

**AGREEMENT BETWEEN NASSAU COUNTY
AND THE
NORTHEAST FLORIDA REGIONAL COUNCIL
FOR THE
ADMINISTRATION OF A LOCAL GOVERNMENT AFFORDABLE
HOUSING PROGRAM UNDER THE
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
PROGRAM**

The Agreement described herein between Nassau County (County) and the Northeast Florida Regional Council (NEFRC) authorizing the NEFRC staff to implement and provide administrative services for the County's Local Government Affordable Housing Program as defined by the State Housing Initiative Partnership (SHIP) program and specified in Section 420.9072(9) Florida Statutes and Rule 67-37 of the Florida Administrative Code. This agreement covers grant administration for fiscal year 2006-2007 which begins on July 1, 2006 and ends on June 30, 2007 and is contingent upon the County being awarded and Affordable Housing Grant for Fiscal year 2006-2007 in the amount of \$611,969. This Agreement shall be in effect when executed by both parties through June 30, 2007.

SERVICES PROVIDED BY NEFRC STAFF

The NEFRC shall provide services over the term of this Agreement to accomplish the following tasks that are required by Rule 67-37, F.A.C. to administer the Nassau County Affordable Housing Program:

- A. Provide ongoing administration of SHIP funding allocations from fiscal years 2004-2005 and 2005-2006 in accordance with the approved applicable housing assistance plans.
- B. Prepare and/or administer the Nassau County Local Housing Assistance Plan (LHAP) as needed by the County and required by Florida Statutes and Florida Administrative Code.
- C. Support activities of the Affordable Housing Advisory Committee (AHAC) in providing information to the target population regarding the availability of SHIP program funding.
- D. Provide administrative support and functions to the Nassau County Affordable Housing Advisory Committee (AHAC) and Local Housing Partnership (LHP) and the Nassau County SHIP Program as follows:
 - 1) Act as support staff for the Nassau County Affordable Housing Advisory Committee (AHAC) and Local Housing Partnership (LHP).

- 2) Prepare agendas, research policy questions and process applicant information in accordance with the approved local housing assistance plan and assist with other affordable housing matters at the direction of the AHAC/LHP.
- 3) Review feasibility and recommend actions to the AHAC regarding the County entering interlocal partnerships for implementation and leveraging of the Affordable Housing Program dollars, especially for the purpose of obtaining funds from other federal and state programs.
- 4) Function as staff to prepare and amend the Local Housing Assistance Program (LHAP) to ensure compliance with Rule 67-37 F.A.C., as amended. Notify the County of changes and proposed changes to the SHIP program regulations and how such changes may effect the County's Affordable Housing Program.
- 5) Administer and provide ongoing oversight into the operation of the Nassau County SHIP program to fulfill the policies and responsibilities of the program both to the County and the State.
- 6) Meet all expenditure deadlines as required by 420.907, Florida Statutes and Rule 67-37, Florida Administrative Code.
- 7) Provide first contact with public, dispenses applications, assists applicants in completing applications and receives the completed applications with initial review for income eligibility. Under this agreement the NEFRC staff will serve as the resource base for the Nassau County SHIP program and all applicant questions will be directed to the NEFRC for guidance and resolution.
- 8) NEFRC staff receives completed applications and evaluates affordable housing candidates to insure compliance with both state and county SHIP policies, and the approved Nassau County Local Housing Assistance Plan.
- 9) The NEFRC staff will provide four (4) homeownership education seminars. A schedule of these seminars will be provided to the County and will include the location and time for each session. These seminars will provide applicant training and will be conducted in coordination with the University of Florida/ Nassau County Extension Service for housing counseling and will cover issues like resolving poor credit. The homeownership education seminars will be held in targeted areas throughout the County.
- 10) Prepare staff research to support the Affordable Housing Advisory Committee and/or the Local Housing Partnership in making

recommendations on specific cases brought before the AHAC for a policy decision.

