

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: February 1, 2016

RE: Approval of Agreement with Lakeland Habitat for Humanity, Inc. for Administration and Delivery of an Emergency Home Repair Program for Income Qualified Homeowners

Attached hereto for your consideration is a proposed Agreement between the City and Lakeland Habitat for Humanity, Inc. for the administration and delivery of an emergency home repair program previously administered by the City's Housing staff in the Neighborhood Services Division. Habitat for Humanity was the only respondent to the Notice of Funding Availability advertised from October 1 through October 15, 2015.

Upon approval of the Agreement by the City Commission, Habitat for Humanity will take over the City's current emergency repair program, providing limited repairs to income-qualified owner-occupants who experience a bona fide emergency. Examples of such emergencies include damaged roofs, plumbing issues (including sewer and septic systems), electrical hazards, heating, and air conditioning when a documented medical necessity exists. Habitat for Humanity will receive inquiries and applications for assistance from potential clients, including those referred by the Neighborhood Services Division, and will then evaluate client need and eligibility, effectuate the necessary repairs in accordance with the Agreement and submit eligible expenses for reimbursement through the Neighborhood Services Division.

This Agreement funds the program from the FY2015-16 State Housing Initiatives Partnership (SHIP) program in the amount of \$80,000 (\$72,000 construction, \$8,000 administration), with a term commencing February 1, 2016 and ending January 31, 2017. In response to the Notice of Funding Availability, Habitat for Humanity estimates serving four (4) low income ($\leq 80\%$ AMI) and four (4) very-low income ($\leq 50\%$ AMI) households, while leveraging an additional \$275,000 to address those clients' non-emergency housing needs. Though an admittedly small program, very few agencies provide this type of assistance.

It is recommended that the appropriate City officials be authorized to execute the attached Agreement with Habitat for Humanity for administration and delivery of an emergency home repair program for income qualified homeowners.

RS
attachment

CITY OF LAKELAND SHIP EMERGENCY REPAIR PROGRAM

PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of February 2016, by and between the City of Lakeland, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the “City” and Lakeland Habitat for Humanity, Inc., a nonprofit Florida Corporation hereinafter referred to as the “Grantee”.

WITNESSETH

WHEREAS, the City has been awarded State Housing Initiatives Partnership (SHIP) Program funds pursuant to §420.907 et seq., Florida Statutes, as amended, which provides for the implementation of emergency repair projects designed to address the housing needs of income eligible households; and,

WHEREAS, said law provides that the City may contract with non-profit organizations to administer and implement a project as set forth herein; and,

WHEREAS, the Grantee has been awarded funds to provide for emergency repairs, as defined by the City, of housing units for eligible low income homeowners; and

WHEREAS, it is in the interest of the City to enter into this Agreement with the grantee to implement the project set forth herein for the benefit of extremely low-income, very low-income and low-income residents in the city limits of Lakeland, Florida;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

DOCUMENTS INCORPORATED BY REFERENCE

2. The following documents are incorporated herein by this reference and made a part hereof:

- Attachment 1: Scope and Schedule of Services
- Attachment 2: Project Budget
- Attachment 3: SHIP Providers Financial Report
- Attachment 4: SHIP Program and Activity Status Report
- Attachment 5: Program Summary and Guidelines
- Attachment 6: SHIP Home Repair Program Application
- Attachment 7: Income Certification
- Attachment 8: Deferred Liens
- Attachment 9: Annual Report Checklist
- Attachment 10: File Checklist
- Attachment 11: Insurance Requirements

COORDINATION

3. The Grantee agrees to carry out the specified project under the general coordination of the City's Neighborhood Services Division, Housing Section, or designee as the City's representative under this Agreement.

NOTICES

4. Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand, or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in the U.S. Mail in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing as aforesaid, to the other party a notice stating the changed address. The addresses of the City and Grantee are as follows:

City: Annie L. Gibson
Housing Programs Coordinator
Neighborhood Services Division
Housing Section
1104 Martin Luther King Jr. Ave.
Lakeland, FL 33805

Grantee: Claire Twomey
Lakeland Habitat for Humanity, Inc.
1317 George Jenkins Blvd
Lakeland, FL 33815

SCOPE AND SCHEDULE OF SERVICES

5. The Provider agrees to implement the project as described in **ATTACHMENT 1, SCOPE AND SCHEDULE OF SERVICES**, incorporated herein, for the exclusive benefit of eligible extremely low-income, very low-income, and low-income homeowners as defined in **ATTACHMENT 5, PROGRAM GUIDELINES**, incorporated herein, and residing inside the city limits of Lakeland, Florida.

FUNDING AND PAYMENT PROCEDURES

- 6.1 The City agrees to reimburse the Provider for eligible expenditures for the specified project during the period of this Agreement in the maximum amount of **Eighty thousand Dollars, (\$80,000)**, unless the maximum amount is changed by mutual agreement of both parties. Such funds must be spent by the Grantee in strict accordance with the authorized distribution of funds, as detailed in **ATTACHMENT 2, PROJECT BUDGET**, incorporated herein. If the maximum amount of the Agreement is changed by amendment to this Agreement, such additional funds must be spent by the Grantee in strict accordance with the authorized distribution of funds, as detailed in an accompanying amendment to **ATTACHMENT 2**.
- 6.2 Only program and specific administrative fee costs for the specified project as described in **ATTACHMENT 2** are eligible for funding.
- 6.3 Budget Amendment: The Grantee may from time to time amend line items of the Agreement Budget

as identified in **ATTACHMENT 2**, provided the amended amount facilitates repairing additional income qualified households, and the total contract amount does not change. The Grantee shall promptly notify the City of such amendments in writing as they occur. Payment of invoices shall not be made unless the City has received such notification and approval for payment has been granted by the City as set forth in Section 6.4 of this Agreement.

