

CSFA# 40.901
Contract No. SHIP C-
Funding Source: LB 5540513801.508309
S/L LB026 & LB027

**AGREEMENT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
SOUTHWEST FLORIDA GWI HOUSING VII, INC.**

THIS ☐ **Service** ☒ **Capital (check one) CONTRACT** entered this 18th day of December 2018, between LEE COUNTY hereinafter referred to as **County** and Southwest Florida GWI Housing VII, Inc. a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**Provider**".

WHEREAS, the County adopted its Local Housing Assistance Plan (the "**LHAP**") to participate in the State of Florida's State Housing Initiatives Partnership Program ("**SHIP Program**") established under Chapter 420 of the Florida Statute in order to further the housing element of the County's Comprehensive Plan;

WHEREAS, the County desires to provide funding through its SHIP Program to non-profit housing providers for the provision of affordable housing, as well as the provision of affordable housing for special needs persons, throughout Lee County in compliance with the LHAP;

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

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

ARTICLE I SCOPE OF SERVICES

The County has awarded certain funding for certain programs as listed in Attachment 2. The Provider will be responsible for implementing these program(s) for the residents of Lee County: Program(s) must be implemented in accordance with the approved proposal(s) and exhibits/attachments.

ARTICLE II TERM OF CONTRACT

This Agreement shall be for a term of 12 months this contract was executed on December 18, 2018 and expiring on December 30, 2019 (the "**Term**") unless terminated as specified in Article VIII, Suspension/Termination, herein.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the County to the Provider and the Provider agrees to accept as full compensation the total amount not to exceed **\$220,490.00** during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, Article VIII, Suspension/Termination and Attachment 2. Funding is contingent upon the County receiving the related State funds. The County disburses funds on a reimbursement basis.

B. Deferred Payment/Return of Funds

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

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

C. Required Reports

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

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

Following such monitoring the County may deliver to the Provider a written report regarding the manner in which goods or services are being provided. The Provider will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the

County with a reasonable and acceptable justification for not correcting the noted shortcomings. The Provider's failure to correct or justify the deficiencies within the time specified by the County may result in the withholding of payments, being deemed in noncompliance, or termination of this contract.

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

B. Audit and Inspections

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

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

C. Records

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

D. Independent Audit

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

The audit must be conducted by an independent licensed certified public accountant who has received an unmodified opinion on their current Peer Review and must be in accordance with

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

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

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

ARTICLE V MODIFICATIONS

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed and dated by both parties. LEE COUNTY SHIP Agreement shall not be modified without the consent of the Secretary of HUD.

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is mutually agreed that the Provider is an independent contractor and not an agent or employee of the County.

B. Subcontracts

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

ARTICLE VII RISK MANAGEMENT

A. Indemnification

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

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

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

Any indemnification is expressly limited to (1) liability insurance coverage; or (2) distribution approved by HUD from surplus cash or residual receipts. These indemnification provisions shall not apply to HUD as a successor in interest or any other capacity.

B. Insurance

The Provider agrees to provide and maintain during the term of this contract Commercial General Liability insurance insuring the Provider against any and all claims, demands, or causes of action whatsoever for injuries received or damage to property incurred in the performance of the terms of this Contract or the use, occupation, management, or control of any facility herein provided for and the improvements thereto. Such a policy of insurance will insure the Provider in an amount not less than \$500,000 to cover any and all bodily injury, personal injury. And/or property damage claim connected with any County accident or occurrence that may arise or be claimed to have arisen against the Provider. The Provider must furnish an appropriate Certificate of Insurance (**Exhibit B**) naming Lee County Board of County Commissioners as Certificate Holder and Additional insured. The Provider agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess. The Provider agrees that this insurance requirement shall not relieve or limit Providers liability and that the County does not in any way represent that the insurance required is sufficient or adequate to protect the Provider's interests or liabilities, but are merely minimums. Certificates of Insurance and bonding and renewals must be submitted to:

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

C. Bonding

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

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

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

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

B. Termination by COUNTY

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

C. Termination by PROVIDER

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

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

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

- A.** That it will comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the County, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this contract, the County does not waive the requirements of any county or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the Provider.
- B.** That it will comply with Chapter 760, Florida Statutes, and Lee County Ordinance Number 13-04 which prohibit discrimination in housing on the basis of race, color, national origin, sex, religion, disability or familial status.
- C.** That it will comply with Chapter 760, Florida Statutes, which prohibit discrimination in employment on the basis of race, color, national origin, sex, religion, disability or marital status.

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

ARTICLE X NOTICES

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

COUNTY:

ATTN: Mikki Rozdolski, Manager, Planning Section

Department of Community Development

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

Telephone: (239) 533-8309

Fax: (239) 485-8344

E-mail: MRozdolski@leegov.com

PROVIDER:

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Web site address: _____

E-mail: _____

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

Name: David M. Loveland, AICP
(typed)

OR Name: _____
(typed)

Signature

Signature

Director, Dept. of Community Development
Title

Title

Notice shall also be provided to: U.S. Department of Housing and Urban Development
Atlanta Region, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Room 500
Miami, FL 33131-3042

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

ARTICLE XI **SPECIAL PROVISIONS**

- A.** If needed, **PROVIDER** may be called upon to assist county during a natural disaster or emergency.
- B.** The **PROVIDER** and **COUNTY** (AKA “County”) agree to comply with all of the terms of the “_____”. (AKA _____)” as set forth in Attachment 2.

