

**STATE HOUSING INITIATIVES PARTNERSHIP
(SHIP) PROGRAM ADMINISTRATION
FOR OKALOOSA COUNTY, FLORIDA**



RFQ #: GM 41-13

PROPOSAL CLOSES: AUGUST 9, 2013 @ 4:00 P.M.

**THE INTENT OF THIS RFQ IS TO OBTAIN
AN ADMINISTRATOR FOR THE SHIP PROGRAM
FOR OKALOOSA COUNTY**

**REQUEST FOR QUALIFICATIONS
FOR SHIP PROGRAM ADMINISTRATION
FOR THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

The Okaloosa County Board of County Commissioners, under the provisions of Section 287.055, Florida Statutes and Board policy, requests qualifications from professional individuals and firms to provide administration of the State Housing Initiatives Partnership (SHIP) Program for the Okaloosa County, Board of County Commissioners.

Individuals or firms desiring consideration should provide an original and five (5) copies of their statement of qualifications. Guidelines detailing form and content requirements for the statement of qualifications is available by downloading them from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities); this links you to the Florida Panhandle Group website where our bid specifications will not be posted).

Statements of qualifications must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m., August 9, 2013 (local time)** in order to be considered.

All statements of qualifications must be in sealed envelopes reflecting on the outside thereof **"Statement of Qualifications for providing State Housing Initiatives Partnership program services for the Okaloosa County Board of County Commissioners."**

All statements of qualifications should be addressed as follows:

Okaloosa County Purchasing Department
Attn: Richard L. Brannon
602-C North Pearl St.
Crestview FL 32536

//SIGNED//
Richard L. Brannon
Purchasing Director

7/15/13
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Don R. Amunds
Chairman

OKALOOSA COUNTY SHIP PROGRAM

The Okaloosa County Board of County Commissioners (hereinafter referred to as "County") is requesting sealed statement of qualifications from qualified consulting firms or individuals for the provision of State Housing Initiatives Partnership (SHIP) program administration. The consultant shall work closely with the County's Growth Management Director, Mr. Elliot Kampert, in the development and implementation of the SHIP program.

OVERVIEW

The County is a political subdivision of the State of Florida and is located in Northwest Florida. Okaloosa County has a population of more than 189,000 and has nine municipalities. Okaloosa County works under a County Administrator and five County Commissioners.

Through the Sadowski Act of 1992, the State of Florida makes funds available to qualified counties and cities for the purpose of providing and maintaining affordable housing. Okaloosa County and the City of Ft. Walton Beach are recipients of SHIP funds which must be spent in accordance with Chapter 420 of the Florida Statutes (FS) and Chapter 67-37 of the Florida Administrative Code (FAC). As provided in Section 420.9072(5) (a), FS, Okaloosa County and the City of Ft. Walton Beach have entered into an agreement to jointly utilize their SHIP allocations, and to utilize a third party administrator for SHIP program administration as provided in Section 420.9072 (2)(b)3.

This Request for Qualifications is issued pursuant to Section 420.9072(2)(b)3, and is intended to enable the County, and through the interlocal agreement the City of Ft. Walton Beach, to retain the services of a qualified individual or firm to administer the SHIP program as subrecipient for the City and County. All duties performed pursuant to this request shall be performed in strict adherence to the provisions of Chapter 420, FS, and Chapter 67-37, FAC. Specific duties to be undertaken pursuant to this request shall include:

1. Implementing the Okaloosa County/City of Ft. Walton Beach Local Housing Assistance Plan (see Exhibit 1, attached).
2. Updating and maintaining on behalf of Okaloosa County and the City of Ft. Walton Beach, the Okaloosa County/City of Ft. Walton Beach Local Housing Assistance Plan as required by law.
3. Timely filing of any and all reports, audits, or certifications required by law,, the Florida Housing Finance Corporation, Okaloosa County, or the City of Ft. Walton Beach.

GUIDELINES – The purpose of this Request for Qualifications is to provide interested individuals and firms with guidelines and information to enhance their submission of proposals to undertake SHIP program administration for Okaloosa County and the City of Ft. Walton Beach.

Services of the consultant shall be under the general direction of the Growth Management Director or his appointed representative, who shall act as the County representative during the performance of the scope of services.

There negotiations will conform to Florida Statutes and County policy. The County's standard form of consulting agreement will be utilized.

The term of the contract will be indefinite. Task Orders will be issued for SHIP program administrative pursuant to the contract upon notice from the Florida Housing Finance Corporation that SHIP funds have been allocated.

The Board of County Commissioners reserves the right to accept or reject any or all statements of qualifications or to waive any informality existing in any proposal, or to accept the proposals which best serves the interest and intent of this project and is from the most responsive and responsible firms.

An original and five (5) copies of the statement of qualifications will be required with all copies having been signed by a company official with the power to bind the company in its proposal. All must be completely responsive to the Request for Qualification guidelines for consideration.

The content of the state of qualifications of the successful individual or firm (herein after referred to as "consultant") will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in his/her/its statement. The selected consultant will be the sole point of contact concerning contractual matters including payments of any changes resulting from the contract.

Payment schedule and basis for payment will be negotiated.

Availability of Funds – The obligations of the County under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida.

Public Entity Crime Information - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

The engagement of certain professional services, including those required by this Request for Qualifications is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.

Statements of Qualifications **MUST** be submitted in the format described below:

1. Letter of interest including information on location of the firm's office that will be the lead office for this contract.
2. **Business Credentials** – Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm.
3. **Registration** – State the licensing/registration qualifications of the consultant's personnel and business office. Provide copies of same.