Budget amendments not meeting the above guidelines but not changing the total contract amount may be made only upon prior written approval of the Housing Programs Coordinator.

Budget amendments which change the total contract amount must be approved by the City through a written amendment to this Agreement.

6.4 Payments will be made by the City to the Grantee in accordance with the following procedures:

- a. The City will reimburse the Grantee on a monthly basis for each request under this Agreement based on actual expenditures which are properly documented as eligible costs for eligible recipients, made in accordance with this Agreement and all Attachments thereto. All requests for reimbursement shall be submitted to the City according to the format established in **ATTACHMENT 3, SHIP FINANCIAL REPORT**, together with supporting documentation in detail sufficient for a proper pre- and post-audit review. The City requires all expenditures for which reimbursement is requested, be substantiated by copies of paid invoices, i.e., canceled checks (copies front and back). Any other form of backup must be approved by the City prior to use as approved backup. The Financial Report form shall be signed by the Grantee's Agency President or Designee, who shall certify that, to the best of his or her knowledge, the data reported therein is correct, that the amounts reported therein have been spent for a public purpose according to Florida Statutes, and that none of these payments, nor any portion thereof, have been submitted to or reimbursed by any other public or private organization or person or by the City under any other agreement. Payment will be contingent upon receipt, review, and approval by the City of monthly expenditure reports, along with all supporting documentation required by the City. After the Financial Report and supporting documentation have been reviewed and approved, the City will reimburse the Grantee for the appropriate expenses consistent with this agreement. It is fully and expressly agreed that the City's determination as to the acceptability of the subject Financial Report, as well as all supporting documentation for same, shall be conclusive.
- b. The City will reimburse the Grantee from the SHIP allocation agreed upon and must be expended no later than City and the Grantee agree that all requests for reimbursement and payments are due; and, any request, modification, amendment or new contract, which extends the period of the Agreement, shall be consistent with the Florida Administrative Code.
- c. Supporting documentation shall consist of the following:
 1. The City requires all expenditures for which reimbursement is requested, with the exception of the Administrative Fee, be substantiated by copies of paid, i.e., canceled checks (copies front and back) and related invoices and receipts. Any other form of backup must be approved by the City Housing Division prior to use as approved backup. All such costs shall be itemized in a summary report accompanying the SHIP Providers Financial Report and shall be identified as Program Costs. Where any other funding sources are utilized, in addition to SHIP funds, for any itemized cost, all such funding sources shall be identified in the summary report.

2. Recipient Eligibility Documents identified in **ATTACHMENT 11** for each assisted household as an eligible recipient shall be submitted to the City when submitting the first request for reimbursement for each eligible recipient. All recipients must be extremely low, very low-income or low-income households.

Construction related documents identified in **ATTACHMENT 11** for each assisted household must be made available upon final completion. Invoices, monthly SHIP Financial Reports and accompanying support documentation shall be sent to:

Annie Gibson, Housing Programs Coordinator
Neighborhood Services, Housing Section
1104 Martin Luther King Jr. Ave.
Lakeland, FL 33805

3. The Grantee must submit the final request for reimbursement and SHIP Financial Report to the City no later than Fifteen (15) days **before** the City's fiscal year ends or this contract is terminated. If the Grantee fails to do so, all rights to payment shall be forfeited, and the City will not honor any request submitted after the aforesaid time period. Any payment due the Grantee under the terms of this Agreement may be withheld until all reports due from the Grantee, and necessary adjustment(s) thereto, have been approved by the City.
4. Payments for all services properly invoiced will be made in accordance with the provisions of Chapter 218, Part VII, Florida Statutes ("Local Government Prompt Pay Act")
- 6.5 Reimbursement to the Grantee shall be limited to one per month. Any funds not expended for a given month, may be expended in a subsequent month as long as the total amount does not exceed the entire amount of the contract. **The Grantee must submit a request for reimbursement no less frequently than once a quarter.** All costs must be incurred and work completed during the term of this Agreement to be eligible for reimbursement; however, actual payment to the Grantee may be after the Agreement expires.
- 6.6 Any unused or residual funds remaining at the termination of this Agreement shall be retained by the City and will be reallocated for expenditure.

REPORTING

- 7.1 The Grantee shall furnish the City with a **SHIP PROGRAM AND ACTIVITY STATUS REPORT (ATTACHMENT 4)**, incorporated herein, with each monthly request for reimbursement or no less frequently than each quarter. The Report must document Grantee performance in implementing the project described in **ATTACHMENT 1**. The Report must be accompanied by data on project beneficiaries, as provided in Section 6.4. d. **2.** of this Agreement. Failure to submit a timely Report and accompanying project beneficiary data may result in delay or forfeiture of payment under this Agreement.
- 7.2 The final SHIP Program and Activity Status Report shall be due no later than **Fifteen (15) days** from the expiration of this Agreement.
- 7.3 Upon request, the Grantee shall report actions taken and data collected to ensure compliance with applicable local, State and Federal non-discrimination and affirmative action regulations.

7.4 The Grantee agrees to submit to the City such additional project and financial data, including beneficiary identifiable data, as may be requested by the City for inclusion in the City's SHIP Annual Report, including data identified in **ATTACHMENT 10: Annual Report Household Data Summary**.

AGREEMENT DURATION, EXTENSION AND TERMINATION

8.1 This Agreement shall be effective for the period from February 1, 2016 until January 31, 2017 unless extended or terminated sooner in accordance with this Section.

