

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2024 A.D., by and between HERNANDO COUNTY, a political subdivision of the State of Florida, whose address is 20 North Main Street, Brooksville, FL 34601-2800, hereinafter referred to as the "COUNTY" and the HERNANDO COUNTY HOUSING AUTHORITY, a public body corporate and politic created and existing pursuant to the provisions of Chapter 421 Florida Statutes, whose address is 621 W. Jefferson St., Brooksville, FL 34601, hereinafter referred to as the "HOUSING AUTHORITY".

WHEREAS, the benefits to be provided pursuant to this Agreement are necessary and proper expenditures by the COUNTY for a public purpose authorized by law, and

WHEREAS, the County and HOUSING AUTHORITY entered into an agreement on or about June 15, 1993, which agreement was clarified through a memorandum of agreement entered on January 11, 2016 ("Previous Agreement"), and

WHEREAS, the COUNTY and HOUSING AUTHORITY desire to terminate the Previous Agreement, and enter in to this subsequent agreement ("Agreement") providing for the parties' respective responsibilities, benefits and services pertaining to administration of the Florida's State Housing Initiatives Partnership (SHIP) program in Hernando County, in accordance with Ordinance 24-__ which amends Chapter 16, Article III (Housing Assistance Program and Trust Fund) of the Hernando County Code of Ordinances, and

WHEREAS, the responsibilities, benefits and services provided pursuant to this Agreement will assist the COUNTY in meeting the goals as described in the Housing Element of the COUNTY'S Comprehensive Plan as adopted on June 7, 1989 and as amended on September 25, 2018 (effective date November 15, 2018), and

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

The purpose of this Agreement is to establish the terms and conditions upon which the COUNTY will pay the HOUSING AUTHORITY for its services for administering the Hernando County SHIP program, pursuant to Ordinance 2024-__, as amended from time to time.

ARTICLE II

The Previous Agreement shall terminate simultaneously with the beginning effective date of this Agreement as stated hereinbelow in Article III, and the parties waive the minimum sixty (60) day written notice requirement of Article II of the Previous Agreement.

ARTICLE III

The term of this Agreement shall have an effective date beginning April 1st, 2024, and continue until either party informs the other of their intent to terminate said agreement with a minimum of sixty (60) days written notice.

ARTICLE IV

The parties shall abide by all applicable Federal, State, and County statutes, administrative rules and regulations, and ordinances.

ARTICLE V

The HOUSING AUTHORITY shall also abide by all rules and regulations promulgated through ordinance or resolution by the COUNTY, and all State statutes, rules and regulations pertaining to the SHIP program.

ARTICLE VI

The HOUSING AUTHORITY shall provide the following services for the purpose of administering the Hernando County SHIP program:

1. Applicant intake and income certification:
 - a. Complete the income verification process (which begins upon receipt of application packet and accompanying documents).
 - b. Obtain third party verifications of employment, income, and assets.
 - c. Determine eligibility based on SHIP guidelines and prepare income certification form.
 - d. Contact applicant to review and obtain signature(s) on income certification form.
 - e. Issue letter of eligibility to qualified applicants and letter of ineligibility to non-qualified applicants.

2. Purchase assistance with existing/new construction:
 - a. Correspond with client, real estate agent, closing agent and lender regarding required documents needed to submit request for client's funding (attach needed items).
 - b. Upon receipt and review of request for funding prepare closing documents (closing instructions, 2nd mortgage and promissory note). Correspond with closing agent to obtain vendor registration form and W9. Submit to finance department for vendor approval.
 - c. As part of the review of the funding request, closely review the documentation provided from the lender, the transmittal summary and final loan approval, to compare the income and assets used for qualifying for the program versus what the lender is using to qualify for the 1st mortgage loan.
 - d. Prepare and submit request for payment (RFP) to include back up documentation via the applicable software platform being used by the County (such as OnBase, etc.), adhering to timeframe established by the finance department; submit RFP on Wednesday the week prior to check pick up on Friday.
 - e. Provide closing documents via email to client, real estate agent, lender and closing agent.
 - f. Pick up check from finance department.
 - g. Arrange check pick up with client; release check upon client signing off on pick up list.
 - h. Follow up with closing agent after closing to obtain copy of the final closing disclosure (CD) and the original, recorded ship mortgage and promissory note.

