – All references to days in this Agreement shall mean calendar days.

e) "Parties" shall mean both the City/County and Sub-recipient.

f) "Program" is hereby defined as the SHIP Disaster Strategy as adopted in the City/County FY 2016-17, FY 2017-18 and FY 2018-19 SHIP Local Housing Assistance Plan.

g) “Program income” means the proceeds derived from interest earned on funds deposited into a bank account, proceeds from loan repayments, recycled funds, and all other income derived from SHIP funds deposited into an account.

h) "Program Participant" means a household approved for assistance that meets the resident section criteria outlined in the LHAP under the Disaster Strategy.

i) " Sub-recipient " shall mean Sub-recipient as defined in Chapter 67-37.002 of the Florida Administrative Code, with whom this Agreement is entered, and a contract is executed.

j) Additional terms shall be as defined in the State Housing Incentives Partnership (SHIP) Program, 420.9071 and Chapter 67-37 of the Florida Administrative Code (also referred as the SHIP Program), the City/County 2016-2019 Local Housing Assistance Plan and any amendments thereto.

SECTION 3 - SCOPE OF SERVICES.

PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Sub-recipient will implement the Scope of Service summarized in Attachment A.

SCOPE OF SERVICE

The Sub-recipient shall, in a satisfactory and proper manner as determined by the CITY/County, perform the necessary tasks to administer and implement the services described in Attachment A and incorporated herein by reference.

SECTION 4 - TERM OF AGREEMENT.

This Agreement shall commence on the date this Agreement is executed by both parties and end no later than September 20, 2022 or until all awarded funds have been expended, whichever occurs first.

SECTION 5 - BUDGET.

The SHIP funds shall be used solely for the stated purposes set forth in this Agreement and incorporated Attachments. All expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including any reports required by the City/County, evidencing costs incurred. Any and all program income earned on the SHIP funds shall be remitted to the City/County. If the SHIP funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or the total amount of SHIP funds exceeds the eligible costs of the activity, the amounts improperly expended or not expended shall be returned to the City/County within thirty (30) days after the expiration or termination of this Agreement.

Project costs shall be paid in accordance with the budget allocations outlined in Attachment B. All costs incurred must be fully documented. In addition, the City/County may require an additional detailed budget breakdown. The Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City/County. Any amendments to the budget must be approved in writing by both parties and be in accordance with the City/County's Agreement.

SECTION 6 - PAYMENT.

It is expressly agreed and understood that the total amount to be paid by the City/County under this Agreement shall not exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The breakdown is as follows:

|  |  |
| --- | --- |
| **Amount** | **FY** |
|  |  |
|  |  |
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|  |  |

Reimbursement of eligible expenses shall be made against the line item budget specified in Attachment B herein and in accordance with performance using the Request for Payment form provided as Attachment C.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in the Florida Single Audit Act at Section 215.97 of the Florida Statutes.

Payment will be made only for services listed in the scope of work. In the event SHIP funds which are granted to the City/County are reduced or withheld by the Florida Housing Finance Corporation (FHFC), the Sub-recipient agrees that the City/County shall not be liable for payment for services begun under the terms of this Agreement, but for which payment has not been made to the Sub-recipient.

SECTION 7 - NOTICES.

Notices required by this Agreement shall be in writing and delivered via e-mail, mail (postage prepaid), commercial courier, personal delivery, or via facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

CITY/COUNTY:

SUB-RECIPIENT:

SECTION 8 – SUB-RECIPIENT RESPONSIBIILITIES.

The Sub-recipient agrees to comply with the terms and conditions specified in this Agreement and the requirements as outlined in Part VII of Section 420 of the Florida Statutes and F.A.C. 67-37. The Sub-recipient also agrees to comply with all other applicable state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient agrees to utilize funds available under this Agreement exclusively to provide assistance under the Disaster Strategy. In addition:

1. Sub-recipient will must comply with the scope of work outlined in Attachment A.
2. Sub-recipient must determine household income in accordance with 24 CFR part 5.609 and will ensure that the household is income eligible. Sub-recipient may apply all applicable waivers and guidance provided by FHFC for disaster programs in documenting and determining household income eligibility.
3. Assistance to each household cannot exceed $\_\_\_\_\_\_\_\_\_\_ including all cost and sub-recipient fees.
4. Sub-recipient is required to submit quarterly status reports on program status and activities by the 10th of each month until the Agreement is completed. If there is no activity for the quarter, the quarter report should reflect “No Activity". An Annual Performance Report must be submitted to the City/County in the format prescribed by the City/County.
5. Sub-recipient will adhere to this agreement, SHIP statutes and regulations, other applicable laws and regulations, and the approved LHAP regarding eligible activities, eligible expenditures, eligible program participants, and program performance.
6. Sub-recipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Retention of all records pertinent to expenditures incurred under this Agreement must be kept for five (5) years.
7. Sub-recipient is required to comply with all federal, state, local laws and ordinances, as deemed appropriate.
8. Sub-recipient shall assure that funds combined from all sources, such practice known as subsidy layering, are no more than those necessary to provide adequate assistance. The Sub-recipient agrees to maintain all documentation and supporting certification records that demonstrate that layering guidelines have been followed.
9. In the event that the Florida Housing Finance Corporation (FHFC) or the City/County determines that the Sub-recipient has not fulfilled its obligations in accordance with the requirements applicable to the SHIP Program and/or has requested reimbursement for ineligible expenses paid under this Agreement, the Sub-recipient shall provide reimbursement from non-federal sources within thirty (30) days of written notice from the City/County.
10. Nothing contained herein shall relieve the Sub-recipient of its responsibilities as provided under this Agreement.

SECTION 9 - CITY/COUNTY RESPONSIBILITIES.

1. The City/County shall provide information regarding requirements for the SHIP Disaster Strategy as updates and additional information becomes available.
2. The City/County shall notify the Sub-recipient of any changes as they become available, in SHIP regulations or program limits that affect the activity, including but not limited to income limits, reporting requirements, property value limits, technical revisions or amendments to the LHAP.
3. The City/County will monitor the performance of the Sub-recipient based on goals and performance standards as stated with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Substandard performance as determined by the City/County will constitute noncompliance with this Agreement. If corrective action is not taken by the Sub-recipient within a reasonable period after being notified by the City/County, contract suspension or termination procedures will be initiated. The Sub-recipient agrees to provide the City/County, or the City/County’s internal auditor(s) access to all records related to performance of activities in this agreement.
4. The City/County will review data collected by Sub-recipient for compliance with SHIP requirements.
5. The City/County shall make payments outlined in Attachment B, Project Budget. The City/County will not disburse funds except for the payment of eligible costs. Satisfactory requests shall be paid by check within 30 working days of receipt of an invoice. The City/County shall review each request prior to payment to verify that the costs claimed are allowable under the provisions of this Agreement. Failure to submit required progress reports will result in payment delays.

SECTION 10 – AFFORDABILITY.

The Sub-recipient agrees that all assistance it provides under the terms of this Agreement must assure that:

SECTION 11 - OTHER REQUIREMENTS.

A. 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 Sub-recipient 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, life and/or medical insurance and Workers' Compensation insurance, as the Sub-recipient is an independent contractor, except as approved as reimbursable expenses to the Sub-recipient under this Agreement.

B. Indemnification and Hold Harmless

The Sub-recipient agrees to defend, indemnify and hold the City/County and Florida Housing Finance Corporation harmless from any and all claims, actions, losses, damages, suits, charges causes of action and judgments of any nature whatsoever which may arise from the Sub-recipient's performance or nonperformance of this Agreement including costs and expenses for or on account of any or all suits relating to this Agreement, and shall pay all costs and judgments which may issue thereon. In particular, the Sub-recipient will hold the City/County harmless and will indemnify the City/County for funds which the City/County is obligated to refund the State arising out of the conduct of activities under this Agreement. Nothing in this paragraph shall be construed as a waiver by the City/County of its right to statutory sovereign immunity under Florida Statute § 768.28.

C. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase blanket fidelity bond covering all employees in an amount equal to reimbursements from the City/County. The City/County shall be named as an additional insured and the minimum insurance held by the Sub-recipient in accordance with Attachment E, Insurance Requirements.

The Sub-recipient shall also provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

The Sub-recipient shall also provide the City/County, when requested by City/County staff, a copy of the Certificate of Insurance.

D. Amendments

The City/County or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the City/County or Sub-recipient from its obligations under this Agreement. The City/County may, in its discretion, amend this Agreement to conform with Federal, state or local government 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 activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City/County and Sub-recipient.