8.2 **THIS AGREEMENT MAY NOT BE EXTENDED BEYOND MARCH 31, 2017.**

8.3 In the event the City determines on the basis of a review of the Grantee's performance that the requirements of this Agreement have not been met, the City may take one or more of the actions authorized in Paragraphs 8.4 and 8.5 of this Section. In each instance, the action taken will be designed to first prevent a continuance of the deficiency (lack of progress, non-conformance, non-compliance, lack of continuing capacity); second to mitigate any adverse effects or consequences of the deficiency to the extent possible under the circumstances; and third to prevent a recurrence of the same or similar deficiencies.

8.4 If the City determines that the requirements of this Agreement have not been met, the City may take one or more of the following actions, as appropriate to the circumstance:

a. Request the Grantee to submit additional information:

- Concerning the administrative, planning, budgeting, management, and evaluation functions to determine any reasons for lack of progress,
- Explaining any actions being taken to correct or remove the causes for delay,
- Documenting that activities undertaken were in conformance with this Agreement or in compliance with applicable laws or regulations,
- Demonstrating that the Grantee has a continuing capacity to carry out the approved project in a timely manner, or
- As may be appropriate.

b. Request the Grantee to submit revised progress schedules for completing required activities.

c. Issue a letter of warning that advises the Grantee of the deficiency and puts the Grantee on notice that further sanctions, including those listed in Sections 8.5 and 8.6 of this Agreement, will be taken if the deficiency is not corrected or is repeated.

8.5 If the City, in its sole discretion, determines that the Grantee has materially failed to comply with the requirements of this Agreement, the City may take one or more of the following actions as appropriate to the circumstance:

a. Advise the Grantee to suspend, discontinue or not incur costs on current or future activity under the Agreement,

- b. Advise the Grantee to reimburse the City for any amount improperly expended,
- c. Temporarily withhold payments pending correction of the deficiency by the Grantee,
- d. Disallow all or part of the cost of the activity or action not in compliance,
- c. Terminate the Agreement in accordance with Section 8.6, or
- d. Take other remedies that may be legally available.

8.6 If the City determines that it is necessary to suspend or terminate this Agreement, it may do so by giving prior written notice to the Grantee of such suspension or termination and specifying the effective date thereof, at least ten (10) days before the effective date of such suspension or termination. Upon such suspension or termination, the Grantee shall be entitled to payment of such amount as reasonably determined by the City for work satisfactorily performed prior to the suspension or termination date; provided, however, that no allowance shall be made for suspension or termination expenses.

If funds to finance this Agreement become unavailable, the City may terminate the Agreement with no less than a twenty-four (24) hour notice in writing to the Grantee. The City will be the final authority as to the availability of funds. The City will pay the Grantee for all work completed prior to any notice of termination.

8.7 Except as provided in Paragraphs 8.5 and 8.6 of this Section, this Agreement may be terminated by either party, without cause, upon prior written notification to the other party, specifying the termination date, which in no event shall be less than sixty (60) days from the date such notice is given, setting forth the reason(s) for such termination. In the event of such termination, the Grantee shall be paid such amount as shall compensate for work satisfactorily performed prior to the termination date. Such amount shall be determined by the City, and all costs shall be subject to prior approval by the City. Termination under this paragraph shall not give rise to any claim for causes of action against the City, its employees, agents, or officers, including, but not limited to, causes of action in contract or tort or for damages or for compensation in addition to that provided hereunder.

ACCOUNTABILITY

9.1 The Grantee agrees to maintain such property, personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement and to allow for the audit of SHIP funds by the City, Florida Housing Finance Corporation (FHFC), State Comptroller and/or their designees. Funds provided by the City for the SHIP Housing Grants Program shall be accounted for in a separate fund with a set of accounts that are independent of other program accounts. The Grantee shall comply with the applicable policies, guidelines and requirements of Office of Management and Budget (OMB) Circulars A-110 and A-122, incorporated by reference into this Agreement, as they relate to the receipt and use of SHIP funds.

9.2 All records and accounts related to this Agreement shall be retained for and be subject to inspection, review or audit by the City and FHFC for a period of six (6) years following the date of submission of the City's Annual Report to FHFC in which the project under this Agreement is reported. Such review shall be during the regular working hours of the Grantee. Upon request, the Grantee shall transfer copies of these records and accounts to the custody of the City in order to ensure their

accountability for such a period.

AUDIT

10. The Grantee agrees to have an annual audit of financial statements performed in accordance with the Government Auditing Standards developed by the Comptroller General of the United States. Such audit shall comply with OMB Circular A-133, incorporated herein by reference. The audit shall be performed annually for the Grantee's entire organization, shall cover the Grantee's fiscal year, and shall include specific review of the SHIP Program. It shall be performed by auditors who meet the independence standards specified in OMB Circular A-133.

The Grantee shall ensure that audit work papers and reports are retained for a minimum of six (6) years from the date of the audit report, unless the Grantee is notified in writing by the City to extend the retention period. The Grantee shall also ensure that audit work papers are made available upon request to the City or its designee.

Two (2) copies of the audit report shall be submitted to the City's Neighborhood Services Department within 30 days after the completion of the audit, but in no case should the audit be completed and the report submitted later than 120 days after the end of the Grantee's fiscal year. If a management letter or any other reports or correspondence relating to audit findings or recommendations are issued in connection with the audit, copies shall accompany the audit report.

CONFLICT OF INTEREST

11. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City or the Grantee who exercises or has exercised any functions or responsibilities with respect to activities assisted with SHIP funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a SHIP-assisted activity, or have a financial 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, as defined in Chapter 112, Part III, Florida Statutes, during their tenure or for one year thereafter.

LOBBYING

12.1 The Grantee shall not use funds under this Agreement to directly or indirectly support, defeat or influence:

- a. The outcome of any Federal, State, or local election, referendum, initiative, or similar procedure, or
- b. The introduction, enactment, or modification of any pending Federal, State, or local legislation.

