

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/21/09

SUBJECT: Extension and modification of Agreement between the City of Port Orange and Mid Florida Housing Partnership, Inc. for services related to SHIP Program client file processing

DEPARTMENT: COMMUNITY DEVELOPMENT

RECOMMENDED MOTION: To approve, by Resolution No. 09-28, an extension and modification of Agreement between the City of Port Orange and Mid Florida Housing Partnership, Inc. in the amount of \$3,750.00.

SUMMARY

The agreement between the City and Mid Florida Housing Partnership, Inc. (MFHP) for services related to SHIP Program expired on March 31, 2009.

Staff recommends that an extension of this agreement be executed from April 1, 2009 to June 30, 2009. This short-term extension allows the City to align the agreement with the state's fiscal year, permitting both the City and MFHP to more appropriately report on expected outcomes according to SHIP program years. The attached acknowledgement, signed by MFHP indicates their willingness to extend their current agreement with the City from April 1, 2009 to June 30, 2009.

Upon expiration of this extension, the City will publish a request for quotes that appropriately complies with SHIP statute requiring a sponsor selection process.

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other Support Documents

DEPARTMENT HEAD Wayne Clark, Director Date 4.10.09
FOR WAYNE

FINANCE DEPARTMENT Approved as to Budget Requirements Date 4/16/09

CITY ATTORNEY Approved as to Form and Legality Date 4.10.09

CITY MANAGER Approved Agenda Item For: 4/21/09

COUNCIL ACTION: Approved as Recommended Disapproved
 Tabled Indefinitely Continued to Date Certain
 Approved with Modification:

RESOLUTION NO. 09 - 28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING AN EXTENSION AND MODIFICATION OF AGREEMENT BETWEEN THE CITY OF PORT ORANGE AND MID-FLORIDA HOUSING PARTNERSHIP, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Port Orange and Mid-Florida Housing Partnership, Inc., have an Agreement dated April 1, 2008 for services related to the State Housing Initiatives Program (SHIP); and

WHEREAS, this Agreement provides for payment for services rendered by Mid Florida Housing Partnership, Inc.; and

WHEREAS, this Agreement expired on March 31, 2009; and

WHEREAS, Mid Florida Housing Partnership, Inc. has agreed to a short term extension and modification of the existing Agreement to June 30, 2009, to allow time for a request for quotes to be published in compliance with applicable SHIP requirements and to align the Agreement term with the state's fiscal year, thereby facilitating more effective reporting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City of Port Orange hereby approves the extension and modification of the existing Agreement between the City and Mid Florida Housing Partnership, Inc. to June 30, 2009, as attached hereto as Exhibit A.

Section 2. This resolution shall become effective upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Kenneth W. Parker, City Manager

Adopted on the day of , 2009

Reviewed and Approved:



City Attorney

EXHIBIT A

**Extension and Modification
of
AGREEMENT OF SERVICES
BETWEEN
MID-FLORIDA HOUSING PARTNERSHIP, INC.
AND
CITY OF PORT ORANGE, FLORIDA**

This agreement is made and effective as of **April 1, 2009** in the amount of **Three Thousand Seven Hundred Fifty and no/100 dollars (\$3,750.00)** by and between the City of Port Orange, a municipal corporation and political subdivision of the State of Florida (the "City") and Mid Florida Housing Partnership, Inc., a Florida nonprofit corporation ("MFHP").

On April 1, 2008, the City and MFHP executed an Agreement of Services for a term of twelve (12) months through and including March 31, 2009.

Although expired, the City and MFHP mutually agreed, prior to the expiration date of the previous Agreement of Services, to extend the term until June 30, 2009 and modify the scope of services in an effort to more effectively track and report expected outcomes according to the State fiscal year and to effectively respond to the rapidly increasing number of foreclosures within the City.

