**Memorandum of Agreement for Housing Services**

This Memorandum of Agreement for Housing Services (the “MOA”) is entered into as of this Enter Day day of Enter Month, Enter Year, (date) between Click here to enter text (the “Owner”) and Click here to enter text, (the Community-based Care Lead Agency).

RECITALS:

A. In response to Florida Housing Finance Corporation’s (“the Corporation”) REQUEST FOR APPLICATION # Enter RFA # the Owner obtained funding for the development of an affordable housing Development located in Enter County COUNTY, Florida known as Enter Development Name PROPERTY NAME (the “Development”) and consisting of Enter # # APARTMENT UNITS.

B. Owner committed to set-aside Enter # of units, which is ten percent of the total units in the Development, for “Youth Aging Out of Foster Care” as defined by the Corporation in 67-48.002(118) f.a.c. The ten percent of the total units must be set aside as Extremely Low Income (ELI) units. The requirement to set aside units as ELI units refers to the ELI AMI level for the county where the proposed Development is located.

C. The Owner desires to engage the services of the Community-based Care Lead Agency (Lead Agency) as more particularly described herein in connection with the persons aging out of foster care at the Development and in working with the community’s supportive service providers to find eligible tenants.

D. The MOA will describe roles and responsibilities of each party to ensure that the set-aside units and supportive services are provided to these youth, assisting in successful transitions to stable housing. The Lead Agency will provide the Development with referrals from their pool of eligible youth.

Accordingly, the parties agree as follows:

1. Contract Form. This MOA in intended to constitute the entire agreement between the parties and they intend this MOA to be binding upon the parties in the absence of any other agreement. Amendments to this agreement must be reviewed and approved by the Corporation.

2. Youth Aging Out of Foster Care Candidates. The parties agree that households qualifying for the units in the Development should be (i) receiving community-based supportive services at the time of the referral; (ii) prepared to live in an independent living environment; and (iii) able to pay the determined rent and other costs for the available ELI unit. The parties acknowledge that some of these households may require regular and long-term community-based supportive services during their tenancy, while others may need only temporary or short-term support to address a situational crisis or to receive assistance to regain independence and stability.

3. It is understood that all prospective Youth Aging Out Of Foster Care candidates will be bound by the Development’s residential application process, rules, regulations and lease provisions, and the applicable sections of Section 42 of the Internal Revenue Code, as well as any Corporation regulations or criteria as they apply to the processing, approval and lease terms of prospective and existing residents.

4. Lead Agency’s Responsibilities. The Lead Agency shall be responsible for providing the following services at the Development (collectively, the “Services”):

1. Develop and maintain a list of eligible Youth Aging Out of Foster Care households interested in applying for reserved units as they become available;
2. Be knowledgeable and informed about the specific property’s rents and related costs, household income limits or restrictions, resident rights and responsibilities, the resident application process, as well as the information and documents the household will need when applying for the reserved unit. The Lead Agency will pre-screen households that are suitable for tenancy based on this information;
3. Designate a point of contact to receive notices from the Owner/Management when there is a reserved unit available;
4. Work with the Development during the leasing and occupancy period to refer Youth Aging Out of Foster Care;
5. Upon notification that a reserved unit is available, select the Youth Aging Out of Foster Care household at the top of the list waiting for that unit type;
6. Coordinate the first contact between the selected household and the Development within a timely manner;
7. Assist in addressing appropriate application or tenancy issues or concerns by the Owner and/or household if the concerns or issues are not able to be adequately resolved or handled by the primary parties;
8. Provide or ensure that the Owner/Management receives the required documentation of the Youth Aging Out of Foster Care pursuant to applicable compliance requirements established by the Corporation;
9. Become knowledgeable about the specific property’s process for Reasonable Accommodation under the federal Fair Housing Act and assist referred the household with requesting a Reasonable Accommodation if applicable.

5. Owner’s Responsibilities. The Owner (or the Management under a management agreement with the Owner) shall be responsible for the following:

1. Holding the specified percentage of units available for Youth Aging Out of Foster Care households that are sent to the property by the Lead Agency. The reserved unit vacancies must be held open for referrals for at least a period of 30 calendar days starting from the date the unit is vacant and ready to lease. The Owner must notify the Lead Agency that the reserved unit is available on or before the unit becomes vacant and ready to lease.

If a Youth Aging Out of Foster Care referral is denied, Owner must notify the Lead Agency when that denial is made and continue to hold the reserved unit available to allow the Lead Agency to make referrals within the 30 calendar day-hold period.