4. **SHIP Experience** – All statements of qualifications submitted pursuant to this request must demonstrate that the consultant submitting the statement has a minimum of ten (10) years experience with SHIP program administration, and **must** include the last ten (10) SHIP annual financial audits and last 3 SHIP file audits performs of the consultant's SHIP program.
5. **Other Relevant Affordable Housing Experience** – Consultants submitting statements must demonstrate that they have successfully south, acquired, and utilized a minimum of three (3) affordable housing programs/revenue sources other than SHIP (e.g., Neighborhood Stabilization, Federal Home Loan, Community Development Block Grant, etc). Statement must demonstrate how consultant used such programs synergistically in its provision of affordable housing program administration.
6. **Understanding of Okaloosa County/City of Ft. Walton Beach Affordable Housing Needs** – All statements must include a discussion of the consultant's understanding of Okaloosa County's affordable housing needs, and must identify how the SHIP program and other programs/funding sources with which the consultant has worked may be utilized to address these needs.
7. **Project Management Organization** – The consultant must identify key personnel to be assigned to this work and provide a resume of their qualifications, education and experience.
8. **References** – List five (5) referenced representatives of related past experience to include, as a minimum, a contact person, company name, phone number, and a brief description of the work for which the reference is provided.
9. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the statement of qualifications, but not be otherwise requested in the Request for Qualifications.
10. **Conflict of Interest Disclosure Form** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa County Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the bid package.

11. **DRUG FREE WORKPLACE CERTIFICATION** – Preference shall be given to businesses with drug free workplace programs. Whenever two or more statements that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a statement received from a

business that certifies that it has implemented a drug-free workplace program that be given preference in the award process.

12. **INDEMNIFICATION & HOLD HARMLESS** – Each bidder must submit with his bid an executed sworn certification that he will comply with the Hold Harmless clause in accordance with the provisions of Florida Statutes, Section 725.06.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, recklessness, or international wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

Note: For Bidder's convenience, this Certification Form is enclosed and made a part of the bid package.

13. **NO CONTACT CLAUSE** – The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

Proposal Opening shall be public on the date and time specified on the proposal form. It is the firm's responsibility to assure that their statement is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are not acceptable.

Note: Crestview is "not a next day guaranteed delivery location" by delivery services.

The Board of County Commissioners of Okaloosa County in its absolute discretion may reject any statement of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely and acceptable fashion, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

Evaluation/Selection of Proposals – The statements of qualifications will be reviewed by a Review & Selection Committee (to be appointed at a later date). The Committee will select those firms deemed to be most responsive and hear presentations by those firms, if necessary.

The Selection Review Committee will evaluate all statements received and:

1. Prepare a listing of those proposers determined to be interested and available. Evaluate the statements of qualifications meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-in-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:

- a. Understanding of the SHIP program with particular emphasis on how SHIP other programs can be used to address Okaloosa County's affordable housing needs.
 - b. Demonstrated experience of consultant team on SHIP and similar affordable housing programs/revenue sources.
 - c. Demonstrated ability to administer affordable housing programs with program-specific rules and requirements.
 - d. Demonstrated experience of project manager on projects of similar scope.
 - e. Knowledge of State and Federal affordable housing programs, regulations, and revenue sources.
2. Review of all statements received will proceed as follows:
 - a. The Selection Committee will review all written documents submitted.
 - b. The committee's ranking of prospective firms shall be based on the firm's capabilities, adequacy of personnel, past record including requested audits, recent experience, and current workload.
 - c. The committee may request and presentations from the consultants when establishing the recommended priority or short list.
 3. Presentation of the tentative agreements by the Selection Committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions and costs associated with the contracts.
 4. Upon approval of the agreement by the Board, execution of a formal written agreement prior to commencement of the work associated with the contract.
 5. Direct contact one-on-one with the Committee members, County Commissioners or County Administrator is not recommended. Selection will be on the basis of professional qualifications and experience.
 - a. The Selection Review Committee will evaluate and rank all statements of qualifications meeting the minimum submission requirements.

Proposal Opening – Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Offers by telegram, facsimile or telephone are **NOT** acceptable. **Note: Crestview is "not a next day guaranteed delivery location" by delivery services.**

RIGHT TO WAIVE & REJECT:

- A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the

Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

- B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgement will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

DISQUALIFICATION OF PROPOSERS:

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgement of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.

DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

EFFECTIVE DATE – The effective date of this contract would be effective upon signing a contract agreement by both parties.

PAYMENT – The contractor shall be paid upon submission of invoices, through the requesting department, to the Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview, FL 32536. The prices stipulated herein for articles delivered and accepted. All invoices must show the County contract number.

INFORMATION – Any questions should be directed to Richard Brannon, Okaloosa County Purchasing Department; 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of proposals. **Proposers must understand that they are not allowed to contact the Review Committee Members for information.**

INSURANCE REQUIREMENTS

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

1. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability

- 3.) Independent Contractor's Liability
 - 4.) Completed Operations and Products Liability
5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

		<u>LIMIT</u>
A.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$1,000,000 each accident
B.	Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C.	Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification & Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the

address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR's** full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

Umbrella Insurance

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

NOTICE OF AWARD

TO:

PROJECT
DESCRIPTION:

The **OWNER** has considered the **BID** submitted by you for the above-described **WORK** in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your **BID** has been accepted for items in the amounts of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required **CONTRACTOR'S** Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER'S** acceptance of your **BID** as abandoned and as a forfeiture of your **BID Bond**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call Jack Allen at 850-689-5960.

Dated this ____ day of _____, 2013.

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ TITLE Purchasing Director
Richard L Brannon

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: _____

This the _____ day of _____, 2013.