Scope

MFHP agrees to the following performance measures for this extension Agreement:

Down Payment Assistance AND Owner Occupied Rehabilitation Programs activities	A minimum of seven (7) households assisted
Homebuyer Education Class	A minimum of one (1) class conducted
Foreclosure Prevention	A minimum of six (6) households assisted

This extension Agreement will utilize performance-based invoicing and will require MFHP to invoice for actual households closed/assisted and actual Homebuyer Education classes conducted where applicants have indicated intent to purchase a home in the City of Port Orange.

Indemnification

To the full extent permitted by law, MFHP shall indemnify and hold harmless, the City and its agents and employees from and against all claims, damage, loss, and expenses, including, but not limited to, attorney's fees, arising out of, or resulting from the performance of the Agreement by the City and MFHP.

EXHIBIT A

Termination

This Agreement may be terminated by either party, with or without cause, upon no less than sixty (60) days written notice delivered to the other party, or at the option of the City, immediately in the event that MFHP fails to fulfill any of the terms of this Agreement.

All other terms and conditions of that certain Agreement dated April 1, 2008 shall remain in full force and effect, except as modified herein.

Approved by the City of Port Orange, Florida this _____ day of _____, 2009.

WITNESSES:

**CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation**

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Attest: _____
Kenneth W. Parker, City Manager

Printed Name: _____

Date: _____

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Allen Green and Kenneth W. Parker, the Mayor and City Manager, respectively, duly authorized to execute the foregoing **EXTENSION AND MODIFICATION of AGREEMENT** on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who are personally known to me, or have produced _____ as identification.

Notary Public, State of Florida at Large
*Print or type or affix stamp with notary name
Commission and expiration date*



CITY OF PORT ORANGE

1100 CITY CENTER CIRCLE
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

March 16, 2009

Ms. Fran Gordon, Executive Director
Mid Florida Housing Partnership
1834 Mason Avenue
Daytona Beach, FL 32117

Re: Pro-rated Fee Agreement for April 1, 2009 through June 30, 2009

Dear Ms. Gordon:

Per our conversation at our meeting on Thursday, March 12, 2009, I am asking for your signature as confirmation of the fees and agreements made at that meeting.

1. In order to more appropriately track SHIP funding progress, it is agreed that a three month extension of the current agreement between the City of Port Orange and Mid Florida Housing Partnership is prudent. This extension will run from April 1, 2009 to June 30, 2009.

2. The following activities have been defined, along with their prorated fees:

Foreclosure Prevention activities	
At least 6 households financially assisted	\$ 750.00
Down Payment Assistance & Owner Occupied Rehabilitation Programs activities	
At least 7 households assisted	\$1 800.00
Homebuyer Education	<u>\$1 200.00</u>
	\$3 750.00

3. The extension agreement will utilize performance-based invoicing, with MFHP providing invoices for actual households closed/assisted, and actual Homebuyer Education classes conducted where applicants have indicated intent to purchase a home in Port Orange.

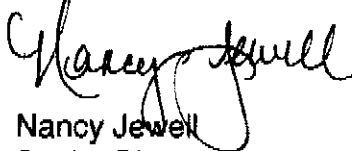
If you agree that these are the terms we discussed and agreed upon verbally at our meeting, please indicate your acceptance of these terms below. Upon

"Growing in Beauty and Opportunity"

receipt of this signed acknowledgement, I will begin the process of submitting this agreement to City Council for approval.

Thank you in advance for your prompt response to this letter. If you have any questions or comments, please call me at 506-5642 or email me at njewell@port-orange.org.

Sincerely,



Nancy Jewell
Senior Planner

I, Fran Gordon, Executive Director of Mid Florida Housing Partnership, Inc., do hereby acknowledge and agree that the terms outlined above are the exact terms discussed between myself and Nancy Jewell, Senior Planner for the City of Port Orange. I further acknowledge that upon receipt of this signed acknowledgement, the City will proceed with submission of an extension agreement between Mid Florida Housing Partnership, Inc. and the City of Port Orange for a term beginning April 1, 2009 and ending June 30, 2009.