E. Default, Suspension or Termination of Agreement

1) Within thirty (30) days written notice specifying the effective date, the City/County may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

a) Failure to comply with any of the rules, regulations or provision referred to herein, or such statutes, regulations, executive orders, and SHIP guidelines, policies, or directives as may become applicable at any time;

b) Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;

c) Submission by the Sub-recipient to the City/County of reports that are incorrect or incomplete in any material respect;

d) Ineffective or improper use of funds provided under this Agreement;

e) Failure of the Sub-recipient to supply the City/County with reports and annual audits as required by the City/County herein;

f) Failure of the Sub-recipient to comply with the City/County's corrective action plan respective to annual independent audits required by the City/County herein;

g) Suspension or termination by the State of the grant to the City/County under which this Agreement is made, or portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary State directive, the Sub-recipient may adjust its budget and recommend Agreement amendments to the City/County.

2) The City/County may terminate, assign or transfer this Agreement when required by State direction.

3) The City/County may terminate for convenience or cause. In the event of any termination for convenience, all finished or unfinished documents, data, reports or other materials prepared by the Sub-recipient under this Agreement shall, at the option of the City/County, become the property of the City/County. Upon termination of this Agreement, the City/County can terminate or suspend payment and specify the effective date thereof, at least five (5) working days before the effective date of termination or suspension. If payments are withheld, the City/County shall specify in writing the actions that must be taken by the Sub-recipient as a condition precedent to resumption of payments and shall specify a reasonable date for compliance.

4) The Sub-recipient may propose to terminate this Agreement in whole or in part for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the City/County, acted upon by the City/County within ten (10) days of receipt of the notice of request to terminate. The decision of the City/County shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

F. Grantor Recognition

The Sub-recipient shall ensure recognition of the role of the grantor agency and the SHIP Program in providing services through this contract. All publicity materials or notices pursuant to this contract shall be prominently labeled as to funding source and use the SHIP program logo.

SECTION 12 - ADMINISTRATIVE REQUIREMENTS.

The Sub-recipient agrees to comply with the following, as applicable, and all requirements and standards which include but are not limited to the following:

1. Financial Management

1) Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21-28 or similar accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2) Cost Principles

The Sub-recipient shall administer its Project in conformance with 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations", (formerly , OMB Circular A-1 1O); 2 CFR Part 230, "Cost Principles for Non ­ Profit Organizations", (formerly, OMB Circular A-122); and OMB Circular A- 133, "Audits of States, Local Governments and Non-Profit Organizations", as applicable or similar cost principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3) Allowable and Allocable Costs

Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in Attachment B shall control amount of allowable expenditures.

4) Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

1. Conflict of Interest

At all times the Sub-recipient shall comply with federal, state and local conflict of interest laws.

1) Conflicts prohibited

Except as provided in this section, no persons receiving SHIP assistance may occupy an assisted affordable housing unit in a project if any of the following conditions apply:

1. They exercise or have exercised any functions or responsibilities with respect to activities assisted with Federal and/or State funds; or
2. They are in a position to participate in a decision-making process, or to gain inside information with regard to these activities; or
3. They may obtain a financial interest or benefit from a Federal and/or State assisted activity; or
4. They have or will have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

2) Persons covered

The City/County conflict of interest policy states that no person shall enter into any contract or transact any business with the City/County either directly or indirectly or through any person or agency acting under contract with the City/County. The word “person” includes officers, officials board members, committee members, commission members, members of agencies of the City/County and employees and the following family members. Applicants must comply with federal, state and local conflict of interest laws.

3) Disclosure Process

All persons applying for assistance must complete a Conflict of Interest Disclosure Affidavit.