- 11) Prepare recommendations for Board of County Commissioners' approval of Certificates of Eligibility obligating funding for applicants under the SHIP strategies.
- 12) Monitor approved Certificates of Eligibility for compliance and activity under trust fund.
- 13) Prepare bid packages in accordance with the County's purchasing policy for the eligible SHIP projects. Oversee and monitor SHIP projects for inspections, financial outlay and conformity with County and SHIP guidelines. Provide administration and compliance monitoring of SHIP projects through completion and provide a tracking process for the project to follow throughout the affordability period. Once closed the project files will be delivered to the County for storage and retention.
- 14) Monitor the Local Housing Assistance Trust Fund and coordinate payments on SHIP approved project by strategies and fiscal years with Nassau County Clerk of the Court Finance Department to ensure that the fund is maintained in compliance with Rule 67-37, F.A.C., as amended.
- 15) Prepare and submit an Annual Report to the Florida Housing Finance Corporation (FHFC) as required by Rule 67-37, F.A.C. and provide additional reports as needed by the County.
- 16) Support activities of the Affordable Housing Advisory Committee in providing information to the target population regarding the availability of SHIP program funding through preparing public notices, press releases, newspaper advertising and other methods to inform the public. Publication in printed media will occur at least twice per year and will include newspapers of general circulation and community newspapers, postings, etc.
- 17) Attend and participate in workshops, public hearings, FHFC steering committee and other Florida Housing Finance Corporation activities relating to the legislative policies and administrative functions affecting local fund recipients
- 18) Respond to policy questions and monitor activities to insure compliance with regulations of real estate, lending institutions and public/private partners in completing SHIP approved projects.

RECORDS

NEFRC and its subcontractors shall maintain all books, documents, paperwork, accounting records and other evidence pertaining to costs incurred on SHIP approved projects and shall make such materials available at all reasonable times during the period of the Agreement, and for a period of five (5) years from the date of the final payment under this Agreement for inspection and/or audit by the County or other pertinent public agencies.

NEFRC staff will assure that all deferred payment loans and liens are properly recorded on SHIP approved projects. All records including financial records must be maintained during the term of the affordability period and will be marked in accordance with that information at the close of the project.

PERIOD OF SERVICES & PAYMENT

The work program set forth herein shall commence upon execution of this Agreement by both parties and continue through June 30, 2007. The timeframe of this Agreement covers fiscal year 2006-2007 of the adopted Nassau County Local Housing Assistance Plan. The Agreement may be adjusted as necessary to meet the requirements of possible amendments to the Nassau County Affordable Housing Program.

Compensation for the administrative services required to serve the Nassau County SHIP Program shall be paid quarterly and shall be initiated upon invoicing by the Northeast Florida Regional Council, according to the following formula and is hereby included in this contract amendment. All invoicing will contain the required support documentation.

Compensation for administration services to serve the Nassau County SHIP Program shall be in the amount of \$61,196 and will not exceed the allowable 10 percent of the SHIP fund annual allocation by the State and 5 percent of the derived Program Income.

The Northeast Florida Regional Council will be reimbursed for allowed costs under SHIP rules, which are associated with Homebuyers Education Classes, and for cost associated with certified home inspections. These costs will be paid from the County SHIP allocation and not from the NEFRC Administrative fee. Said costs shall be determined and agreed upon by both parties prior to reimbursement. The representative from NEFRC, the County, and the Clerk's office shall meet prior to any work being performed in order to agree as to the documentation required. All invoices will be accompanied by documentation to support the requested payment.

TERMINATION OF AGREEMENT

The Agreement may be terminated by either party upon 30 day written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of others. In the event of termination, due to the fault of others than the

NEFRC or its subcontractors, the NEFRC shall be paid for services performed to termination date, on a proportionate basis. Without waiving their rights to terminate the Agreement, the County may delay, withhold or adjust payments under this Agreement, or the NEFRC may delay or withhold its services, in an attempt by each party to give the other party and opportunity to fulfill its obligation or correct any violation of this Agreement.

In addition, the County reserves the right to terminate this Agreement upon thirty (30) days written notice for no reason. All finished or unfinished documents, data, correspondence, reports, and maps prepared by the NEFRC staff under this Agreement shall be delivered to the County within thirty (30) days of termination in the event of termination, and the NEFRC shall be paid for any work performed and not paid for prior to termination.

CONTROLLING LAW

This Agreement is to be governed by the Laws of the State of Florida

SUCCESSORS AND ASSIGNS

The NEFRC and Nassau County each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such party, in respect to all covenants and obligations of this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than NEFRC and Nassau County.


CONTRACT SIGNATURES AND DATE

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials as duly authorized.

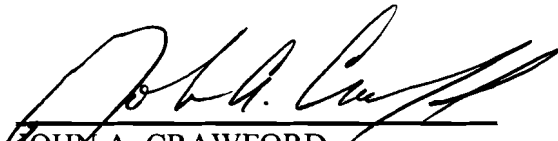
Signed this 18th day of August, 2006.

Board approved 7-24-06

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

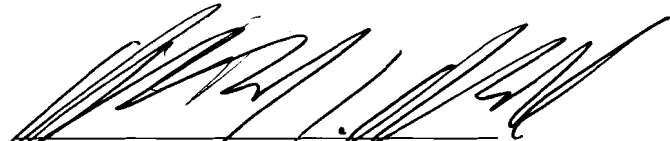

THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:




JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN



Executive Director, NEFRC