Signature

3-20-09
Date

Francine Gordon
Printed Name

Executive Director
Title

**State Housing Initiative Partnership (SHIP)
Downpayment Closing Cost Affordable Housing Assistance**

**AGREEMENT OF SERVICES
BETWEEN
MID-FLORIDA HOUSING PARTNERSHIP, INC.
AND
CITY OF PORT ORANGE, FLORIDA**

This agreement is between the City of Port Orange, Florida, a chartered municipal corporation (the "City"), and the Mid-Florida Housing Partnership, Incorporated ("MFHP").

WHEREAS, the contact for the City of Port Orange, Florida under this agreement is Aaron Pool, SHIP Administrator, 1000 City Center Circle, Port Orange, Florida 32129, telephone: (386) 506-5640.

WHEREAS, the contact for Mid-Florida Housing Partnership, Incorporated under this agreement is Francine Gordon, Executive Director, MFHP, 1834 Mason Avenue, Daytona Beach, Florida 32117, telephone: (386) 274-4441.

WHEREAS, in the event any of the contact information changes, the other party shall be notified of such changes in writing, and

WHEREAS, to help the City implement the City of Port Orange, Florida's State Housing Initiative Partnership program, the parties agree as follows:

1. The agreement is effective April 1, 2008, for a term of twelve (12) months through and including March 31, 2009
2. MFHP shall provide the following services:
 - a. Pre-screen all City applicants for eligibility and participation in the City's SHIP program as it relates to downpayment/closing cost assistance, substantial housing rehabilitation assistance, and emergency housing

rehabilitation assistance. Prescreening also includes the review of the documents described in Exhibit A.

b. Provide Credit-Counseling Clinics for down payment applicants to assist in improving their creditworthiness.

c. Provide City applicants written (posted) notice of such Credit Counseling Clinics as to time and location, as well as written notice that attendance at a Clinic is a condition of participation in the City's SHIP program.

d. For down payment applicants, provide Community Homebuyer Program education classes, including agendas, instructional materials and teachers, on at least three (3) occasions over the contract term. Such classes will prepare the prospective homebuyer for the responsibilities of home ownership.

e. Provide City SHIP applicants written (posted) notice of such Community Homebuyer Program education classes as to time and location, as well as written notice that successful completion of the homeowner education course is a condition of participation in the City's SHIP program.

f. Conduct as least one (1) pre-qualification session per month for City applicants as funding allows.

g. Assist applicants from application intake to closing as provided in the attached Exhibit B.

h. Provide Post-Purchase counseling and education for SHIP assisted households.

3. The City shall assist MFHP by providing advertisements or public service announcements in local print and broadcast media to inform the public about the availability of the program benefits.

4. MFHP shall be paid no more than \$11,500 for twelve (12) months for the total consideration for the contract term payable in monthly increments of \$958.34 upon submission of an invoice that identifies the services MFHP provided during the month. If the invoice is in proper form, payment shall be made within thirty (30) days of receipt of the invoice. MFHP shall also report to the SHIP Administrator on the progress of MFHP in achieving program objectives.

5. Indemnification. To the full extent permitted by law, MFHP shall indemnify and hold harmless, the City and its agents and employees from and against all claims, damage, losses, and expenses, including, but not limited to, attorney's fees, arising out of, or resulting from the performance of the Agreement by the City and MFHP.

6. Termination. This Agreement may be terminated by either party, with or without cause, upon no less than sixty (60) days written notice delivered to the other party, or at the option of the City, immediately in the event that MFHP fails to fulfill any of the terms of this Agreement.