1. If the applicant states that a Conflict of Interest exists, the information will be forwarded to the City/County attorney for review and a legal opinion. In cases where there are no federal funds for the project combined with SHIP assistance, the City/County attorney will render a decision and determine if the Conflict of Interest violates this policy and what actions can be taken based on the specific circumstances of the case.
2. The attorney may recommend several actions, including but not limited to:
   1. Recommending that the individual be denied assistance due to a direct violation of this policy.
   2. Requesting that the affected person withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
   3. Placing an advertisement in a newspaper of major circulation or on the City/County website advising the public of the potential conflict of interest and requesting comments and input.
   4. For cases assisted with federal funds, presenting the conflict to the HUD filed office to request a determination under the conflict of interest provisions after City/County commission approval.
   5. In all cases, the decision on how to proceed and the actions to be taken recommended by the City/County Attorney will be final.
3. No owner, developer or sponsor of a project assisted with SHIP or federal funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit may occupy an assisted affordable housing unit in a project.
4. This Conflict of Interest Policy shall be included by reference in the following documents:
5. All Solicitations to Bid, Request for Proposals, or Requests for Qualifications involving federal and state program dollars;
6. All program manuals for housing programs;
7. All applications to receive funds that include federal or state dollars as a funding or financing source.
8. Public Records and Record Keeping

1) Records to be Maintained

The Sub-recipient shall maintain all records required by the General Records Schedule Gs1-Sl For State and Local Government Agencies that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a) Records providing a full description of each activity undertaken;

b) Records required to determine the eligibility of activities;

c) Records documenting compliance with the fair housing and equal opportunity components of the SHIP program;

d) All financial records related to the program and activities funded under this program.

2) Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. For client files assisted with SHIP funds, the records shall be maintained for 5 years after the loan has been released or satisfied, provided audits have been released, whichever is later. The retention period begins on the date of the submission of the City/County's annual performance and evaluation report to the State in which the activities assisted under the Agreement are reported on for the final time.

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 five-year period, whichever occurs later.

Records should be retained in electronic form or the standards that comply with the Florida Administrative Code.

3) Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level (based on program year HUD releases income guidelines), third party verification and other basis for determining eligibility, and description of service provided. Such information shall be made available to City/County monitors or their designees for review upon request.

4) Disclosure of Client Information

Sub-recipient shall maintain records in accordance with Florida’s Public Records Law (F.S. Chapter 119) and will ensure that all persons assisted are aware of the public records law requirements. The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information may be prohibited by Federal and state law, when not directly connected with the administration of the City/County's or Sub-recipient’s responsibilities with respect to services provided under this Agreement unless written consent is obtained from such person receiving service and, in the case of a minor, that of a parent/guardian.

5) Program Close-Out

The Sub-recipient’s obligation to the City/County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City/County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over SHIP funds, including program income.

In the event the Sub-recipient does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by the Sub-recipient and approved by the City/County for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to the Sub-recipient under this Agreement.

6) Prohibited Activity

The Sub-recipient and personnel employed in the administration of the program are prohibited from using funds provided herein for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

7) Access to Records

At any time during normal business hours and as often as the City/County, Florida Housing Finance Corporation and/or the State of Florida may deem necessary, Sub-recipient shall make available to the City/County, Florida Housing Finance Corporation and/or representatives of the State of Florida for examination all of its records with respect to all matters covered by this Agreement. Further, the Sub-recipient shall permit the City/County, Florida Housing Finance Corporation, and/or representatives of the State of Florida to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

8) Sub-recipient Audit Requirements

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the City/County, and the State of Florida or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current City/County policy concerning Sub-recipient audits and Florida Statute § 215.97(6).

a) A Sub-recipient that expends $750,000 or more in federal or State funds is required to have an audit in accordance with 2 CFR Part 200.514 and Section 215.97, Florida Statutes (Florida Single Audit Act) and 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 Executive Office of the Governor and the Comptroller, and Chapter 10.650, Rules of the Auditor General.

In connection with these audit requirements, the Sub-recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General.

The reporting package consists of:

1. Financial Statements

2. Schedule of Expenditures of Awards

3. Summary Schedule of Prior Audit Findings

4. Auditor’s report

5. Corrective Action Plan for current year audit findings

The financial reporting package must be delivered to the CITY/COUNTY within 45 days after delivery of the financial reporting package to the Sub-recipient but no later than 180 days after the Sub-recipient’s fiscal year ends.

b) Sub-recipients that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Section 215.97(6), Florida Statutes. An audit in compliance with 2 CFR Part 200 will meet the audit requirements of the state of Florida.

c) All Sub-recipient audits shall be completed within 180 days after the ending date of the Sub-recipient's fiscal year. One (1) copy of each audit report shall be delivered by the Sub-recipient to the City/County.

d) If the Sub-recipient is unable or unwilling to have an audit conducted in accordance with Section 215.97(6), Florida Statutes or 2 CFR Part 200, the City/County shall take one or more of the following actions:

1. Withhold a percentage of State SHIP funds until the applicable audit is completed satisfactorily;

2. Suspend further disbursements of federal CDBG funds until the audit is conducted; or

3. Terminate this Agreement in accordance with Section 10 E. Default, Suspension or Termination of Agreement of this Agreement.

e) If the Sub-recipient expends less than $750,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Sub-recipient expends less than $750,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds.