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

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

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

PROVIDER:

By: _____
Name (typed)

Signature of authorized officer

Title

Date

NOTARY:

By: _____
Notary of Public (Signature)

Name (Typed)

(STAMP / SEAL REQUIRED)

COUNTY: LEE COUNTY

By: _____
Name (typed)

Signature of authorized officer

Chair – Lee County Board of County
Commissioners

Title

Date

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

By: _____

Title: _____

Date: _____

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

By: _____

Title: _____

COUNTY ATTORNEY'S OFFICE

Date: _____

ATTACHMENT 1

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

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

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

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

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

Audit Requirements for States, Local Governments and Nonprofit Organizations:

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

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

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

No Audit Exemption:

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

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

Southwest Florida GWI Housing VII, Inc.

1.
 - a. The Project, as approved for grant assistance, shall consist of the following authorized scope of work: Rehabilitation of 15 rental units at Ohio Place for very low income special needs households with priority for households with developmental disability. The proposed work includes replacement of kitchen cabinets; installation of hurricane doors, water heaters, appliances, and new gutters.
 - b. The amount of funds awarded under this grant is \$220,490 (\$108,289 must be expended by June 30, 2019, and the balance of \$112,201 must be expended by December 30, 2019). The **COUNTY** is not obligated or authorized to award any funds in addition to this amount.
 - c. In the rental selection process, rental projects that receive disaster assistance funds shall give priority to households impacted by disasters for 15 years.
 - d. The **PROVIDER** is expected to make reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The **COUNTY** agrees to provide reimbursement drawdowns to the **PROVIDER**, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1.a. up to a maximum of \$100,000.00 or the amount of actual cash expended per unit by the **PROVIDER** for project work, whichever is less.
3. The **PROVIDER** is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119, Public Records.

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

Before any person is granted access to the records related to these funds (except governmental agencies or their agents who are entitled to access to the records specified in this paragraph for the purposes of auditing federal, state, or local housing programs or housing assistance programs), please seek the advice of your legal counsel or contact the Lee County Division of Planning who shall seek counsel from the Office of the Lee County

Attorney. Home addresses, telephone numbers, social security numbers, photographs, and places of employment of the certain personnel, spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from public record. Medical history records, bank account numbers, credit card numbers, telephone numbers, and information related to health or property insurance furnished by an individual to any agency pursuant to federal, state, or local housing assistance programs are confidential and exempt. Any other information produced or received by any private or public entity in direct connection with federal, state, or local housing assistance programs, unless the subject of another federal or state exemption, is subject to public records requests.

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

4. The **PROVIDER** agrees to perform all necessary requirements to assist the **COUNTY** in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The **COUNTY** shall be provided access to all contracts of the Provider for the procurement of goods and/or services relating to the project work described in Subsection 1.a. herein, and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the **COUNTY** of any financial liability in connection with said contracts.
6. The **PROVIDER** shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The Provider will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work).
7. The **COUNTY** shall be provided access to detailed plans, specifications and tenant income levels relating to the project described in Subsection 1.a herein, to assure compliance with the objectives, requirements and limitations of the Lee County SHIP affordable housing program. **Documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of fifteen years following effective date of contract.**
8. The **PROVIDER** shall provide to the **COUNTY** proof of the following prior to receiving final payment:
 - a. Applicant Intake Forms
 - b. Income Verification and Certification Forms
 - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary

- d. Proof of affordability of units. Monthly rents cannot exceed 30 percent of an amount representing the percentage of the median anticipated annual income adjusted for family size for the household. In addition, all rental units must be rented at affordable rates (i.e.: rents will not exceed those limits adjusted for the number of bedrooms published by the Florida Housing Finance Corporation).
 - e. Certificate of Compliance/Completion
 - f. Developer fee of up to a maximum of \$1,200 per unit. (No mark-up of material costs are allowed in view of the developer fee. Material costs must be substantiated with back-up invoices).
9. All projects must be in compliance with the rules and regulations of 24 CFR Part 5 (Income Limits, Annual Income, Rent, and Examinations for the Public Housing and Section 8 Programs), the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Section 420.907, Florida Administrative Code Rule Chapters 67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance Number 95-17, as amended, and in particular:
- a. Income limits
 - b. Definition of Affordability
 - c. Non-discrimination
 - d. Maximum rent
 - e. Maximum SHIP funds per unit
 - f. Compliance reporting as required per project
10. The **PROVIDER** shall provide to the **COUNTY** proof of the following, as applicable, for each beneficiary prior to receiving final payment:
- a. SHIP Program Recipient Profile Form
 - b. Certificate of Hazard Insurance naming Lee County as co-insured
 - c. Budget and Actual expended Summary per unit form
 - d. Proof of Affordability of Units