12.2 The Grantee also certifies that:

- a. No State appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the Florida State Legislature, or an employee of a Member of the Legislature in connection with the awarding of any state or local contract, the making of any state or local grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any state contract, grant, loan, or cooperative agreement.

- a. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Florida State Legislature, an officer or employee of the Legislature, or an employee of a Member of Legislature in connection with this Agreement, the Grantee shall complete and submit a letter of disclosure informing the City of those payments.

INDEPENDENT CONTRACTOR

13. In the performance of this Agreement, the Grantee will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the City. The Grantee shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Grantee in the full performance of the Agreement. Neither the Grantee nor any of its employees, officers, agents or any other individual directed to act on behalf of the Grantee for any act related to this Agreement shall represent, act, purporting to act, or be deemed to be the agent, representative, employee or servant of the City.

INDEMNIFICATION

14. The Grantee shall be required to indemnify, protect, defend, and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, or actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction), defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, shall be included in the indemnity hereunder. The Grantee further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. The Grantee agrees that its indemnification of the City shall extend to any and all work performed by the Grantee, its subcontractors, employees, agents, servants, or assigns.

This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Grantee's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the City and the Grantee.

In any and all claims against the City or any of its agents or employees by any employee of the Grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee or any subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

SOVEREIGN IMMUNITY

15. The Grantee and the City agree that nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes.

INSURANCE

- 16.1 Public Liability Insurance. Before commencing services under this Agreement and without limiting its liability under this Agreement, the Grantee shall maintain insurance coverage of the types and in the amounts identified in **ATTACHMENT 12**, incorporated herein.
- 16.2 Fidelity Insurance. In addition, the Grantee shall procure and maintain fidelity insurance covering all officers, employees and agents of the Grantee authorized to handle funds received or disbursed under this Agreement in an amount equal to the funding provided through this Agreement.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND LAWS

17. The Grantee shall comply with all applicable laws, orders and regulations of the Federal, State and local governments as they pertain to this Agreement. These include but are not limited to provisions of Section 420.907 - .9079, Florida Statutes, Rule Chapter 67-37, Florida Administrative Code, and the City of Lakeland SHIP Local Housing Assistance Plan.

SHIP FUNDING RECOGNITION

18. The Grantee shall include in all advertisements, newsletters, and/or promotions that refer specifically to the project assisted hereunder, a statement that the project is funded in whole or in part by the City of Lakeland under the State Housing Initiatives Partnership Program.

FINANCIAL OBLIGATION OF THE CITY

19. This Agreement is not a general obligation of the City, nor does it constitute a pledge of the full faith and credit of the City, but shall be a commitment only as to the City's State Housing Initiatives Partnership funds. In the event there are insufficient monies available in the Housing Assistance Trust Fund to meet the commitments of the City created by this Agreement, the City will have no further commitments under this Agreement and shall not be considered in breach thereof.

ASSIGNMENT BY GRANTEE

20. The Grantee shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any interest in this Agreement without the prior consent of the City in writing.

CHANGES/AMENDMENTS

21. The City or the Grantee may, from time to time, request changes in the scope and schedule of services to be performed hereunder. Changes in line item budgeted amounts are permissible as provided in Section 6.3 of this Agreement. However, any increase or decrease in the total amount of funding or any other change or amendment shall be negotiated by the City and the Grantee, and if

mutually agreeable, shall be incorporated as written amendments to this Agreement and shall be executed with the same formalities as this Agreement.

LAW AND VENUE

22. This Agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in city limits of Lakeland, Florida.

NO THIRD PARTY BENEFICIARIES

23. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

SEVERABILITY

24. If any term or provision of this Agreement be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. PUBLIC RECORDS

Grantee shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Grantee in performance of services pursuant to this Agreement. In accordance with Florida Statute § 119.0701, Grantee shall be required to provide public access to such records at a cost that does not exceed the statutory requirements or as otherwise provided by law. In the event any such records are exempt or confidential from public records disclosure Grantee shall ensure that those records are not disclosed except as authorized by law. Grantee shall meet all requirements for retaining public records and shall transfer at no cost to the City, all public records in possession of the Grantee upon termination of the Agreement and destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

ENTIRE AGREEMENT

26. This contract constitutes the entire agreement between the parties hereto pertaining to the Scope of Services and all other Attachments hereunder. All negotiations and oral agreements are included herein.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Lakeland Habitat for Humanity, Inc.

By: _____
Agency President

Date: _____

Attest: _____
Agency Secretary

City of Lakeland

By: _____
R. Howard Wiggs
Mayor

Date: _____

Attest: _____
Kelly Koos
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Timothy J. McCausland
City Attorney

ATTACHMENT 1

SCOPE AND SCHEDULE OF SERVICES

Description of Project:

The Lakeland Habitat owner occupied emergency repair program will assist eight (8) extremely low, very low and low income households in their housing repair needs. The direct benefit will be immediate to the homeowner because the repair will be completed without waiting. Emergency repairs are generally considered to be events that are unforeseen and not due to a lack of maintenance or neglect of the homeowner's residence. Repairs that may be addressed under this emergency repair strategy include, but are not limited to, roofing, plumbing (supply line leak, sewer/septic tank systems failure, no water, etc.), heating, air conditioning (only if documented medical necessity) and dangerous electrical hazards constituting an immediate threat to the health, safety and welfare of the occupants. Damage resulting from crime including theft and vandalism may be considered for repair provided it is fully documented by the Lakeland Police Department and the damage is not otherwise covered by the owner's property insurance. Emergency repairs will not exceed \$20,000. Determination of an emergency repair will be made through an assessment by the Lakeland Habitat for Humanity's Home Repair Coordinator with assistance from the City of Lakeland's Housing Rehabilitation Specialist as needed.