SECTION 13 - PARTICIPANT CONDITIONS.

The Sub-recipient agrees that no person shall, on the ground of race, creed, color, religion, national origin, sex, handicap, familial status, marital status or age be excluded from the benefits of or be subjected to discrimination under any activity carried out by the Sub-recipient in performance of this Agreement. Upon receipt of evidence of such discrimination, the City/County shall have the right to terminate this Agreement. The Sub-recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

A. Civil Rights and Compliance with Federal Laws

The Sub-recipient agrees to comply with Title XLIV, Chapters 760-765, Civil Rights, Florida Statutes and with:

1) Title VI of the Civil Rights Act of 1964 as amended - which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

2) Title VIII of the Civil Rights Act of 1968 as amended - which provides for fair housing throughout the United States. Types of prohibited discrimination include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi­listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex, familial status, disability, and national origin. HUD (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.

SECTION 14 - SEVERABILITY.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 15 - WAIVER.

The City/County's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City/County to exercise or enforce any right or provision shall not constitute a waiver of such right or provisions.

SECTION 16 - JURY TRIAL, VENUE & ATTORNEY FEES.

Venue of all actions shall lie in ---------------, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this Agreement, reasonable Attorney fees of the City/County Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practices in ------------------- Florida

SECTION 17 - ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the City/County and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City/County and the Sub-recipient with respect to this Agreement.

SECTION 18 - APPLICABLE LAW.

This law applicable to this Agreement is hereby agreed to be the law of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City/County Sub-recipient

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

State of Florida

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The forgoing instrument as acknowledged before me on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally known to me or has produced his/her as identification and did/did not take an oath and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally known to me or has produced his/her as identification and did/did not take an oath .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

ATTEST

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTACHMENT A

PROJECT INFORMATION, DESCRIPTION AND SCOPE OF WORK

PROJECTED ACCOMPLISHMENTS

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ACTIVITY | NUMBER OF HOUSEHOLDS ENCUMBERED | PROJECT ENCUMBERED AMOUNTS | ENCUMBERED END DATE | NUMBER OF HOUSEHOLDS EXPENDED | PROJECTED EXPENDED AMOUNTS | END DATE |
| Rent |  |  |  |  |  |  |
| Water |  |  |  |  |  |  |
| Electricity |  |  |  |  |  |  |
| TOTAL |  |  |  |  |  |  |

SECTION 1 – Project.

A. Subject to the terms of this Agreement, the City/County shall pay to the Sub-recipient a sum of money not to exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as a GRANT of which $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be used by the Sub-recipient to provide Rental Assistance to eligible and qualified persons.

B. Rental Assistance Program:

*In this subsection, list the terms of the program. Include items such as income eligibility, amount paid per applicant, grant terms, prioritization of funds (if any), and other items. For example, renters at \_\_\_\_% or below AMI will be eligible for a grant not to exceed $\_\_\_\_\_\_\_\_ for a period of \_\_\_\_\_\_ months.*