1. Notifying the Lead Agency as to the outcome of applications for the set-aside units and consider requests for Reasonable Accommodations for those not accepted.
2. Working with Lead Agency to coordinate the first contact with the Youth Aging Out of Foster Care household and to initiate the application process;
3. Designating a point person on-site at the Development to send notice of unit availability to the designated point person from the Lead Agency and to work with the Lead Agency during the leasing and occupancy period for all referred residents.

Employ and maintain a communications plan between Management and Lead Agency that will accommodate staff turnover and assure continuing linkages for the duration of the compliance period.

1. Collaborating with the Lead Agency as appropriate and applicable, to address the household’s needs for assistance at application;
2. Notifying the Lead Agency regarding anticipated and actual vacancies in the set-aside units, as described below in #6 “Availability of ELI Units.”
3. Notifying the Lead Agency, in a timely manner, of issues or concerns that may adversely affect the tenancy of the household;
4. Contacting Lead Agency if there are any issues or concerns that have not been satisfactorily resolved with the household.
5. Informing the Lead Agency about the property and unit characteristics and features, rents and related costs, household income limits or restrictions, resident rights and responsibilities, the resident application process, as well as the information and documents each household will need when applying for the reserved unit.

6. Availability of ELI Units

1. Unit vacancies for the reserved units must be held open for referrals for a period of at least 30 calendar days starting from the date the unit is vacant and ready to lease. The Owner must notify the Lead Agency(s) that the set-aside unit t is available on or before the unit becomes vacant and ready to lease.
2. Leasing Activity (Lease-up and Pre-leasing): During leasing activity, the Development owner shall make all units available for the intended residents, referred by the Lead Agency, until the Development’s Youth Aging Out of Foster Care set-aside requirement has been met. If the Development has not met its set-aside unit requirement by the passing of 30 days after the last unit is actually available for occupancy, the Development owner may lease the units to any eligible household.
3. If an owner notifies a Lead Agency that a unit is available and the Lead Agency does not respond, the owner shall contact the Lead Agency at least three (3) times, at intervals of no less than seven (7) Calendar Days, during the 30-day period after the initial notice of unit availability was sent to the Lead Agency. The owner shall document all notification activity on a communication tracking log.
4. The owner shall notify the Lead Agency regarding the outcome of each referral within one (1) business day after a determination is made regarding the household’s eligibility to occupy the available unit.
5. If a referral does not result in occupancy by the referred household, the 30-day holding period shall continue to allow the Lead Agency the opportunity to refer another household. The owner shall follow up with the Lead Agency at intervals of no less than seven (7) Calendar Days during the remainder of the 30-day holding period. The owner shall document all notification activity on its communication tracking log.
6. The Owner is responsible for contacting the Lead Agency ninety calendar (90) days prior to the anticipated issuance of the first certificate of occupancy for any building in the development or by the commencement of pre-leasing, whichever comes first. This is to ensure that the Owner/Mgt. entity is in contact with proper Lead Agency staff and both parties to the MOA have an understanding with the roles and responsibilities as outlined in this MOA.
7. If the Development is an Acquisition/Rehabilitation development in which the Development is occupied at the time of closing, all ELI units that become available must be prioritized for Youth Aging Out of Foster Care referrals until the minimum set-aside requirements have been met.

7. Term of Services.

1. This MOA shall continue on an annual basis from the date of execution unless either party provides notice of non-renewal to the other within thirty (30) calendar days prior to expiration. The Corporation must be contacted and approve any non-renewals.
2. The Corporation may require the Owner to amend the MOA if that partnership is not effective in meeting the intent of the Set-Aside Requirement. Upon approval by the Corporation, the MOA may be amended to provide for referrals to be made by providers in the Lead Agency’s service delivery network, rather than directly by the Lead Agency.

8. Representations and Warranties. Lead Agency represents and warrants that it is capable and qualified of performing under the terms and conditions of this MOA and shall maintain the appropriate designations and certifications to perform its functions under this MOA in the jurisdiction where the Development is located.

If to Owner: Name Click here to enter text

Address Click here to enter text

City State Zip Click here to enter text

Attention: Click here to enter text

Phone Click here to enter text

Email Click here to enter text

If to Lead Agency: Name Click here to enter text

Address Click here to enter text

City State Zip Click here to enter text

Attention: Click here to enter text

Phone Click here to enter text

Email Click here to enter text

9. Governing Law. All agreements set forth herein between Owner and Lead Agency shall be construed in accord with and governed by the laws of the State of Florida and the United States of America and the County and/or City in which the Development is located.

THIS MEMORANDUM OF UNDERSTANDING FOR HOUSING SERVICES is agreed to upon the date first written above between:

OWNER:

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

Signature

Name: Click here to enter text

Title: Click here to enter text

LEAD AGENCY:

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

Signature

Name: Click here to enter text

Title: Click here to enter text