**DELAWARE STATE HOUSING AUTHORITY
INTEGRATED HOUSING FOR SPECIAL POPULATIONS FOR PERMANENT SUPPORTIVE HOUSING (PSH)**

**Certification**

(included as exhibit 37)

WHEREAS **OWNER NAME** has applied for Low Income Housing Tax Credits (LIHTC) from the Delaware State Housing Authority (DSHA) to finance and build **Number** apartment units, known as **DEVELOPMENT NAME** in **CITY/TOWN**, Delaware; and

DSHA’s 2023-2024 Qualified Allocation Plan (QAP) requires that each LIHTC property approved targets a minimum of five percent (5%) of the total units to special population households (the target units may float or can be designated) or 3 units for special populations units for PSH; and

THEREFORE, **OWNER NAME** and **MANAGEMENT COMPANY** agree to the following partnership to target **Number** apartment units (the “Targeted Units”) within the **DEVELOPMENT NAME** apartment development for special population households involved in the referral process coordinated by DSHA.

**OWNER NAME** shall:

Agree that the **Number** Targeted Units will not be segregated within the property or in any way be distinguishable (beyond, if applicable, the presence of accessible features or assistive technology) from non-targeted units, and that the unit mix of targeted units will depend on the needs of referred households:

* Permanent Supportive Unit referrals will be completed via an agreement with the referring entity between the non-profit, DSHA, DHSS, and the owner to ensure that sufficient referrals of special population-eligible households for tenancy are received at the time of execution of the carryover agreement. PSH units must be rent- and income-restricted to 30% AMI and units may include project-based subsidy.
* Assure that the Targeted Units remain available to the Targeted households, and that the purposes and spirit of this agreement, are maintained through the compliance period;
* Assure that any special arrangements (rent adjustments, unit subsides, special unit accommodations, arrangement for transportation services, etc.) are maintained through the compliance period as outlined in the Targeting Plan, attached hereto;
* Assures that when target units are not occupied by special population-eligible households, a lease addendum for the non-special population-eligible household will be required for the non-special population-eligible household to transfer to the next available non-special population unit (of comparable or smaller size) when a special population-eligible household applies and is accepted to the development;
* Assure that the Referral agency will pre-screen Applicants to assure that Applicants referred to for tenancy in the Targeted Units:

1. Have a qualifying special need, as defined by the 2023-2024 QAP; and

2. Have qualifying income to cover rent, utilities and reasonable living expenses;

* Assure that the Referral agency (DSHA) will refer applicants to **MANAGEMENT COMPANY** at initial rent up and in the event of vacancies, for the duration of the compliance period. Referred households must complete applications for tenancy and shall provide a certification that the household was referred to live in a Targeted Unit by the Referral agency;
* Make reasonable accommodations, when applicable as to the completion of the application and need for accessible units for the targeted units and special population served;
* Have available a list of supportive services offered by community service providers involved in the referral process available to tenants of target units, when applicable. It is understood and agreed that these services shall be available to said households on an as-needed basis, and that receipt of these or any other services shall not be a condition of tenancy; and
* Facilitate communication with **MANAGEMENT COMPANY** by designating, and maintaining in the event of staff turnover, a named individual as the primary contact on matters related to Targeted Units.

**MANAGEMENT COMPANY** shall:

* Screen all households referred to it by Referral Agency, DSHA, using its established screening criteria;
* Include language on Reasonable Accommodations on its application for tenancy;
* Affirmatively market to households meeting the definition of special populations as described in the Marketing Plan section of the Targeting Plan;
* Agree that the additional target units that receive points under this category must be reserved exclusively for the target special population-eligible population (unless there is an extended vacancy as referenced below);
* Agree that if the project is unable to fill a unit with the targeted population after a sixty (60) calendar day referral period, the unit may be leased to another household with income at 50% AMI or below. The next available 50% AMI unit in the Project shall be marketed to the Project’s original targeted population until the project is in compliance with percentage for which it received points. The sixty (60) calendar day period at lease-up will be measured from the date upon which the project achieves 80% occupancy and at turnover will be measured from the date upon which the unit is determined ready for occupancy following move-out by the prior tenants and completion of any unit turn around cleaning, repairs, or maintenance;
* In the event there are no special population-eligible applicants due to not meeting established screening criteria, notify DSHA, and entertain requests for Reasonable Accommodations in accordance with State and Federal Fair Housing Law and the spirit of this agreement;
* Agrees that when target units are not occupied by special population-eligible households, a lease addendum for the non-special population-eligible household will be required for the non-special population-eligible household to transfer to the next available non-special population unit (of comparable or smaller size) when a non-special population-eligible household applies and is accepted to the development;
* Accept Section 8 Housing Choice vouchers or State Rental Assistance Vouchers or other rental assistance as allowable income as part of income requirement guidelines for all households; and
* Facilitate communication with supportive service or other human service agencies by designating, and maintaining in the event of staff turnover, a named individual as the primary contact on matters related to the Targeted Units.

All parties to this Agreement shall:

* Agree that **OWNER NAME** and **MANAGEMENT COMPANY** are responsible for meeting compliance requirements established by the IRS and DSHA;
* Agree that **OWNER NAME** and **MANAGEMENT COMPANY** are responsible for maintaining the property for the benefit of all the households;
* Agree that the provisions and the spirit of this agreement notwithstanding, decisions on the admittance and/or retention of households according to Fair Housing and the Delaware Landlord Tenant Code are the responsibility of **MANAGEMENT COMPANY** and **OWNER NAME**;
* Agree to adhere to the terms of the Referral, Screening, and Communications plan section of the Targeting Plan;
* Agree that tenant participation in supportive services will not be a condition of tenancy;
* Agree that in the event that disagreements or difficulties arise that they are unable to resolve through open and cooperative dialogue, they will seek assistance in resolving these conflicts from DSHA Agency and the other Department of Health and Human Services divisions; and
* Agree that the terms of the Targeting Plan for **DEVELOPMENT NAME** prepared jointly by **OWNER NAME**, **MANAGEMENT COMPANY** are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties have executed, or caused this agreement to be executed by their duly-authorized representatives, as of the date below written.

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**OWNER CONTACT, TITLE** Date

**OWNER NAME**

**PHONE NUMBER**

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**MANAGEMENT CONTACT, TITLE** Date

**MANAGEMENT COMPANY**

**PHONE NUMBER**