

**AGREEMENT RELATING TO  
HOUSING COUNSELING SERVICES**

**THIS AGREEMENT** is made and entered into this 20<sup>th</sup> day of APRIL, 2017, by and between the **ESCAMBIA COUNTY**, a political subdivision of the State of Florida ("**County**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a Florida not for profit corporation (FEI/EIN Number 59-1586520), hereinafter referred to as ("**Agency**"), whose principal address is 302 N. Barcelona Street, Pensacola, FL 32501 for the sole purpose of providing State Housing Initiatives Partnership ("**SHIP**") Program funds (CSFA #40.901) to finance SHIP eligible housing counseling activities ("**Project**") in Escambia County.

**WITNESSETH:**

**WHEREAS**, the County has elected to participate in the SHIP Program in order to create and preserve affordable housing to meet the needs of the citizens of Escambia County, Florida, including homebuyer activities; and

**WHEREAS**, in accordance with the SHIP Program requirements, the County may enter into agreements with non-profit agencies, private corporations, and/or other governmental agencies for purposes of implementing the SHIP Program; and

**WHEREAS**, the County has received a special funding allocation from Florida Housing Finance Corporation (FHFC) to finance SHIP eligible housing counseling activities; and

**WHEREAS**, the County and Agency desire to enter an agreement to cooperatively implement the Project in accordance with governing regulations and requirements stipulated herein; and,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

**ARTICLE I**  
Supervision

1. The Agency agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED), a division of the Escambia County Neighborhood & Human Services Department.

1.1 The contract managers, who shall be responsible for the coordination and administration of this Agreement, are hereby designated as follows:

Contract Manager for County: Meredith Reeves, Division Manager  
Neighborhood Enterprise Division  
221 Palafox Place, Suite 200  
Pensacola, Florida 32502  
Phone: (850) 595-0022 x 3  
E-Mail: mareeves@myescambia.com

Contract Manager for Agency: Percy L. Goodman, Jr., Acting Executive Director  
Community Enterprise Investments, Inc.  
302 North Barcelona Street  
Pensacola, Florida 32501  
Phone: (850) 595-6234  
E-mail: pgoodman@ceii-cdc.org

**ARTICLE II**  
Scope of Services

2. Agency agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 Agency shall provide housing counseling activities as authorized by FHFC, including homebuyer pre-purchase classes and credit counseling/financial coaching.

**ARTICLE III**  
Funding

3. The County agrees to make available an amount not to exceed **\$44,018.00** payable solely from available SHIP Program funds toward the costs associated with implementing the project.

3.1 The County shall disburse the SHIP Program funds from Fund 120, the Affordable Housing Trust Fund, as legally established within the budget accounts and records of the County.

3.2 The method of payment shall be in accordance with the process described in **EXHIBIT I** of this Agreement.

**ARTICLE IV**  
Reporting

4. Agency shall provide the County (NED) with a Monthly Report, including the narrative summary of progress and financial statement described in **EXHIBIT II** of this Agreement.

4.1 Agency shall use the form of Monthly Report that has been approved by the County as described in **EXHIBIT II**.

4.2 The Monthly Report obligation shall survive termination of this Agreement and continue until all information concerning the Project has been received by the County (NED).

4.3 This Monthly Report is due on the 10th day of the first month, unless an alternative schedule is agreed upon by the parties. The monthly report shall include all Project activities undertaken during the previous month.

4.4 Agency shall provide the County with additional information as may be required by state or federal agencies to substantiate SHIP Program activities, client eligibility, or Project expenditure eligibility.

**ARTICLE V**  
Indemnification

5. Agency shall act as an independent contractor, and not as an employee of the County in providing the aforementioned service. Agency shall hold harmless Escambia County and the City of Pensacola, and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 Agency is a non-profit corporation incorporated under the laws of the State of Florida and as such shall have the direct responsibility for the activities undertaken in conjunction with this Agreement. Agency agrees that the County's sole responsibility under this Agreement is to provide SHIP Program funding for eligible homebuyer counseling activities.

**ARTICLE VI**  
Contract Period and Termination

6. This Agreement shall be effective for the period beginning the 20th day of APRIL, **2017, and shall terminate on June 30, 2019**, unless canceled sooner with or without cause, by agreement of the Contract Managers giving thirty (30) days prior written notice of such cancellation.

6.1 Provided, that if the County Contract Manager agrees that Agency has failed to satisfactorily perform its duties as set forth herein or in the event that SHIP Program funds fail to be or cease to be provided to the County then the County may terminate this contract effective immediately without incurring any penalty and shall be responsible for payment of those commitments made through the date of termination.

6.2 Agency shall be subject to a performance review by the County, or a designated representative thereof, at six (6) month intervals based upon the effective date of this Agreement. If necessary, a written performance report shall be provided by the County to the Agency at the six (6) month interval, indicating any recommendations, performance deficiencies or financial irregularities. Failure of the Agency to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

**ARTICLE VII**  
Accountability

7. Agency records and accounts related to the performance of this Agreement shall be maintained for a minimum period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation in which case they shall be retained indefinitely pending resolution of such review.