BY: _____

Title: _____

NOTICE TO PROCEED

DATE: _____

TO:

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2013, on or before _____, and you are to complete the WORK within _____. The date of completion of all WORK is therefore _____.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER**: Okaloosa County Purchasing, 602-C North Pearl St, Crestview, FL 32536.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER

BY: _____
Richard L. Brannon

TITLE: Purchasing Director

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Company Name

This the _____ day of _____, 2013

Signature

By: _____
Type or Print Name

Title: _____

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES _____

NO _____

Bidder's Company Name

Authorized Signature – Manual

E-Mail

Authorized Signature – Typed

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____ 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **related to providing the SHIP Program Administrative Services as per the attached fee schedule** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

REPRESENTATIVES: The authorized representative of the County shall be:

Elliot L. Kampert, Growth Management Department
1804 Lewis Turner Blvd.
Ft. Walton Beach FL 32547
850-651-7524
E-Mail: ekampert@co.okaloosa.fl.us

The authorized representative for _____ shall be:

E-Mail: _____

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen
Contracts & Leases
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536

850-689-5960 / 850-689-5998 (FAX)
E-Mail: jallen@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

CONTRACTOR

BY _____

TITLE

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this ____ day of _____, 2013 and is effective on the ____ day of _____, 2013.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

BY _____

Gary Stanford
Deputy Clerk of Court

Don R. Amunds, Chairman

NAME OF LOCAL GOVERNMENT:

Okaloosa County and City of Fort Walton Beach

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

FISCAL YEARS COVERED

2013/2014

2014/2015

2015/2016

Prepared by: Okaloosa Community Development Corporation

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

I. PROGRAM DESCRIPTION Chapter 67-37.005 F.A.C. and Section 420.9072, F.S.

A. Name of the participating local government and Inter-local if Applicable: *Section 420.9072(5), F.S.*

Okaloosa County/City of Fort Walton Beach

Inter local : Yes X No _____ Pending _____

Name of participating local government(s) in the Inter-local Agreement;

Okaloosa County/City of Fort Walton Beach

A copy of the Inter-local Agreement will follow.

B. Purpose of the program: Section 420.9072, F.S. & Chapter 67-37.005(3), F.A.C. Creation of the Plan is for the purpose of meeting the housing needs of the very low, low and moderate-income households, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: *Chapter 67-37.002, F.A.C.*

X 2013/2014
 X 2014/2015
 X 2015/2016

D. Governance: *Chapter 67-37.005(3) and (5)(i) F.A.C. and Section 420.9071(14) F.S.* The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37.007 Florida Administrative Code. The SHIP Program does further the housing element of the local government Comprehensive Plan.

E. Local Housing Partnership *Section 420.9072(1)(a), F.S.* SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

F. Leveraging: *Chapter 67-37.007(1)(b)(c), F.A.C. and Section 420.9075(1)(a) and (1)(b3, and (1)(c), F.S.* The Plans are intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: *Chapter 67-37.005(3), F.A.C.* Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

- H. Advertising and Outreach Chapter 67-37.005(6) (a), F.A.C.**
The county or eligible municipality or its administrative representative shall advertise the notice of funding availability in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.
- I. Discrimination: Section 420.9075(3)(c), F.S.**
In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.
- J. Support Services and Counseling: Chapter 67-37.005(5)(g), F.A.C.**
Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling and Transportation
- K. Purchase Price Limits: Section 420.9075(4)(c), F.S. and Chapter 67-37.007(6) F.A.C.**
Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located (Okaloosa County 2011 90% Average purchase price \$284,810.40). Such an average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used by Okaloosa County is:
 Bond Study Numbers provided by Florida Housing Finance Corporation
 Independent Study (copy attached)
 U.S. Treasury Department
 Local HFA Numbers

The purchase price limits shall run concurrently with those set annually by the State:

Okaloosa County \$ 284,810.40

- L. Income Limits, Rent Limits and Affordability:**
Chapter 67-37.005(5)(e), F.A.C. and Section 420.9071(2), F.S.
The Income and Rent Limits used in the SHIP Program are updated from the Housing Finance Corporation. Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S. However it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

M. Welfare Transition Program: Chapter 67-37.005(6)(b)(7)F.A.C.
Should an eligible sponsor be used, the city/county has developed a qualification system and selection criteria for applications for Awards to eligible sponsors, which includes a description that demonstrates how eligible sponsors that employed personnel from the Welfare Transition Program and Workforce Development Initiatives programs will be given preference in the selection process.

N. Monitoring and First Right of Refusal: Section 420.9075(3)(e) and (4) (f), F.S.
In the case of rental housing, the staff or entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored for at least annually for 15 years or the term of assistance whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

O. Administrative Budget: Chapter 67-37.005(6)(f)3, F.A.C..
There is currently no administrative budget due to no funding.

The Okaloosa County/City of Fort Walton Beach finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan. The cost of administering the plan may not exceed 5 percent of the local housing distribution moneys and program income deposited into the trust fund. A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

P. Program Administration:
Okaloosa County BCC will provide the Request for Proposal based on SHIP program guidelines, and select the most qualified organization to provide services, according to Okaloosa County Procurement requirements.

Q. Essential Service Personnel: Section 420.9075 (3) (a0)

Essential Personnel shall be defined as employees or persons whose profession or occupation is considered essential to the community, such as, but not exclusive to persons employed in the education system, city or

county government, medical and health services and public safety. In accordance with Rule Chapter 67-37.002(8), F.A.C. and Chapter 67-37.005(8) F.A.C. Chapter 67-37.005(5), F.A.C.

R. Green / Innovative Design: Section 420.90755 (3)(d) F.S.:

The Housing Rehabilitation and Substantial Rehabilitation strategy provides that energy conservation will be incorporated into all substantial rehabilitation projects. This includes, but is not limited to energy conserving windows and doors, higher efficiency HVAC units, increased wall and ceiling insulation, programmable thermostats, low-flow plumbing fixtures, as appropriate and Energy Star rated appliances where applicable and with homeowners' acceptance, metal roofing is installed. Metal roofing contributes to increased energy efficiency, longer life and is less susceptible to hurricane wind damage.