ATTACHMENT 2

PROJECT BUDGET

EXPENDITURES BY CATEGORY	CURRENT YEAR BUDGET PROPOSAL
PROGRAM COSTS	
1. Construction costs ⁽¹⁾ Material and labor used in performance of eligible construction, rehabilitation, or repair activities on assisted eligible units; construction soft costs such as engineering studies and appraisals if directly related to acquisition, construction, rehabilitation, repair, and/or sale of assisted eligible units, and relocation costs associated with rehabilitation of the residence usually occupied by a homeowner. 2. Administration Fee	\$72,000
A. Number of units to be completed	8
B. Amount of administration fee to be charged per completed unit.	\$1,000
C. Total Administration Fee * Multiply no. of units x developer fee per unit and enter total.	\$8,000
TOTAL PROGRAM BUDGET (Sum of Construction costs and administrative fees)	\$80,000
<p>*ADMINISTRATION FEE is a lump sum amount, a Provider may claim on completing eligible program activities on an eligible property of an eligible recipient. Administration fee shall cover all costs of completing each unit for activities such as Inspection, Income Certification, Title search, Recording fees, Home owner's insurance if any etc. Administration fee will be paid on the basis of per unit completion, and the amount must be counted toward the maximum SHIP award amount per client. A completed unit is one for which all repair, rehabilitation and replacement works have been fully completed per contract and an approved Final Inspection or a Certificate of Completion has been issued by the Building Official and submitted along with the final request for reimbursement.</p>	
TOTAL EXPENDITURES	\$80,000

ATTACHMENT 3

**City of Lakeland
SHIP PROVIDERS FINANCIAL REPORT**

A. Provider Organization: Lakeland Habitat for Humanity.

B. Reporting Period: [Click here to enter text.](#)

C. Program Revenues:	Approved Budget	Current Period	Cumulative To Date	Available Balance
SHIP Funds	\$	\$	\$	\$
Matching Contribution				
Total Revenues	\$	\$	\$	\$
D. Program Expenditures	Approved Budget	Current Period	Cumulative To Date	Available Balance
Program Costs	\$	\$	\$	\$
Administrative Fee (not to exceed \$1,000 per unit completed)				
Total Expenditures	\$	\$	\$	\$

E. SHIP cash balance at end of this reporting period: \$ _____

F. SHIP funds now requested: \$ _____

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE DATA REPORTED HEREIN IS CORRECT, THAT THE AMOUNTS REPORTED HEREIN HAVE BEEN SPENT FOR A PUBLIC PURPOSE ACCORDING TO FLORIDA STATUTES, AND THAT NONE OF THESE PAYMENTS, NOR ANY PORTION THEREOF, HAVE BEEN SUBMITTED TO OR REIMBURSED BY ANY OTHER PUBLIC OR PRIVATE ORGANIZATION OR PERSON OR BY THE CITY UNDER ANY OTHER AGREEMENT.

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

ATTACHMENT 4

**CITY OF LAKELAND
EMERGENCY HOME REPAIR PROGRAM**

SHIP ACTIVITY STATUS

**Reporting Period:
PART II**

Page ___ of

PROVIDER ORGANIZATION: [Click here to enter text.](#)

REPORT AS APPROPRIATE - Activity Status/Accomplishment

ATTACHMENT 5

CITY OF LAKELAND PROGRAM EMERGENCY HOME REPAIR PROGRAM

I. PROJECT AREA and PURPOSE:

The City may provide owner occupied emergency repair to assist very low, low, and moderate income clients in their housing needs. City funding may be used to correct limited housing code violations or other conditions that create an immediate health or safety threat to the owners who occupy the housing.

Emergency repairs are generally considered to be events that are unforeseen and not due to a lack of maintenance or neglect of the homeowner's residence. Repairs that may be addressed under this emergency repair strategy include, but are not limited to, roofing, plumbing (supply line leak, sewer/septic tank systems failure, no water, etc.), heating, air conditioning (only if documented medical necessity) and dangerous electrical hazards constituting an immediate threat to the health, safety and welfare of the occupants. Damage resulting from crime including theft and vandalism may be considered for repair provided it is fully documented by the Lakeland Police Department and the damage is not otherwise covered by the owner's property insurance.

Emergency repairs not exceeding \$3,000 require a soft income certification. Emergency repairs which exceed \$3,000 shall require full income certification and fall under the strategy of Home Owner Occupied Emergency Repair. Emergency repair assistance shall be limited to a maximum \$20,000.

In order for a client to receive emergency repair assistance, that client must have the above mentioned emergency needs. If after the emergency repairs are complete the homeowner requires further rehabilitation assistance, they may submit an application during the Open Enrollment period of the Neighborhood Services Division's Owner Occupied Rehabilitation Program. If a client is currently on the applicant list and a dire emergency arises, the emergency repairs may be completed and the date for placing the client's name on the applicant list shall be the date of the first request for assistance.

Providers may, if qualified, provide employment opportunities to clients of the State Work Development Initiative (WDI) and the Welfare Transition Program. This Program shall be operated in accordance with all applicable rules and regulations of the City, the State of Florida, and Florida Housing Finance Corporation.

II. FUNDING:

The emergency repairs provided by the City using SHIP funds will be in the form of a deferred payment loan. Any projects which incur expenses of \$3,000 and under are grants. Five -year deferred payment loans are forgiven at the rate of 20% per year. Ten-year deferred payment loans are forgiven at the rate of 10% per year. Ownership and encumbrance reports and service delivery costs are provided to the clients as grants.