**ARTICLE VIII**

Nepotism

8. Agency agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

**ARTICLE IX**

Civil Rights and Anti-Discrimination

9. Agency agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Agency agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

**ARTICLE X**

Program Income

10. No program income will result from the provision of SHIP Program funds under this Agreement.

**ARTICLE XI**

Uniform Requirements

11. Agency shall comply with applicable provisions of the uniform requirements described in Florida Administrative Code (FAC) 67-37 with regard to management and implementation of the Project. The text of Florida Administrative Code (FAC) 67-37, as amended, has been provided to Agency in its entirety as certified in **EXHIBIT III** of this Agreement. Agency agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

**ARTICLE XII**

Procurement

12. Agency shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Project activities, including small, minority

and women owned enterprises.

**ARTICLE XIII**  
General Provisions

13. Agency accepts the funds so provided under this Agreement and agrees that the contents of **EXHIBITS I, II and III** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, Agency agrees:

13.1 That all SHIP Program funds provided through this Agreement shall be used solely in support of eligible housing counseling activities.

13.2 That Project activities shall be governed by Florida Administrative Code (FAC) 67-37, and amendments thereto.

**ARTICLE XIV**  
Audit Requirements

14. Agencies that expend a total amount of state assistance equal to or in excess of \$750,000 in a fiscal year must have a State single or project specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapter 10.550 (local government entities) or 10.650 (nonprofit and for profit organizations), Rules of the Auditor General. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

**ARTICLE XV**  
Understanding of Terms

15. This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by Agency and County or in accordance with the provisions contained in this document.

15.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

15.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties

shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

15.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

15.5

**Public Records.** The Agency acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Agency shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Agency shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Agency agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Agency fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Agency seven days written notice, during which period the Agency still fails to allow access to such documents, terminate the contract. In such case, the Agency shall not be entitled to receive any further payment.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

15.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

**ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
D.B. Underhill, Chairman

Attest: Pam Childers  
Clerk of the Circuit Court

BCC Approved: April 20, 2017

By: \_\_\_\_\_  
Deputy Clerk

**COMMUNITY ENTERPRISE INVESTMENTS, INC., a Florida not for profit corporation**

WITNESSED:

By: \_\_\_\_\_  
Percy L. Goodman, Jr. Acting Executive Director

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, Percy L. Goodman, Jr., Acting Executive Director of Community Enterprise Investments, Inc., a not for profit corporation, who did not take an oath and who:

- \_\_\_ is/are personally known to me.
- \_\_\_ produced current Florida driver's license as identification.
- \_\_\_ produced current \_\_\_\_\_ as identification.

**(Notary Seal must be affixed)**

\_\_\_\_\_  
Signature of Notary Public  
\_\_\_\_\_  
Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

Approved as to form and legal sufficiency  
*[Signature]*  
By/Title: \_\_\_\_\_  
Date: 4/13/17

# EXHIBIT I

## SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF Housing Counseling Services

### 1. PURPOSE

The purpose of this Agreement is to provide housing counseling services via a HUD certified counseling agency to include first time homebuyer counseling and credit counseling/financial coaching to Escambia County citizens or, in the case of homebuyers, those wishing to purchase a home in Escambia County.

No income verifications or set asides are required through this allocation, but Agency is expected to collect income data as self-reported by the client. The current income limits are provided in Section 5 of this Exhibit. The County shall annually provide updated income eligibility guidelines for use by the Agency and its Contract Manager in carrying out the requirements of this Agreement.

### 2. SCOPE OF SERVICES AND OBJECTIVES

Agency shall provide the following services:

*ACTIVITY A: Eight (8) hour first time homebuyer pre-purchase classes.* The homebuyer classes must be available as an in-person class within Escambia County and offered for free to interested homebuyers. This agreement is expected to provide new classes to the public. A minimum of thirty (30) first time homebuyer classes must be provided during the term of this Agreement.

*ACTIVITY B: Credit counseling/financial coaching.* Individual credit counseling/financial coaching sessions to assist applicants with working toward the goal of purchasing a home by establishing or improving credit, creating a debt reduction plan, etc.

No funding may be used for direct assistance to a client.

This Agreement presumes that Project activities will proceed generally in accordance with SHIP Program requirements to ensure concurrent compliance with Florida Administrative Code (FAC) 67-37 as well as the County's Local Housing Assistance Plan. Agency shall comply with the specific requirements and objectives of the funding as offered by FHFC via National Mortgage Settlement funds through the Foreclosure Counseling Program.

### 3. BUDGET

The County agrees to make SHIP funds available to the Agency for the cost of implementing the Project. Such funds are allocated from **Escambia/Pensacola SHIP Program** funds in the amount of **\$44,018.00**. For first time homebuyer pre-purchase classes, funds will be provided at a rate of \$700 per class. For individual credit counseling/financial coaching sessions, funds will be provided at a rate of \$150 per initial client intake session and \$75 for each follow-up session. Minimal funds (not to exceed \$500) may be provided for supplies such as paper, postage, etc. in support of this activity and will be provided on a reimbursable basis.