II. LHAP HOUSING STRATEGIES:

A. Name of the Strategy: Purchase Assistance with or without Rehabilitation

1. Summary of the Strategy:

SHIP funds will be made available to support down payment, closing costs, gap financing, and substantial rehabilitation of existing or newly constructed affordable housing units on a one-time basis to income eligible homebuyers. However, each homebuyer shall only receive the minimum level of assistance required to enable the purchase, based on the Lender's Underwriting staff, and necessary repair of an existing or newly constructed home.

2. Fiscal Years Covered:

2013/2014; 2014/2015; 2015/2016

3. Income Categories to be served:

Those individuals or households who are at or below 80% of the median income. Beneficiaries must complete a Home Buyer Counseling class provided by Consumer Credit Counseling Services, Inc. or other HUD certified Credit Counseling service prior to receiving funds. Eligible Moderate Income applicants will be considered only if there are no eligible buyers in the Very Low Income and Low Income categories.

4. Maximum award: \$30,000

5. Terms, Recapture and Default:

The SHIP note has no monthly payments, is at zero percent (0%) interest, and is due and payable upon sale, transfer or rental of subject property.

Requests for subordination in the event of homeowner refinancing will be reviewed and granted only when the refinancing will result in a decrease of their mortgage payment. There is the stipulation of no more than \$100.00 cash in hand to the homeowner.

6. Recipient Selection Criteria:

Assistance will be provided on a first-come, first qualified, first served basis for an applicant who receives a first mortgage commitment from a lender. Section 420.9075(3)(c) Florida Statute, state that it is unlawful to

discriminate on the basis of race, creed, color, religion, age, sex, marital or familial status, national origin, or handicap in the selection of recipients of contracts or assistance under the SHIP Program.

B. Name of the Strategy: Rehabilitation

1. Summary of the Strategy:

The intent of this strategy is to complete substantial rehabilitation of substandard, homeowner occupied housing. The maximum per unit cost for rehabilitation cannot exceed \$50,000, and is fully forgivable.

Green strategy: The Housing Rehabilitation and Substantial Rehabilitation strategy provides that energy conservation and other green features will be incorporated into all substantial rehabilitation projects. This includes, but is not limited to energy conserving windows and doors, higher efficiency HVAC units, increased wall and ceiling insulation, programmable thermostats, low-flow plumbing fixtures, as appropriate and Energy Star rated appliances where applicable and with homeowners' acceptance, metal roofing. Metal roofing contributes to increased energy efficiency, longer life and is less susceptible to hurricane wind damage.

Fiscal Years Covered:

2013/2014; 2014/2015; 2015/2016

2. Income Categories to be served:

The targeted populations are those individuals or households who are at or below 80% of the median income.

3. Maximum award: \$50,000

4. Terms, Recapture and Default:

The Ship note has no monthly payments, at 0% interest and is secured by a recorded mortgage and promissory note that is forgiven at the end of 5 (five) years. The loan is due and payable upon sale, transfer or rental of subject property prior to forgiveness date. In the event of the death of a loan holder, if an income eligible heir makes the house their primary residence, the forgivable loan can be assumed by them.

\$ 1.00 - \$50,000 = 5 Years @ 1/5 PER YEAR

Requests for subordination in the event of homeowner refinancing will be reviewed and granted only when the refinancing will result in a decrease of their mortgage payment. There is the stipulation of no cash in hand to the homeowner.

6. Recipient Selection Criteria:

Assistance will be provided on a first-come, first qualified, first-serve basis following annual advertisement when required of the availability of SHIP resources for eligible homeowners who are at no more than 80% of median income level for Okaloosa County. Section 420.9075(3)(c) Florida Statute, state that it is unlawful to discriminate on the basis of race, creed, color, religion, age, sex, marital or familial status, national origin, or handicap in the selection of recipients of contracts or assistance under the SHIP Program.

C. Name of the Strategy: Reconstruction or New Construction for Eligible Homeowners

1. Summary of the Strategy:

SHIP funds will be made available for the demolition of mobile homes and homes, which are determined to be deteriorated beyond repair for the reconstruction of homes on the property of the eligible homeowner. Reconstructed homes will include Energy Starr rated appliances, compact florescent light bulbs, energy efficiency rated HVAC units, and added insulation. Selected units will be determined based on feasibility analysis. The maximum allowable SHIP cost is up to \$150,000. If applicant is eligible for a first mortgage on the reconstruction project, the Okaloosa CDC will pay the difference between the amount of the first mortgage and the cost of the new reconstruction.

2. Fiscal Years Covered:

2013/2014; 2014/2015; 2015/2016

3. Income Categories to be served:

Those individuals or households who are within 80% of the median income or less.

4. Maximum award is noted on the Housing Delivery Goals Charts: \$150,000

5. Terms, Recapture and Default:

The SHIP note has no monthly payments, is at zero percent (0%) interest, and is due and payable upon sale, transfer or rental of subject property. The note has a term of 20 years upon which time the loan is fully forgiven. Listed below are the loan amounts with the years of commitment:

Loans will be forgiven in percentages at the following rates:

20 Year loan.....5% forgiven per year on the loan anniversary date.

There is a term of 20 years, unless the property is sold, transferred or rented, in which case the balance of the loan becomes due and payable in full, with the following exceptions:

a..In the event of the death of a loan holder, if an income eligible heir makes the house their primary residence, the forgivable loan can be assumed by them.

b.If HOME monies are leveraged with SHIP monies for reconstruction or new construction HOME & SHIP rules (whichever is more restrictive) will apply to eligible recipients and property.

6. Recipient Selection Criteria:

Assistance will be on a first-come, first qualified, first-served, basis for

those whose income is 80% or less of the median income. Section 420.9075(3)(c) Florida Statue, states that it is unlawful to discriminate on the basis of race, creed, color, religion, age, sex, marital or familial status, national origin, or handicap in the selection of recipients of contracts or assistance under the SHIP Program.