There will be no interest charged on said deferred payment loan.

<u>Amount of Assistance</u>	<u>Length of Forgivable loan</u>
\$3,001 to \$5,000	5 years
\$5,001 to \$20,000	10 years

The portion of the deferred payment loan remaining will be due without interest at the occurrence of the earliest of the following: 1) death of recipient or recipients; 2) sale or transfer of title; 3) property is no longer maintained as principal residence; and 4) property is not maintained to a minimum housing standard.

III. ELIGIBLE PROGRAM ACTIVITIES:

Eligible activities include:

Emergency Repair/Rehabilitation of substandard housing (see emergency repair program policy).

ELIGIBLE PROGRAM RECIPIENTS:

An eligible recipient must meet seven (7) key eligibility criteria in order to participate:

1. Must own and occupy (either before repairs in the case of rehabilitation, or after if the funds are being used to construct a replacement home) the home in which he/she resides as a principal residence.
2. In no case shall any household served have an annual gross income that exceeds eighty percent (80%) of the median income for the area, adjusted for household size.
3. Must reside within the City limits of Lakeland, Florida.
4. No assistance will be provided to any property owner who is in arrears in local property taxes.
5. Recipient applicant must be willing to execute all necessary documents on a timely basis.
6. Recipient selection will be on a first come, first-served basis, unless otherwise specified by the Provider in its application.

IV. ELIGIBLE PROPERTY:

- Any existing owner-occupied units within the city limits of Lakeland.
- No mobile homes or rental properties may be repaired /rehabilitated or purchased under this program.
- Each unit must meet and may exceed minimum housing code with the exception of emergency repairs.

VI. PROPERTY STANDARDS

All work performed must conform to current building codes.

VII. FORM OF OWNERSHIP

Ownership types include the following:

- Fee simple title in a single family attached or detached unit; **OR**
- Life estate for the life of the recipient in a single family detached unit.

VIII. ELIGIBLE COSTS

Eligible Program Costs include the following:

Construction Costs: Material and labor used in performance of eligible construction, rehabilitation or repairs on assisted eligible units; other professional costs related to construction, rehabilitation or repair of assisted eligible units.

Administration Fee

Administration Fee is a lump sum amount a Grantee may claim on completing eligible program activities on an eligible property of an eligible recipient. Administration fee shall cover all costs of completing each unit for activities such as Inspection, Income Certification, Title search (provided by the City), Recording fee. Administration fee will be paid on the basis of per unit completion, and the amount must be counted toward the maximum SHIP award amount per client. A completed unit is one for which all repair, rehabilitation and replacement works have been fully completed per contract and an approved Final Inspection or a Certificate of Completion has been issued and submitted with the final request for payment.

IX. DISBURSEMENT OF FUNDS

Funds shall be disbursed by City directly to program Providers either on a **Reimbursement basis** upon receipt of appropriate documentation of eligible expenditures and client eligibility information as listed below.

By Reimbursement process: The City requires documentation of all expenditures for which reimbursement is requested. Construction/repair costs must be substantiated by invoices, copies of paid, canceled checks (copies front and back) or other forms of backup as approved by the City Finance and Accounting Department. Administrative fees must be documented by the receipt of a Final Inspection or Certificate of Occupancy.

Final payment: The final payment approval requires acceptance of all work by the Owner, approved Final Certificate of Completion/ Certificate of Occupancy from the Building Official, submission of all manufactures' and other warranties to the owner, contractor's warranty covering the entire job for one year, waiver of liens from all subcontractors, from all parties who were not paid when the contractor received partial payments, an affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

Documentation of eligible expenditures and client eligibility includes but is not limited to the following:

- Completed SHIP Home Repair Program Household Application (To be included in the first request for reimbursement on a recipient's unit).
- Income Certification with verification of all income and assets (**To be submitted as soon as the certification is executed and before expending any SHIP funds for an applicant**).

- SHIP Commitment Letter.
 - Proof of Ownership of eligible property located within City of Lakeland.
 - Inspection report.
 - Copy of property appraisal or other evidence of current market value of the eligible property. (For the final request for reimbursement on a recipient's unit).
 - Executed Deferred Lien if required.
 - File Checklist **ATTACHMENT 10**: Annual Report Household Data Summary (For the final request for reimbursement on a recipient's unit).
- X. MAXIMUM AWARD: \$20,000 per household, including administrative fee.

Attachment 6

APPLICATION FOR HOUSING REHABILITATION ASSISTANCE

Please return completed form to:
**Neighborhood Services Division, Housing Section, 1104 Martin L. King, Jr. Ave., Lakeland FL
 33805**

APPLICANT INFORMATION:

OWNER'S NAME: _____

CO-OWNER'S NAME: _____

PROPERTY ADDRESS: _____ PHONE: _____

MAILING ADDRESS: _____ CELL: _____

CITY: Lakeland STATE: FL ZIP: _____

- How long have you owned your home? _____
- Do you live inside the city limits? Yes _____ No _____
- Is this your Primary Residence? Yes _____ No _____

HOUSEHOLD COMPOSITION: Please list persons who are or will be living with you in your home in the next 12 months. (List head of household first) Attach additional sheet, if needed.

Legal names of household members	Relationship to head of household	Date of Birth	Age	Disabled/ handicapped (Y) or (N)	Social Security Number
1)	Owner				
2)					
3)					
4)					
5)					
6)					

ANNUAL INCOME: Attach additional sheet if needed.

Household Members	Employment Income	SS/SSI/SSDI Benefits	Court Order Alimony, Child Support	Unemployment Workers Comp.	Pensions/ Retirement	Total Annual Income
	\$	\$	\$	\$	\$	\$

ASSETS: (List Cash Value for all assets)

Household Members	Checking Account	Savings Account	Stocks, CDs, IRAs, or 401K	Other Owned Property Value	Other (List)	Total Assets
	\$	\$	\$	\$	\$	\$

LIABILITIES: (List debts including mortgage loans, etc.)