The proposed budget is as follows:

ACTIVITY	UNITS	TOTAL BUDGET
HOMEBUYER CLASSES	30	\$21,000
CREDIT COUNSELING/FINANCIAL COACHING (INITIAL INTAKE @ \$150 PER CLIENT)	44	\$6,600
CREDIT COUNSELING/FINANCIAL COACHING (FOLLOW UP SESSION @ \$75 PER CLIENT)	215	\$16,125
SUPPLIES:		\$293
<b>GRAND TOTAL:</b>		<b>\$44,018</b>

Funds may be moved between line items upon written request from the Agency Contract Manager to the County Contract Manager.

4. PAYMENT SCHEDULE AND PROCEDURE

A. Payment will be made upon proof of the following performance requirements in accordance with each activity:

1. ACTIVITY A: HOMEBUYER CLASS

- a. Copy of class curriculum (initial submission and any subsequent revisions)
- b. Provision of dates/times classes to be offered each calendar year. 2017 class dates to be provided no later than 30 days after BCC approval of this agreement. 2018 class dates to be provided by November 15, 2017. 2019 class dates (if any) to be provided by November 15, 2018.
- c. Dated sign-in sheets for each class.

2. ACTIVITY B: CREDIT COUNSELING/FINANCIAL COACHING

- a. Verification of initial client intake and subsequent individual follow-up sessions.
- b. File notes regarding client progress toward credit score improvements, debt reduction, home purchase, etc.
- c. Initial income level as self-reported by client (to be collected at intake)

B. Payment requests shall be processed not more frequently than monthly. Following County (NED) review and approval, the Clerk of the Circuit Court/Finance Division shall, within fifteen (15) days of the receipt of the payment voucher, issue payment to Agency.

5. PROJECT EVALUATION, MONITORING AND REVIEW

The Project will be monitored continuously based upon the documentation submitted by the Agency. Additionally, the County will conduct a performance evaluation at six (6) month intervals as provided in paragraph 6.2 of the Agreement. The Agency shall provide Project related information to the County Contract Manager to assist with her review and will be responsible for compliance with the terms of this Agreement. Agency must annually provide verification of its status as a HUD certified counseling agency.

## 6. INCOME LIMITS

### **ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS**

#### **2016 INCOME GUIDELINES (SHIP Effective Date: March 28, 2016)**

<b># PERSONS IN FAMILY</b>	<b>EXTREMELY LOW INCOME</b>	<b>VERY LOW INCOME (50% OF MEDIAN)</b>	<b>LOW INCOME (80% OF MEDIAN)</b>	<b>MODERATE INCOME (120% OF MEDIAN)</b>
<b>1</b>	\$12,550	\$20,900	\$33,400	\$50,160
<b>2</b>	16,020	23,850	38,200	57,240
<b>3</b>	20,160	26,850	42,950	64,440
<b>4</b>	24,300	29,800	47,700	71,520
<b>5</b>	28,440	32,200	51,550	77,280
<b>6</b>	32,580	34,600	55,350	83,040
<b>7</b>	36,730	37,000	59,150	88,800
<b>8</b>	39,350*	39,350	63,000	94,440

*\*For HUD programs, the definition of extremely low income has been changed to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services, provided that this amount is not greater than the Section 8 50% very low income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.*

**THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD**

**EXHIBIT II**  
**Monthly Status and Financial Report**  
**(Sample Format)**  
**MONTHLY STATUS REPORT**  
**REPORT # \_\_\_\_\_**

<b>TO:</b>	<b>ESCAMBIA COUNTY, NEIGHBORHOOD ENTERPRISE DIVISION</b>
<b>FROM:</b>	
<b>DATE:</b>	
<b>PROJECT:</b>	
<b>MONTH:</b>	

**I. PROGRESS REPORT**

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN provided this quarter.

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B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE WITH HOMEBUYER COUNSELING AND THE HOMEBUYER CLASSES OFFERED.

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C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

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D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE DURING THE NEXT REPORTING PERIOD.

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**MONTHLY FINANCIAL REPORT**

<b>PROJECT:</b>	
<b>CONTRACT YR:</b>	
<b>MONTH:</b>	
<b>CONTRACT AMOUNT:</b>	\$

**EXPENDITURES:**

**COST**

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Total expenditures this period                      \$ \_\_\_\_\_

Remaining contract amount                            \$ \_\_\_\_\_

Balance end of this reporting period                \$ \_\_\_\_\_

**Comments**

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**I certify, that to the best of my knowledge, the financial and client data reported is true and correct.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Date**

**EXHIBIT III**

**CERTIFICATION OF RECEIPT  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM  
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37**, and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

SHIP Governance can be found online at:  
[http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/AppPage\\_ListPage.aspx?PageID=14](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?PageID=14)

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

SHIP Income Manual and Addendum can be found online at:  
<http://www.floridahousing.org/HousingPartners/LocalGovernments/>

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

COMMUNITY ENTERPRISE INVESTMENTS, INC.

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

Date: \_\_\_\_\_