D. Name of the Strategy: Disaster Assistance

1. Summary of the Strategy:

SHIP funds may be used in all areas of Okaloosa County and the City of Fort Walton Beach to provide emergency repairs and rental assistance funds to homes owned by SHIP very low and low income families in the aftermath of a Federal or state declared disaster by Executive Order to address emergency housing repair needs. Generally, such needs shall include, but not be limited to: purchase of emergency supplies for eligible homeowners to weatherproof damaged homes; interim repairs to avoid further damage to the homes of eligible families; tree and debris removal required to make individual housing units habitable by an eligible family; and post-disaster assistance for uninsured repairs to homes owned by low and very low income families. Additionally, in those cases where eligible families cannot live in their damaged homes, deposits and 1st and last month's rents will be provided not to exceed \$3,500 per unit . This optional strategy will be implemented only in the event of a "declared disaster" that directly impacts the area. The maximum amount of SHIP funds to be utilized through this strategy is \$50,000 in repairs per unit and \$3,500 per family for rental assistance.

2. Fiscal Years Covered:

2013/2014; 2014/2015; 2015/2016

3. Income Categories to be served:

Those individuals or households at or below 80% of the median income or less. The maximum SHIP cost per unit is \$50,000. Section 420.9075(3)(c) Florida Statue, state that it is unlawful to discriminate on the basis of race, creed, color, religion, age, sex, marital or familial status, national origin, or handicap in the selection of recipients of contracts or assistance under the SHIP Program. This is a one-time assistance program.

4. Maximum award is noted on the Housing Delivery Goals Charts:

\$50,000 per unit for rehabilitation
\$ 3,500 per unit for rental assistance; if required

5. Terms, Recapture and Default:

The SHIP note has no monthly payments, is at zero percent (0%) interest, and is due and payable upon sale, transfer or rental of subject property. The mortgage and note have a maximum term of 5 years upon which time the loan is fully forgiven. Listed below are the loan amounts with the years

of commitment:

\$1.00 - \$50,000 = 5 years for unit repair

Loans will be forgiven in percentages at the following rates:

5 year loan-20% forgiven per year on the loan anniversary date.

There is a term of 5 years, unless the property is sold, transferred or rented, in which case the loan becomes due and payable in full, with the following exception:

- (1) An income eligible heir makes the house their primary residence, in which case the loan can be assumed by them.

If HOME monies are leveraged with SHIP monies for reconstruction or new construction HOME & SHIP rules will apply to eligible recipients and property.

Rental Assistance funds, not to exceed \$3,500 will be granted to income eligible recipients.

6. Recipient Selection Criteria:

Assistance will be provided on a first come, first qualified, first served basis following the declaration of a disaster. The strategy will be advertised upon declaration of the area as a "declared disaster" area. In the event the strategy is not implemented during a given SHIP Program year, any funding reserved for the Strategy will be reallocated to one or more of the approved SHIP strategies by SHIP budget transfer notification to the Housing Finance Agency.

E. Name of the Strategy: Infill- Housing / Land and/or House Acquisition/Rehabilitation/Resale

1. Summary of the Strategy:

The intent of this strategy is threefold:

- a.) To allow the Okaloosa CDC the capability to purchase the property, rehabilitate and resell it using HD definition of "Affordability" within 12 months of purchase to low and very low income eligible customers.
- b.) To purchase property in target neighborhoods needing revitalization and to provide infill housing via new construction within 24 months of purchase.
- c.) To allow the Okaloosa Community Development Corp to purchase land to develop home sites within 36 months of purchase. This is not a land banking strategy, but instead a new construction strategy that complies with the SHIP expenditure deadline.

2. Fiscal Years Covered:

2013/2014; 2014/2015; 2015/2016

3. Income Categories to be served:

The targeted populations are those individuals or households who are at 80% of the median income or less.

F. Name of the Strategy: Foreclosure Prevention/Intervention Strategy

1. Summary of the Strategy:

This strategy will be used in all areas of Okaloosa County and the City of Fort Walton Beach to provide foreclosure prevention/intervention assistance prior to the start of the foreclosure process to allow eligible low and very low income homeowners to become current on their mortgage payments. Eligible expenses will include delinquent mortgage payments, attorney's fees, recording fees, and late fees. The maximum grant amount is \$5,000.
2. Fiscal Years Covered:

2013/2014; 2014/2015; 2015/2016
3. Income Categories to be Served:

Those individuals or households who are at or below 80 % of median income. Assistance will be provided on a first-come, first qualified, first-served basis.
4. Maximum Award: \$5,000
5. Terms, Recapture and Default:

Assistance will be available in the form of a grant with no repayment Required.
6. Recipient Selection Criteria:

Homeowners must be delinquent at least 30 days with either a letter from the mortgagor-notifying applicant of delinquency and/or intent to foreclose. In addition, the default must have been caused by circumstances beyond the control of the applicant, such as - death of spouse, unforeseen medical expenses, divorce, or unemployment- and there must be a reasonable prospect that the applicant will be able to resume full mortgage payments to the primary lender, based on an income certification to determine Affordability. This program may only be used once by an eligible homeowner.