TYPE	Name of Institution	Monthly Payment	Balance
1 st Mortgage			
2 nd Mortgage			
Other			
Other			

1. Do you have any outstanding unpaid judgments? Yes ___ No_
2. Have you had previous rehabilitation by the City of Lakeland? Yes _____ No _____
If yes, when was the work completed & what type of work was done? _____

List the housing concerns and if handicapped accessibility is needed:

IMPORTANT - APPLICANT READ BEFORE SIGNING

The information provided above is true and complete to the best of my/our knowledge and belief. I/We consent to the disclosure of such information for purposes of income verification related to my/our application for financial assistance. I/We understand that any willful misstatement of material fact will be grounds for disqualification. Applicant understands that the information provided is needed to determine assistance eligibility and in no way assures qualification for assistance. The applicant also agrees that if approved to receive assistance he/she is willing to sign an Affordable Housing Lien.

Owner Signature

Date

Co-Owner Signature

Date

PLEASE NOTE: APPLICATIONS WILL BE PROCESSED IN THE ORDER IN WHICH THEY ARE RECEIVED.

Application form – Rehab (4/2015)

ATTACHMENT 7

FLORIDA HOUSING FINANCE CORPORATION

227 North Bronough Street, Suite 5000 # Tallahassee, Florida 32301-1329
 (850) 488-4197 # Fax (850) 410-2510

RESIDENT INCOME CERTIFICATION - HOME OWNER

State Housing Initiatives Partnership (SHIP) Program

Effective Date: _____ Allocation Year: _____

A. Recipient Information (select one)

- a. _____ Current homeowner
 b. _____ Home buyer: _____ Existing Dwelling _____ Newly Constructed Dwelling

B. Subsidy Use (check all that apply)

<input type="checkbox"/> Down Payment Assistance	<input type="checkbox"/> Principal Buy Down
<input type="checkbox"/> Closing Costs	<input type="checkbox"/> Rehabilitation
<input type="checkbox"/> Interest Subsidy	<input type="checkbox"/> Emergency Repair
<input type="checkbox"/> Loan Guarantee	<input type="checkbox"/> Other

C. Household Information

Member	Names - All Household Members	Relationship	Age
1			
2			
3			
4			
5			
6			
7			

D. Assets: All household members including minors

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			
6			
7			
Total Cash Value of Assets		D(a) \$	
Total Income from Assets		D(b)	\$
If line D(a) is greater than \$5,000, multiply that amount by the rate specified by HUD (applicable rate 2.0 %) and enter results in D(c), otherwise leave blank.		D(c)	\$

E. Anticipated Annual Income: Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission, bonuses and overtime)	Benefits / Pensions	Public Assistance	Other Income	Asset Income
1					(Enter the greater of box D(b) or box D(c), above, in box E(e) below)
2					
3					
4					
5					
6					
7					
Totals	(a)	(b)	(c)	(d)	(e)
	\$	\$	\$	\$	\$

Enter total of items E(a) through E(e). This amount is the Annual Anticipated Household Income	\$
--	----

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

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

Signature of Head of Household Date

Signature of Spouse or Co-Head of Household Date

G. SHIP Administrator Statement: Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

_____ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ _____).

_____ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ _____).

_____ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ _____).

Based upon the _____ (year) income limits for _____ Metropolitan Statistical Area (MSA) or County, Florida.

Signature of the SHIP Administrator or His/Her Designated Representative:

_____ Date _____
(Signature)

Name _____ Title _____
(Print or type name)

H. Household Data (to be completed by Administrator or designee)

Number of Persons									
By Race / Ethnicity						By Age			
White	Black	Hispanic	Asian	American Indian	Other	0 - 25	26 - 40	41 - 61	62 +

Unit Information			Special Target / Special Needs (Check all that apply)				
Number of Residents	Tenant Rent	Number of Bedrooms	Farm worker	Developmentally Disabled	Homeless	Elderly	Other

NOTE: Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No occupant is required to give such information unless he or she desires to do so, and refusal to give such information will not affect any right he or she has as an occupant.

ATTACHMENT 8

Prepared By: (name)
Lakeland Habitat for Humanity
(address)
Lakeland, Florida

Parcel #

FIVE YEAR AFFORDABLE HOUSING LIEN

In furtherance of the Affordable Housing Program sponsored by the **City of Lakeland**, Polk County, Florida, the undersigned recipient(s) of funds is hereby granted, subject to the terms herein, the amount of _____ **\$0,000.00**, for the purpose of rehabilitating the following property located in the City of Lakeland, County of Polk, State of Florida:

(legal description)

The undersigned warrants that he/she is the sole owner(s) of the above described property and has full right and title to said property and the right to acknowledge and execute this lien.

The undersigned further agrees and understands that this obligation constitutes a lien against the property for a period of five (5) years from _____, and if the undersigned conveys, either voluntarily or by operation of law, the above described property within said five (5) year period, the City of Lakeland may enforce this lien to the following extent:

First Year	100% of principal amount	Fourth Year	40% of principal amount
Second Year	80% of principal amount	Fifth Year	20% of principal amount
Third Year	60% of principal amount		

This lien expires on the first day of the Sixth (6) year from _____.

It is further agreed that each maker and endorser, jointly and severally, shall and will pay in full the outstanding balance due City of Lakeland in the event of the following:

- 1) Death of recipient or recipients.
- 2) Sale or transfer of title to property.
- 3) Property is no longer maintained as maker's principal residence (such as renting or leasing of property with or without consideration.)
- 4) Property not maintained to a minimum housing standard.

