

# **AGREEMENT**

THIS AGREEMENT made and entered into this 15th day of June, 1993 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 820 Kennedy Blvd., 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 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 November 14, 1990.

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 grant funds to the HOUSING AUTHORITY for its use in development and implementation of the Hernando County Housing Assistance Program and Trust Fund, as provided for in the COUNTY Ordinance #93-10.

## **ARTICLE II**

The term of this Agreement shall have an effective date beginning June 15, 1993, 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 III**

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

## **ARTICLE IV**

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 in regard to the expenditure of Affordable Housing funds. The HOUSING AUTHORITY shall

provide the following services in its administrative performances of the Hernando County Housing Assistance Plan and Trust Fund to the COUNTY as follows:

- (1) Coordinate the State Housing Incentives Partnership (SHIP) Program with the Florida Housing Finance Agency.
- (2) Set up public notices and advertisements for programs to be funded under the SHIP Program.
- (3) Set up workshops to advise potential recipients of funding available under the SHIP Program.
- (4) Monitor the success of the SHIP Program.
- (5) Provide advice and suggestions to the Board of County Commissioners (BCC) as to whether and in what ways the program might be improved from year to year.
- (6) Secure professional services to provide training to prepare persons for the responsibility of home ownership and to counsel tenants.
- (7) Submit an annual report to the COUNTY and the Florida Housing Finance Agency on program accomplishments as described in Florida Statutes 420.9075.
- (8) Ensure that the procedures as established under Chapter 420 Florida Statutes and the Florida Administrative Code Rule 9I-37 are adhered to.
- (9) Submit to the COUNTY Clerk's Office a request for payment for the disbursement of all program funds.
- (10) Assist the Clerk's Office in coordination of the compliance of the Single Audit Act.

#### **ARTICLE V**

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

#### **ARTICLE VI**

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 VII**

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.

**ARTICLE VIII**

The COUNTY shall provide to the HOUSING AUTHORITY administrative funds as established by County Ordinance and/or Resolution in twelve (12) equal monthly installments, less the standard charge for financial services as provided by the Clerk of Circuit Court.

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.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

By: \_\_\_\_\_

*Anthony C. Mosca, Jr.*  
Chairman

Anthony C. Mosca, Jr.

Attest: \_\_\_\_\_

*Karen Nicolai*  
Clerk of Circuit Court  
Karen Nicolai

HERNANDO COUNTY HOUSING AUTHORITY  
HERNANDO COUNTY, FLORIDA

Witness: \_\_\_\_\_

*Donald C. Singer*  
Secretary

Donald C. Singer

By: \_\_\_\_\_

*William L. Stoops*  
Chairman

William L. Stoops

(SEAL)