Approved by the City of Port Orange, Florida this 24 day of June, 2008.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Shirley M. Kelly
Printed Name: Shirley M. Kelly

By: Allen Green
Allen Green, Mayor

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

Shirley M. Kelly
Printed Name: Shirley M. Kelly

Attest: Kenneth W. Parker
Kenneth W. Parker, City Manager

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

Date: 6/24/08
(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24th day of June, 2008, by Allen Green and Kenneth W. Parker, the Mayor and City Manager, respectively, duly authorized to execute the foregoing SHIP AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [] are personally known to me, or [] have produced _____ as identification.

Alena J. Beltrich
Notary Public, State of Florida at Large
Print or type or affix stamp with notary name
Commission and expiration date

WITNESSES:

MID-FLORIDA HOUSING
PARTNERSHIP, INC.

Brenda Elton
Printed Name: Brenda ELTON

By: Francine Gordon
Francine Gordon, Executive Director

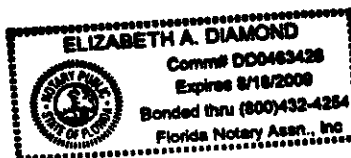
David Troxler
Printed Name: David Troxler

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by Francine Gordon, the Executive Director, of Mid-Florida Housing Partnership, Inc., duly authorized to execute the foregoing SHIP AGREEMENT on behalf of the corporation, and who are personally known to me, or have produced Florida Drivers license as identification.

Elizabeth A. Diamond
Notary Public, State of Florida at Large
Print or type or affix stamp with notary name
Commission and expiration date



APPROVED AS TO FORM:

A. Mark Emy
City Attorney

Date: 7/1/08



MID-FLORIDA HOUSING PARTNERSHIP

INC. 1834 Maxon Ave. • Daytona Beach, FL 32117 • Phone (386) 274-4441 • Fax (386) 274-1415 • e-mail: fhpp@hollisouth.net

WHAT TO BRING TO YOUR PRE-QUALIFICATION APPOINTMENT

1. Complete copies of the last two (2) years of signed Tax Returns and W-2's
2. Current pay stubs for one full month
3. Name and addresses for all current Employers
4. Current three months bank statements on all accounts
5. Current asset statements for 401K, Mutual funds, IRA, Stocks, Bonds, etc.
6. Proof of other Income documentation (child support, social security, VA benefits, retirement, pension and other benefits)
7. Copy of original Court Order for child support documents along with any or all modifications
8. Original child support payment history print out from Clerk of the Court
9. Original child support Certificate of Non-payment from Clerk of the Court
10. Proof of documentation that child support was pursued in trying to receive it, such as: contempt of court papers, suspended license, jail time, etc.
11. A complete copy of Divorce Decree Marital Settlement agreement
12. Copies of Birth Certificates for all children residing in the household
13. A complete copy of Bankruptcy papers with discharge Letter
14. Copy (s) of Social Security numbers of all household members
15. Copy (s) of Driver Licenses for all household adults members
16. Landlord names and addresses for the last two years
17. Landlord's written reference Letters for last two years
18. If self-employed, last two years of Tax Returns with all attached schedules, current year to date profit/loss for the Business
19. Copy (s) Homeowner class Certificate

Please bring all necessary documentation to your scheduled appointment, otherwise your application will be delayed for further processing.

For an appointment, please contact Mylene Valderrama at 386-274-4441 ext. 303 or 1-800-644-6125. If you cannot make the appointment please contact us.

If you are under contract, please bring: Purchase contract, Good Faith Estimate and information of your Lender, Realtor/Builder.