As an alternative to payment in full of the outstanding balance, the City may consider an assumption of the Lien by an approved, qualified buyer.

THIS LIEN is binding upon the undersigned and any heirs, assigns or successors.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 201__.

LIENOR:

WITNESS

WITNESS

Prepared By: (name)
Lakeland Habitat for Humanity
(address)
Lakeland, Florida

Parcel #

STATE OF FLORIDA
COUNTY OF POLK

THE foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, a _____, who is personally known to me or who has produced _____, as identification and who did not take an oath.

NOTARY PUBLIC
State of Florida at Large (Seal)

(SEAL)

CITY OF LAKELAND, FLORIDA

BY: _____
R. HOWARD WIGGS, MAYOR

BY: _____
KELLY KOOS, CITY CLERK

BY: _____
TIMOTHY MCCAUSLAND, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF POLK

THE foregoing instrument was acknowledged before me this _____ day of _____, 2015, by R. HOWARD WIGGS as Mayor, TIMOTHY MCCAUSLAND as City Attorney and, and KELLY KOOS as City Clerk, who is/are personally known to me or who has produced _____, as identification and who did take an oath.

NOTARY PUBLIC

Prepared By: (name)
Lakeland Habitat for Humanity
(address)

Parcel #

TEN YEAR AFFORDABLE HOUSING LIEN

In furtherance of the Affordable Housing Program sponsored by the **City of Lakeland**, Polk County, Florida, the undersigned recipient(s) of funds is hereby granted, subject to the terms herein, the amount of _____ **\$0,000.00**, for the purpose of rehabilitating the following property located in the City of Lakeland, County of Polk, State of Florida:

(legal description)

The undersigned warrants that he/she is the sole owner(s) of the above described property and has full right and title to said property and the right to acknowledge and execute this lien.

The undersigned further agrees and understands that this obligation constitutes a lien against the property for a period of ten (10) years from _____, and if the undersigned conveys, either voluntarily or by operation of law, the above described property within said ten (10) year period, the City of Lakeland may enforce this lien to the following extent:

First Year	100% of principal amount	Sixth Year	50% of principal amount
Second Year	90% of principal amount	Seventh Year	40% of principal amount
Third Year	80% of principal amount	Eighth Year	30% of principal amount
Fourth Year	70% of principal amount	Ninth Year	20% of principal amount
Fifth Year	60% of principal amount	Tenth Year	10% of principal amount

This lien expires on the first day of the eleventh (11) year from _____.

It is further agreed that each maker and endorser, jointly and severally, shall and will pay in full the outstanding balance due City of Lakeland in the event of the following:

- 1) Death of recipient or recipients.
- 2) Sale or transfer of title to property.
- 3) Property is no longer maintained as maker's principal residence (such as renting or leasing of property with or without consideration.)
- 4) Property not maintained to a minimum housing standard.

As an alternative to payment in full of the outstanding balance, the City may consider an assumption of the Lien by an approved, qualified buyer.

THIS LIEN is binding upon the undersigned and any heirs, assigns or successors.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this _____ day of _____, 201_____.

Prepared By: (name)
Lakeland Habitat for Humanity
(address)

Parcel #

LIENORS:

WITNESS

WITNESS

STATE OF FLORIDA
COUNTY OF POLK

THE foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, (marital status) _____, who is/are personally known to me or who produced _____ as identification and who did not take an oath.

NOTARY PUBLIC

CITY OF LAKELAND, FLORIDA

BY: _____
R. HOWARD WIGGS, MAYOR

BY: _____
KELLY KOOS, CITY CLERK

BY: _____
TIMOTHY MCCAUSLAND, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF POLK

THE foregoing instrument was acknowledged before me this _____ day of _____, 2015, by R. HOWARD WIGGS as Mayor, TIMOTHY MCCAUSLAND as City Attorney and, and KELLY KOOS as City Clerk, who are personally known to me or who have produced _____, as identification and who did take an oath.

NOTARY PUBLIC

ATTACHMENT 9: Annual Report Household Data Summary

_____	Name of Client
_____	Street address
_____	City name _____ Zip Code
Yes _____ No _____	Unincorporated area
_____	____Age of head of household
_____	Number of persons in household
_____	Race _____ Special Needs
_____	Type of assistance (rehab, down payment assistance, etc.)
_____	Applicant name or project identifier

_____	Total gross household income ____VERY LOW INCOME OR ____LOW income
_____	Total amount of funds expended (sum of draws)
_____	Expenditure date (date funds are <u>fully</u> expended and unit is occupied.)
_____	SHIP loan amount
_____	Amount of other public funds in unit/project
_____	Amount of private funds in unit/project
_____	Owner contribution
_____	Sales price or value

ATTACHMENT 10

Required Documents for SHIP Emergency Home Repair Program File:

Eligibility Documents

- 1. SHIP Program Application: Attachment 6 _____
- 2. Income verification documents _____
- 3. Asset verification documents _____
- 4. SHIP Program Income Certification: Attachment 7 _____
- 5. Commitment Letter to client for SHIP funds _____
- 6. Signed lien _____
- 7. All relevant correspondence _____

Construction-Related Documents

- 8. Proof of ownership _____
- 9. Property Value Determination _____
- 10. Work Write-Up & Cost Estimate _____
- 11. Contractor bids _____
- 12. Construction contract _____
- 13. Contractor Payment Requests _____
- 14. Inspection Reports _____
- 15. Release of liens _____
- 16. Contractor warranties/notice _____
- 17. Final Inspection _____
- 18. Documentation of Interim/ Final Payments _____

ATTACHMENT 11

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The insurance requirements are determined by the Risk Management Department.