

SHIP Administration – Agreement

This AGREEMENT is entered into by and between the Columbia County Board of County Commissioners (hereinafter referred to as County), and Suwannee River Economic Council, Inc. (hereinafter referred to as Contractor). This contract exists primarily to provide services to qualified recipients of the SHIP Program. The following outlines the covenants and agreements between the parties:

WHEREAS, the County requires services specific to administering the SHIP program; and


WHEREAS, the Contractor has expertise in the area required by County, and is willing to provide said services;

NOW THEREFORE, in consideration of the mutual promises set forth below, the above parties enter into this Agreement, and agree as follows:

1. Contractor agrees to perform the following services:
 - a. Perform all administrative requirements of the SHIP program including, but not limited to: client income verifications, home counseling, file retention, repair inspections, annual reporting.
 - b. Contractor will furnish County with reports, as requested by County in such form as required by County.
2. In consideration for services performed by Contractor as detailed in Paragraph 1, County agrees to pay Contractor 70% of the administration fee as allowed by the State of Florida. Also, County agrees to allow Contractor to receive the following Project Delivery Costs per client: **\$500** in the Emergency Repair, Purchase Assistance with Rehab, and Disaster Repair/Mitigation strategies as stated in the Local Housing Assistance Plan.
3. No amounts, other than those payable under Paragraph 2 above, shall be payable by County to Contractor. Contractor shall be liable for all other expenses, costs or amounts incurred in the performance of this agreement.
4. Contractor's obligation hereunder is to complete the services described above in Paragraph 1 and to meet any deadlines set forth therein.
5. County agrees that Contractor will be solely responsible for the performance of its duties under this contract.
6. Florida Single Audit Act Compliance: See Attachment A

7. Contractor warrants to County that the necessary licenses and insurance have been secured by Contractor for the performance of the services covered by this Agreement.
8. This agreement may not be assigned or transferred by Contractor.
9. The results of Contractor's services shall be subject to County's review and approval.
10. County and Contractor retain the right to terminate this Agreement with (7) seven days written notice, with or without cause.
11. All information obtained as it relates to clients of the program shall remain confidential to the extent allowed under Florida law.
12. This contract automatically renews each year on the anniversary date of the agreement, unless amendments are required, or in the event either party makes the decision to terminate the contract.
13. Any changes to this agreement must be in writing and signed by both parties.


(COUNTY SEAL)


Chairman, Board of County Commissioners
Columbia County

12-7-17
Date

ATTEST:


Clerk


Matt Pearson, Executive Director
Suwannee River Economic Council, Inc.

12/14/17
Date

Attachment A

The administration of resources awarded by the Florida Housing Finance Corporation to the Local Government may be subject to audits and/or monitoring by the Florida Housing Finance Corporation as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Florida Housing Finance Corporation staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Florida Housing Finance Corporation. In the event the Florida Housing Finance Corporation determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Florida Housing Finance Corporation staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Florida Housing Finance Corporation by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Housing Finance Corporation, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed above, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 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 \$500,000 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 nonstate 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).

REPORT SUBMISSION

1. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Florida Housing Finance Corporation at the following address:

Florida Housing Finance Corporation
227 North Bronough Street
Tallahassee, FL 32301
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
2. Any reports, management letter, or other information required to be submitted to the Florida Housing Finance Corporation pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Recipients, when submitting financial reporting packages to the Florida Housing Finance Corporation for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Florida Housing Finance Corporation or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Florida Housing Finance Corporation, or its designee, CFO, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Florida Housing Finance Corporation. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Project – State Housing Initiatives Partnership

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The recipient must comply with a specific law(s), rule(s), or regulation(s) that pertain to how the awarded resources must be used or how eligibility determinations are to be made.

NOTE: OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about State Projects included in Exhibit 1 be provided to the recipient.