C. Additional activities to be performed shall include:

1. Follow the City/County Local Housing Assistance Plan (Attachment F) and the City/County Policies and Procedures (Attachment G).
2. Accept and process applications, verify income and assets in accordance with 24 CFR Part 5.609, and the priority needs identified in the City/County Local Housing Assistance Plan 2016-2019 and Disaster strategy. Staff is encouraged to view pre-recorded webinars on determining income eligibility and income certification provided by the Florida Housing Coalition on their website [www.flhousing.org](http://www.flhousing.org) and attend free training as may be available from time to time. Compliance with the SHIP Program Policies and Procedures manual and SHIP Guidebook is required. Sub-recipient shall use the SHIP program hotline to ensure program compliance when questions on client eligibility arise.
3. Create a file for each eligible applicant and maintain all applicant documentation related to client eligibility, agreements, and closeout documents.
4. Submit a complete file including the application (ATTACHMENT H), file checklist (ATTACHMENT I), income and assets documentation or self certification, special needs documentation, Resident Income Certification (ATTACHMENT J), and award letter (ATTACHMENT K) for each eligible applicant to the City/County for approval of file.
5. Submit copy of tenant lease.
6. Submit proof on unemployment or underemployment.
7. Submit proof of rent paid.
8. Submit proof of utilities paid.
9. Submit quarterly reports on the progress of each case including client name, address, status, special needs, income category, household size, expenditures and comments.
10. Identify what steps are to be taken in each case to mitigate any problem(s) detected.
11. The City/County will monitor the progress of the Sub-recipient on a quarterly basis to ensure that the agency is encumbering and expending funds and complying with set aside requirements. The City/County has a right to review all files, conduct monitoring visits and request documents associated with the file during review. Reviews can be remote or on site.

SECTION 2 – GRANT PAYMENT PROCEDURES

*In this subsection, specify additional grant payment procedures, if any additional items are not included elsewhere in the Agreement.*

ATTACHMENT B

PROJECT BUDGET

Total funds available for hard cost, soft cost and Sub-recipient fees are $\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Funds are based on the following distribution available for each fiscal year.

|  |  |  |
| --- | --- | --- |
| **Amount** | **FY** | **EXPENDED** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. Cost billed under this agreement must be for eligible expenses associated with the disaster strategy or other relevant strategy. All Sub-recipient fees shall be included in the maximum award allowed for each case under the local housing assistance plan.
2. The City/County will review each payment to determine the eligible cost and proper documentation submitted with each payment. Failure of the Sub-recipient to comply with any of these requirements may result in the City/County withholding all or a portion of the payment until all requirements have been complied with.
3. The Sub-recipient shall have 10 work days to submit any additional missing documentation required by the City/County.
4. The City/County shall make payment within --- days after receipt of invoices by check to the Sub-recipient.
5. Payment for each case shall be as follows:

ATTACHMENT C

REQUEST FOR PAYMENT

|  |  |
| --- | --- |
| Sub-recipient Name |  |
| Sub-recipient Address |  |
| Sub-recipient Contact Name |  |
| Sub-recipient Contact e-mail |  |
| Sub-recipient contact phone |  |
|  |  |
|  |  |

|  |  |
| --- | --- |
| Activity | Disaster Assistance |
| Funding Source | SHIP |
| FY |  |
| Total Grant Awarded |  |
| Payments Request to date |  |
| Amount of this request |  |
| Balance of Grant as of this invoice |  |
|  |  |
| Applicant Name |  |
| Applicant Address |  |
| File No |  |
| Activity Type |  |
| Amount paid to date for this file |  |
|  |  |
| Contract Amount |  |
| Total case budget |  |
| Total Paid to date |  |
| Balance |  |

|  |  |  |
| --- | --- | --- |
| Payment Request Number | Amount of request | Activity |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

ATTACHMENT D

QUARTERLY PROGRESS REPORT

Submit this form by the 10th of the month for each quarter for each SHIP fiscal year.

|  |  |
| --- | --- |
| Report Covers the Following Period |  |
| SHIP Fiscal Year |  |
| Date Submitted |  |
| Submitted by |  |
| e-mail |  |
| Phone number |  |

|  |  |
| --- | --- |
| Number of cases income qualified this quarter |  |
| Number of cases out to bid this quarter |  |
| Number of new contracts executed this quarter |  |
| Number of units completed to date |  |

|  |  |
| --- | --- |
| Number of cases income qualified this quarter |  |
| Applicant name | Date of award letter |
|  |  |
|  |  |

|  |
| --- |
| Provide a summary of the progress made this quarter and activities planned for the next quarter |

|  |
| --- |
| Identify any issues that may cause delays in meeting encumbrance and expenditure deadlines |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

ATTACHMENT E

INSURANCE REQUIREMENTS

ATTACHMENT F

CITY/COUNTY 2016-2019 LOCAL HOUSING ASSISTANCE PLAN

ATTACHMENT G

SHIP PROGRAM POLICIES AND PROCEDURES

ATTACHMENT H

APPLICATION

ATTACHMENT I

FILE CHECKLIST

ATTACHMENT J

INCOME CERTIFICATION