G. LHAP RENTAL STRATEGIES

Name of the Strategy: Rehabilitation/New Construction

1. Summary of the Strategy:

The intent of this strategy is to leverage state funds with private investors and other non-profits in the rehabilitation of existing substandard low-income rental housing, both single family homes and multi-family apartments or town homes, and to assist in the funding, rehabilitation or new construction of rental units within the County and City to further the efforts of low income rental development.
2. Fiscal Years Covered:

2013/2014; 2014/2015; 2015/2016
3. Income Categories to be served:

Families occupying rental units rehabilitated or developed through this activity must have incomes below 80% of the median income or in the case of a development receiving tax credits; they must adhere to state required percentages.
4. Sponsor Selection Criteria:

Selection criteria shall include the following, as applicable:

SELECTION CRITERIA**MAXIMUM POINTS**

- 1) Provide the organization's mission statement or bylaws which must document the organization's intent to provide affordable rental housing 10 pts.
- 2) Amount of community related activity the organization has in Okaloosa County. 5 pts.
- 3) Experience in the development of affordable rental housing as well as any previous experience with the FHFC rental development. 20 pts.
- 4) The financial stability of the organization / corporation. 15pts.
- 5) Ability to complete projects in a timely manner with target dates for Project commitment and completion if selected. 10 pts.
- 6) Demonstrate site control. 15pts.
- 7) Demonstrate that other necessary funds and financing are committed with a ratio of private funds to public funds included. 15pts.
- 8) Document the SHIP cost per unit as well as the total aggregate cost per unit from all funding sources. 20pts.
- 9) Document that the infrastructure is in place or is available and project conforms to County and/or City development goals. 10pts
- 10) Document support services provided. 20pts.
- 11) Document the affordability of the proposed units to be constructed or rehabilitated (please include rental rates). 20pts.
- 12) Is the sponsor designated as a private for profit entity or a non-profit Organization. 10 pts.
- 13) Is the project located in an area targeted by the OCDC, City of Fort Walton Beach, or Okaloosa County, or is it located in a Community Redevelopment Area or Enterprise Zone? 10pts.
- 14) Demonstrate that you will employ personnel from the Welfare Transition Program and Workforce Development Initiatives Programs. 10pts.
- 15) Form of SHIP Assistance requested, i.e., deferred payment loan or low interest loan. 10pts.

5. Terms, Recapture and Default:

The SHIP note will be at 0% for non-profit firms and a low interest loan not to exceed 3%, will be used for for-profit firms, with no monthly payments, and is due and payable upon sale, transfer or rental of subject property. Both cases will be secured by mortgage and note, with a minimum term of 15 years.

Limits:

New Construction:	\$50,000/Unit
Existing	\$40,000/Unit

SHIP Leveraging Resources:

- Private Mortgage Lenders
- Florida Housing Finance Corporation (FHFC)

6. Recipient Selection Criteria

All applicants that meet the selection criteria will be served on a first come-first qualified- first served bases and must be approved by vote of the Board of Directors of the Okaloosa Community Development Corporation.

NOTE: All applicants must be registered and have ability to obtain permits in Okaloosa County, and have current license to operate its business within Okaloosa County. SHIP applicants must agree to comply with all SHIP program guidelines by contract, certify that it will not discriminate on the basis of race, creed, color, marital status, religion, age, sex, familial status, national origin, or handicap, and certify that all SHIP assisted individuals or households qualify as very low or low income under the current Florida Housing Finance Corporation income limits. Rental housing constructed or rehabilitated using SHIP funds must provide the minimum set aside of units for eligible persons for at least (15) years or the term of assistance, whichever is longer. Throughout the terms of assistance, the Okaloosa Community Development Corporation will be monitoring the Rental Housing to ensure guidelines are being met. The staff or entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. Rental housing offered for sale prior to the end of this period must be subject to a first right of refusal for purchase at the current market value by eligible non-profit organizations who would provide continued occupancy by eligible persons.

H. SPECIAL NEEDS HOUSING STRATEGY

1. Summary of the Strategy:

This strategy will be used in all areas of Okaloosa County and the City of Fort Walton Beach to qualified not-for-profit organizations applying for funds to acquire, develop and/or rehabilitate affordable housing for very – low to low income special needs populations. Persons who have special housing needs are defined in Chapter 67-37.002 (21), F.A.C. Such persons included: those who have encountered resistance to their residing in particular communities; suffered increased housing costs resulting from their unique needs and high risk of institutionalization; persons with developmental disabilities; persons with mental illness or chemical dependency; persons with Acquired Immune Deficiency Syndrome ("AIDS") and Human Immunodeficiency Virus ("HIV") disease; runaways and

abandoned youth; public assistance recipients; migrant and seasonal farm workers; refugees and entrants; the elderly; and disabled adults. The not-for-profit/for profit organizations selected for award of funding will utilize a first come, first served tenant selection process,

2. Fiscal Years Covered:

2013/2014; 2014/2015; 2015/2016

3. Income and eligibility requirements:

Eligible persons include those whose income do not exceed 80% of median income

Eligible activities include acquisition, reconstruction, moderate or substantial rehabilitation, site improvements, conversion, and/or new construction of units.

None of the funds may be used for administrative support, staff, administrative materials, and or any other cost associated with administration.

Allowable SHIP expenses under this strategy are: construction materials and labor, permits, payment of impact and capacity fees, lender fees, and infrastructure expenses typically paid by the developer, appraisals, soft costs such as engineering fees, architectural and related fees, environmental studies, financing costs, and legal fees.

4. Applicant Criteria

The applicant must have experienced staff that have successfully completed similar projects, or experienced consultants.

Applicant will conjoin housing with appropriate services, enabling special needs individuals to achieve independent living appropriate to their level of ability.

Rental housing offered for sale prior to the end of this period will be required to offer a right of first refusal for purchase at the current market value by eligible non-profit organizations that would provide continued occupancy by eligible persons.

5. Terms, Recapture and Default:

The SHIP note will be 0% for non-profit organizations only whose application fit criteria for Special Needs and is to be approved by the Board of Directors'. No payments will be required. Based on the Board of Directors approval the loan will be secured by mortgage and note, with a term of 15 years. If at anytime the originally intended use of the special needs housing changes, the funds utilized from SHIP must be repaid in full.

Limits:

New Construction	\$50,000/Unit
Existing	\$40,000/Unit

IV. LHAP INCENTIVE STRATEGIES
Section 420.9071(16), F.S.

- a. **Incentive:** The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects

is expedited to a greater degree than other projects. (Section 420.9071(16), *Florida Statutes*)

Okaloosa County:

As provided in Policy 1.4.4 of the Housing Element of the Okaloosa County Comprehensive Plan, the County provides a fast-track review process for development order and building permit applications for projects that provide affordable housing.