3. Purchase assistance with rehabilitation:
 - a. Correspond with client, real estate agent, closing agent and lender regarding required documents needed to submit request for client's funding (attach needed items).
 - b. Strongly encourage client and real estate agent to submit the home inspection prior to the closing request to provide client additional time to obtain estimates for work to be completed.
 - c. Review full home inspection report for SHIP eligible repairs to be completed utilizing the rehabilitation funds. Correspond with client and real estate agent to review the qualified repairs. Client to provide estimate of work along with contractor's current license and insurance.
 - d. Upon receipt and review of request for funding prepare closing documents (closing instructions, escrow letter, 2nd mortgage and promissory note), correspond with closing agent to obtain vendor registration form and W9. Submit to finance department for vendor approval.
 - e. As part of the review of the funding request, closely review the documentation provided from the lender, the transmittal summary and final loan approval, to compare the income and assets used for qualifying for the program versus what the lender is using to qualify for the 1st mortgage loan.
 - f. Prepare and submit request for payment (RFP) to include back up documentation via Onbase (adhering to timeframe established by the finance department; order Wednesday the week prior to check pick up on Friday).
 - g. Provide closing documents via email to client, real estate agent, lender and closing agent.
 - h. Pick up check from finance department.
 - i. Arrange check pick up with client; release check upon client signing off on pick up list.
 - j. Follow up with closing agent after closing to obtain copy of the final closing disclosure (CD) and the original, recorded ship mortgage and promissory note.
 - k. Monitor rehabilitation repair with client. Upon completion of repair obtain copy of the final on the pulled permit (as required), obtain client signature on affidavit of completion.
 - l. Send authorization to release funds to closing agent holding the rehabilitation funds in escrow.

4. Administration (meetings, policy participation and development, and record keeping as needed); schedule and coordinate annual meeting dates with County Administration (the tasks in section 4 shall be as directed from time to time by the County):
 - a. Coordinate annual meeting dates with County Administration.
 - b. Prepare and distribute annual meeting schedule to committee.
 - c. Prepare and distribute meeting packet to members for each meeting.
 - d. Coordinate with County staff if a meeting is not needed due to no new business and send cancellation notice to committee members.
 - e. Communicate with County staff as to the content of the agenda.

- f. Prepare and submit advertisement for meetings (invoice for cost of ad to County).
 - g. Prepare minutes from meeting and maintain record of minutes. Participation in the LHIP and LHAP discussions and preparation: as needed by the COUNTY.
5. Maintain records associated with the tasks performed, in compliance with Chapters 119 and 420, Fla. Stat. and Rule 67-37 *et seq.*, Fla. Admin. Code, provide monthly reports to the COUNTY, and allow COUNTY access to HOUSING AUTHORITY records pertaining to any and all documents, records and financials related to the SHIP and housing trust programs as needed. The monthly reports HOUSING AUTHORITY will provide are: Monthly Participation Report; Monthly Program Report; and Special Needs Report (all of which are attached hereto as Composite Exhibit "A", which may be amended, removed or replaced from time to time).

ARTICLE VII

The COUNTY shall pay the HOUSING AUTHORITY for its services described in Article VI above according to the SHIP Fee Schedule which is attached hereto and incorporated herein as Exhibit "B". Accordingly, the HOUSING AUTHORITY shall provide an itemized invoice for such administrative services to the COUNTY for payment.

ARTICLE VIII

The HOUSING AUTHORITY is an independent agency and under no circumstances will it be considered an employee or agent of the COUNTY.

ARTICLE IX

The HOUSING AUTHORITY covenants and agrees that it will indemnify and hold harmless the COUNTY and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the HOUSING AUTHORITY during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject, except that neither the HOUSING AUTHORITY nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its officers, agents, or employees.

ARTICLE X

Funding pursuant to this Agreement is subject to the availability of funds and is conditioned upon annual appropriation by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the date first mentioned and each of them as the COUNTY and HOUSING AUTHORITY have caused these presents to be signed by their duly authorized officer.