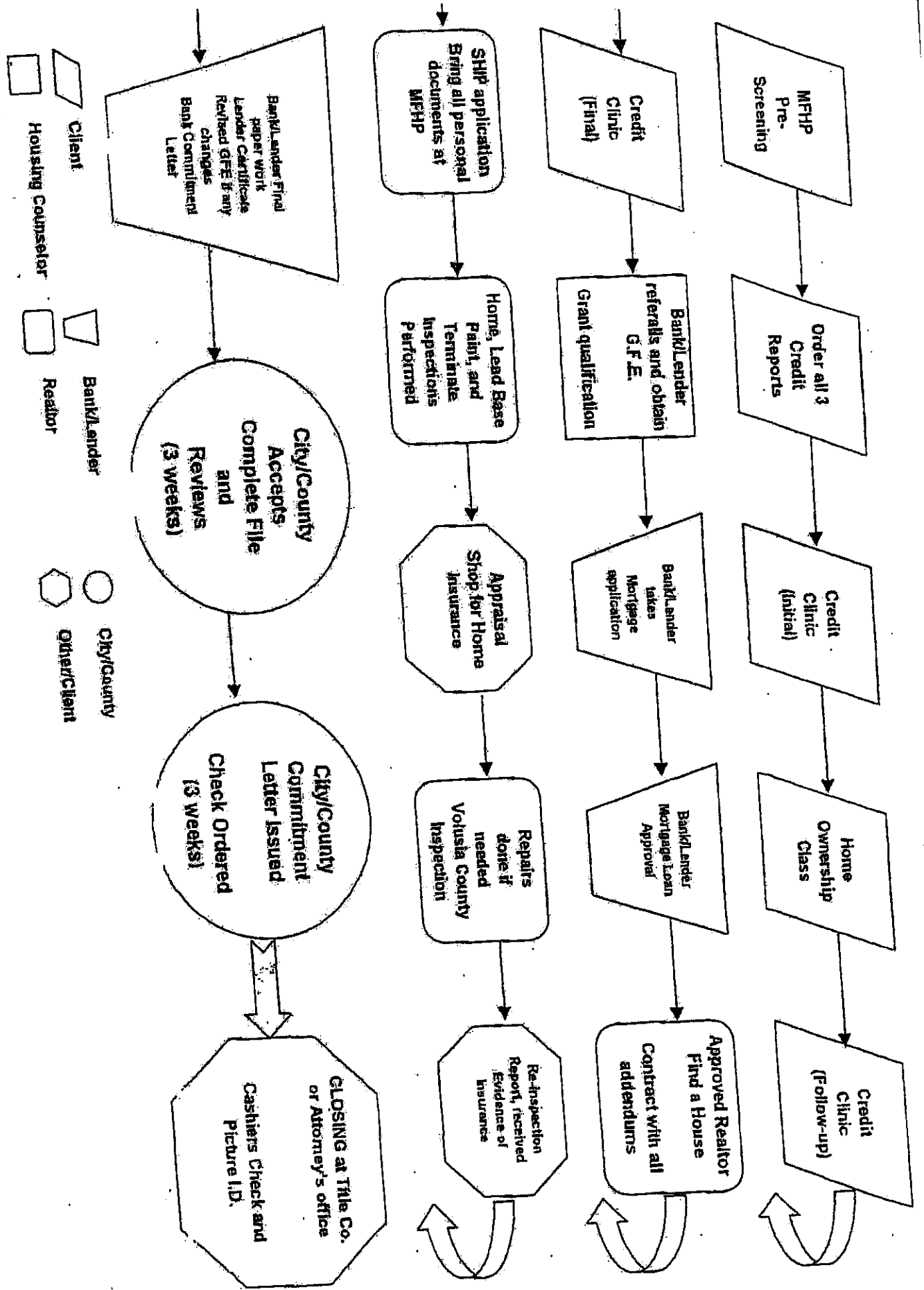


EXHIBIT B

The Process

- Intake
- Credit Counseling
- Review of Income
- Home Buyer Education
- Pre-Approval for home mortgage
- Verification of All Income & Confirmation of Buying Power
- Contract for a home
- Home Inspection
- SHIP Application Appointment (expires after 120 days from the verification date)
- Shop for Homeowners Insurance
- SHIP Processing & Appraisal & Final Lender Approval
- Complete Package to City or County
- Package Review and 'In House' Inspection
- SHIP Commitment Letter
- Closing Statement Review and Approval
- Pre-closing Consultation
- Closing