City of Fort Walton Beach:

It is the policy of the City's Development Services Division to expedite affordable housing projects to the greatest extent possible, while meeting all local, state and federal regulations.

- b. **Incentive:** The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing. (Section 420.9071(16), *Florida Statutes*)

Okaloosa County:

The County shall route to the Okaloosa County/City of Fort Walton Beach Affordable Housing Advisory Committee for review and comment any proposed policy, ordinance, regulation, or plan provision that could affect the affordability of housing no less than thirty (30) days prior to the first public hearing of any said policy, ordinance, regulation, or plan provision.

City of Fort Walton Beach

The City shall route to the Okaloosa County/City of Fort Walton Beach Affordable Housing Advisory Committee for review and comment any proposed policy, ordinance, regulation, or plan provision that could affect the affordability of housing no less than thirty (30) days prior to the first public hearing of any said policy, ordinance, regulation, or plan provision.

- c. **Incentive.** Establishment of a schedule for implementing the incentive strategies. (Section 420.9071(16), *Florida Statutes*)

Okaloosa County:

Implementation of the incentive strategies contained herein shall begin upon adoption of this Local Housing Assistance Plan.

City of Fort Walton Beach:

Implementation of the incentive strategies contained herein shall begin upon adoption of this Local Housing Assistance Plan.

IV. EXHIBITS:

- A. **Administrative Budget, For Each Fiscal Year Covered in the Plan** Chapter 67-37.005), F.A.C.
- B. **Timeline For Each Fiscal Year Covered in the Plan: Chapter 67-37.005), F.A.C.**

- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan: Chapter 67-37.005), F.A.C.**
- D. Certification Page: Chapter 67-37.005(7), F.A.C. Signed Certification is attached.**
- E. Resolution: Signed Resolution is attached.**
- F. Program Information Sheet**
- G. Ordinance**
- H. Inter-local Agreement: Section 420.9072, F.S. Signed Inter-local Agreement will follow.**

Exhibit A
Administrative Budget

LHAP 2013

Exhibit A

67-37.005(1), F.A.C.

Effective Date: 11/09

Okaloosa County

Estimated Allocation for Calculating:	\$	350,000.00	
Fiscal Year 2013 / 2014			
Salaries and Benefits	\$	31,500.00	
Office Supplies and Equipment	\$	2,000.00	
Travel Perdiem Workshops, etc	\$	1,000.00	
Advertising	\$	500.00	
Other	\$		
Total	\$	35,000.00	10%
Fiscal Year 2014 / 2015			
Estimated Allocation for Calculating:	\$	-	
Salaries and Benefits	\$	-	
Office Supplies and Equipment	\$	-	
Travel Perdiem Workshops, etc	\$	-	
Advertising	\$	-	
Other	\$	-	
Total	\$	-	0%
Fiscal Year 2015/2016			
Estimated Allocation for Calculating:	\$	-	
Salaries and Benefits			
Office Supplies and Equipment			
Travel Perdiem Workshops, etc			
Advertising			
Other	\$		
Total	\$	-	0%

Exhibit B
Timeline

Exhibit C
Housing Delivery Goals Charts

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2013 / 2014

Please check applicable box

New Plan:
 Amendment:
 Fiscal Yr. Closeout: 2016/2018

Name of Local Government: Okaloosa County Estimated Funds: \$350,000.00

Strategy #	HOME OWNERSHIP	VI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	A	B	C	D	E	F
		Units	Award	Units	Award	Units	Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
	Purchase Assistance	1	\$30,000	1	\$20,000	1	\$10,000	\$0.00		\$60,000.00	\$60,000.00	17.14%	3
	Rehabilitation	3	\$60,000	1	\$60,000	1	\$50,000	\$0.00	\$250,000.00		\$250,000.00	71.43%	5
	Reconstruction or New Construction		\$150,000		\$150,000		\$150,000	\$0.00			\$0.00	0.00%	0
	Deed Assistance		\$53,500		\$53,500		\$53,500	\$0.00			\$0.00	0.00%	0
	InFill Housing / Land and/or House Acquisition/ Rehabilitation/Resale		\$100,000		\$100,000		\$100,000	\$0.00			\$0.00	0.00%	0
	Foreclosure Prevention	1	\$5,000	0	\$5,000	0	\$5,000	\$0.00		\$5,000.00	\$5,000.00	1.43%	1
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	5	\$185,000.00	2	\$70,000.00	2	\$60,000.00	\$0.00	\$250,000.00	\$65,000.00	\$315,000.00	90.00%	9
	RENTAL STRATEGIES	VI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	A	B	C	D	E	F
		Units	Award	Units	Award	Units	Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
	Rehabilitation / New Construction		\$50,000		\$50,000		\$50,000				\$0.00	0.00%	0
	Rehabilitation / Existing		\$40,000		\$40,000		\$40,000				\$0.00	0.00%	0
	Special Needs Housing / New Construction		\$50,000		\$50,000		\$50,000				\$0.00	0.00%	0
	Special Needs Housing / Existing Construction		\$40,000		\$40,000		\$40,000				\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownership)	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
	Administration Fees										\$35,000.00	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL	5	\$185,000.00	2	\$70,000.00	2	\$60,000.00	\$0.00	\$250,000.00	\$65,000.00	\$350,000.00	100.00%	9
	Percentage Construction/Rehab	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.										71%	
	Maximum Allowable Purchase Price:							New	\$284,810	Existing	\$284,810		
	Allocation Breakdown	Amount	%					Projected Program Income:	\$0.00	Max Amount Program Income For Admin:		\$0.00	
	Very-Low Income	\$185,000.00	52.9%					Projected Recaptured Funds:	\$0.00				
	Low Income	\$70,000.00	20.0%					Distribution:	\$350,000.00				
	Moderate Income	\$60,000.00	17.1%					Total Available Funds:	\$350,000.00				
	TOTAL		90.0%										10-Dec-12