HERNANDO COUNTY
HOUSING AUTHORITY

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: *Terri M. Beverly*
[name and title]
Terri M. Beverly

By: _____
Elizabeth Narverud, Chair

(SEAL)

By: _____
[name and title]

ATTEST:

Doug Chorvat Jr., Clerk and Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney's Office

State Housing Initiative Partnership (SHIP)

Monthly Participant Report

Exhibit "A"

Participants

Month of : _____

	Name	Address	City	Zip	Race	Gender	Age	Ethnicity	Income Level (ELI, VLI, L, M, >140%)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

SHIP Program Compliance – Homeownership/ Construction /Rehabilitation

	Name	Category	SHIP Funds Spent	Trust Funds Spent	% of Trust Funds
1					
2					
3					
4					
5					
6					

“Exhibit A (Cont.)”
State Housing Initiative Partnership (SHIP)
Special Needs Report

SHIP Expended and Encumbered for Special Needs Applicants

Code	Strategies	Expended Amount	Units	Encumbered Amount	Units	Remarks

Special Needs Category Breakdown by Strategy

Code	Strategies	Special Needs Category	Expended Amounts	Units	Encumbered Amount Units	Units
1						
2						
3						
4						
5						
6						

"Exhibit B"

SHIP Fee Schedule

Task	Cost
Applicant intake and income certification:	\$150.00 per file
<ul style="list-style-type: none">• The income verification process will begin upon receipt of application packet and accompanying documents.• Obtain third party verifications of employment, income, and assets.• Determine eligibility based on SHIP guidelines and prepare income certification form.• Contact applicant to review and obtain signature(s) on income certification form.• Issue letter of eligibility to qualified applicants and letter of ineligibility to non-qualified applicants.	
For Purchase Assistance Existing/New Construction:	\$500.00 per file
<ul style="list-style-type: none">• Correspond with client, real estate agent, closing agent and lender regarding required documents needed to submit request for client's funding (items needed attached)• Upon receipt and review of request for funding prepare closing documents (closing instructions, 2nd Mortgage and Promissory Note). Correspond with closing agent to obtain vendor registration form and W9. Submit to finance department for vendor approval.• As part of the review of the funding request, the documentation provided from the lender, the transmittal summary and final loan approval is closely reviewed to compare the income and assets used for qualifying for the program versus what the lender is using to qualify for the 1st mortgage loan.• Prepare and submit Request for Payment (RFP) to include back up documentation via OnBase (adhering to timeframe established by the Finance Department-order Wednesday week prior to check pick up on Friday).• Provide closing documents via email to client, real estate agent, lender and closing agent.• Pick up check from finance department.• Arrange check pick up with client, release check upon client signing off on pick up list. Follow up with closing agent after closing to obtain copy of the final Closing Disclosure (CD) and the original, recorded SHIP Mortgage and Promissory Note.	
For Purchase Assistance with Rehabilitation:	\$800.00 per file
<ul style="list-style-type: none">• Correspond with client, real estate agent, closing agent and lender regarding required documents needed to submit request for client's funding (items needed attached)	

Strongly encourage client and real estate agent to submit the home inspection prior to the closing request to provide client additional time to obtain estimates for work to be completed.

- Review full home inspection report for SHIP eligible repairs to be completed utilizing the rehabilitation funds. Correspond with client and real estate agent to review the qualified repairs. Client to provide estimate of work along with contractor's current license and insurance.
- Upon receipt and review of request for funding prepare closing documents (closing instructions, Escrow Letter, 2nd Mortgage and Promissory Note). Correspond with closing agent to obtain vendor registration form and W9. Submit to finance department for vendor approval.

As part of the review of the funding request, the documentation provided from the lender, the transmittal summary and final loan approval is closely reviewed to compare the income and assets used for qualifying for the program versus what the lender is using to qualify for the 1st mortgage loan.

- Prepare and submit Request for Payment (RFP) to include back up documentation via OnBase (adhering to timeframe established by the Finance Department-order Wednesday week prior to check pick up on Friday).
- Provide closing documents via email to client, real estate agent, lender and closing agent.
- Pick up check from finance department.
- Arrange check pick up with client, release check upon client signing off on pick up list. Follow up with closing agent after closing to obtain copy of the final Closing Disclosure (CD) and the original, recorded SHIP Mortgage and Promissory Note.
- Monitor rehabilitation repair with client. Upon completion of repair obtain copy of the final on the pulled permit (as required), obtain client signature on affidavit of completion.
- Send authorization to release funds to closing agent holding the rehabilitation funds in escrow.

Schedule and Conduct AHAC Meeting	\$300.00 (Plus cost for Advertising)
Participation in LHAP Preparations	\$50.00 per hour
Participation in LHIP Preparations	\$50.00 per hour