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2014 / 2015

Please check applicable box

New Plan:		x
Amendment:		
Fiscal Yr. Closeout:		2017/2019

Name of Local Government:	Okaloosa County	Estimated Funds:	\$350,000.00
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Strategy #	HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	A	B	C	D	E	F
		Units	Award	Units	Award	Units	Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
	Purchase Assistance	1	\$30,000	1	\$20,000	1	\$10,000	\$0.00		\$60,000.00	\$60,000.00	17.14%	3
	Rehabilitation	3	\$50,000	1	\$50,000	1	\$50,000	\$0.00	\$250,000.00		\$250,000.00	71.43%	5
	Reconstruction or New Construction		\$150,000		\$150,000		\$150,000	\$0.00			\$0.00	0.00%	0
	Dealer Assistance		\$53,500		\$53,500		\$53,500	\$0.00			\$0.00	0.00%	0
	Infill Housing / Land and/or House Acquisition/ Rehabilitation/Resale		\$100,000		\$100,000		\$100,000	\$0.00			\$0.00	0.00%	0
	Foreclosure Prevention	1	\$5,000	0	\$5,000	0	\$5,000	\$0.00		\$5,000.00	\$5,000.00	1.43%	1
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	5	\$185,000.00	2	\$70,000.00	2	\$60,000.00	\$0.00	\$250,000.00	\$65,000.00	\$315,000.00	90.00%	9
	RENTAL STRATEGIES	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
		Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
	Rehabilitation / New Construction		\$50,000		\$50,000		\$50,000				\$0.00	0.00%	0
	Rehabilitation / Existing		\$40,000		\$40,000		\$40,000				\$0.00	0.00%	0
	Special Needs Housing / New Construction		\$50,000		\$50,000		\$50,000				\$0.00	0.00%	0
	Special Needs Housing / Existing Construction		\$40,000		\$40,000		\$40,000				\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownership)	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
	Administration Fees										\$35,000.00	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotal 1 & 2, plus all Admin. & HO Counseling	5	\$185,000.00	2	\$70,000.00	2	\$60,000.00	\$0.00	\$250,000.00	\$65,000.00	\$350,000.00	100.00%	9
	Percentage Construction/Rehab	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.										71%	
	Maximum Allowable Purchase Price:							New	\$284,810	Existing	\$284,810		
	Allocation Breakdown	Amount		%		Projected Program Income:		\$0.00		Max Amount Program Income For Admin:		\$0.00	
	Vary-Low Income	\$185,000.00		52.9%		Projected Recaptured Funds:		\$0.00					
	Low Income	\$70,000.00		20.0%		Distribution:		\$350,000.00					
	Moderate Income	\$60,000.00		17.1%		Total Available Funds:		\$350,000.00					
	TOTAL			90.0%								10-Dec-12	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2015 /2016

Please check applicable box

New Plan:		x
Amendment:		
Fiscal Yr. Closeout:		2018/2020

Name of Local Government:	Okaloosa County	Estimated Funds:	\$350,000.00
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Strategy # From Plan Text	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text)	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	A	B	C	D	E	F
		Units	Award	Units	Award	Units	Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
	Purchase Assistance	1	\$30,000	1	\$20,000	1	\$10,000	\$0.00		\$60,000.00	\$60,000.00	17.14%	3
	Rehabilitation	3	\$50,000	1	\$50,000	1	\$50,000	\$0.00	\$250,000.00		\$250,000.00	71.43%	5
	Reconstruction or New Construction		\$150,000		\$150,000		\$150,000	\$0.00			\$0.00	0.00%	0
	Disaster Assistance		\$53,500		\$53,500		\$53,500	\$0.00			\$0.00	0.00%	0
	Infill Housing / Land and/or House Acquisition/ Rehabilitation/Resale		\$100,000		\$100,000		\$100,000	\$0.00			\$0.00	0.00%	0
	Foreclosure Prevention	1	\$5,000	0	\$5,000	0	\$5,000	\$0.00		\$5,000.00	\$5,000.00	1.43%	1
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	5	\$185,000.00	2	\$70,000.00	2	\$60,000.00	\$0.00	\$250,000.00	\$65,000.00	\$315,000.00	90.00%	9

RENTAL STRATEGIES	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	A	B	C	D	E	F	
	Units	Award	Units	Award	Units	Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units	
	Rehabilitation / New Construction		\$50,000		\$50,000		\$50,000				\$0.00	0.00%	0
	Rehabilitation / Existing		\$40,000		\$40,000		\$40,000				\$0.00	0.00%	0
	Special Needs Housing / New Construction		\$50,000		\$50,000		\$50,000				\$0.00	0.00%	0
	Special Needs Housing / Existing Construction		\$40,000		\$40,000		\$40,000				\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownership)	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
	Administration Fees										\$35,000.00	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	

GRAND TOTAL													
<small>Add Subtotals 1 & 2, plus all Admin. & HO Counseling</small>	5	\$185,000.00	2	\$70,000.00	2	\$60,000.00	\$0.00	\$250,000.00	\$65,000.00	\$350,000.00	100.00%	9	

Percentage Construction/Rehab	<small>Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.</small>										71%
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Maximum Allowable Purchase Price:												
	New	\$284,810	Existing	\$284,810								

Allocation Breakdown	Amount	%	Projected Program Income:	Max Amount Program Income For Admin:
Very-Low Income	\$185,000.00	52.9%	\$0.00	\$0.00
Low Income	\$70,000.00	20.0%	\$0.00	
Moderate Income	\$60,000.00	17.1%	\$350,000.00	
TOTAL		90.0%	\$350,000.00	