

**Memorandum of Understanding for Agency Partnerships
Community-based Support Services**

This Memorandum of Understanding for Support Services (the “MOU”) 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 “Agency”).

RECITALS:

- A. In response to Florida Housing Finance Corporation’s (“the Corporation”) REQUEST FOR APPLICATION # [Enter Application #](#) the Owner obtained funding for the development of an affordable housing Development located in [Enter County](#). COUNTY, Florida known as [Enter Development Name](#). (the “Development”) and consisting of [Enter #](#). APARTMENT UNITS.
- B. Owner committed to enter into a partnership with appropriate agency(ies) serving the residents in the area near the military installation of [Enter name of military installation](#).
- C. The Corporation has determined that the households residing in the Development would benefit from support services from one or more community-based service providers so that stable, adequate and safe housing is maintained in the community.
- D. The Owner desires to engage the Agency’s services as more particularly described herein in connection with the households at the Development. The Agency shall provide the Development with referrals from their pool of eligible households and/or coordinate with the Development regarding services provided by the Agency or another provider within the Agency’s network.

Accordingly the parties agree as follows:

1. Contract Form. This MOU in intended to constitute the entire agreement between the parties and they intend this MOU 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. Acknowledgements. The parties agree that the identified demographic(s) for the Development will benefit from support services provided by the Agency and agree to the following:
 - a) The parties acknowledge that some of the households may require community-based support services during their tenancy to address a situational crisis or to receive assistance to regain independence and stability.
 - b) It is understood that all prospective residents 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.

3. Agency's Responsibilities. The Agency shall be responsible for providing the following services at the Development (collectively, the "Community-based Support Services"):
 - a) 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.
 - b) Designate a point of contact to receive notices from the Owner/Management when there is a reserved unit available.
 - c) Work with the Development during the leasing and occupancy period to refer appropriate residents from the Agency's pool of eligible households.
 - d) Upon notification that a reserved unit is available, select the household at the top of the list waiting for that unit type.
 - e) Coordinate the first contact between the selected household and the Development within a timely manner.
 - f) Assist in addressing appropriate application or tenancy issues or concerns by the Owner/Management and/or household if the concerns or issues are not able to be adequately resolved or handled by the primary parties.
 - g) Assist the household with required documentation pursuant to applicable compliance requirements established by the Owner/Management and by the Corporation.
 - h) Become knowledgeable about the specific property's process for Reasonable Accommodation under the federal Fair Housing Act and assist referred household with requesting a Reasonable Accommodation if applicable.

4. Owner's Responsibilities. The Owner (or the Management under a management agreement with the Owner) shall be responsible for the following:
 - a) Notifying the Agency as to the disposition of applications for units and consider requests for Reasonable Accommodations for those not accepted.
 - b) Working with the Agency to coordinate the first contact with the household and to initiate the application process.
 - c) Designating a point person on-site at the Development to send notice of unit availability to the designated point person from the Agency and to work with the Agency during the leasing and occupancy period for all referred residents.

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

- d) Collaborating with the Referral as appropriate and applicable, to address the household's needs for assistance at application.
 - e) Notifying the Agency regarding anticipated and actual vacancies.
 - f) Notifying the Agency, in a timely manner, of issues or concerns that may adversely affect the tenancy of the household.
 - g) Contacting Agency if there are any issues or concerns that have not been satisfactorily resolved with the household.
 - h) Informing the 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.
 - i) Developing and maintaining a written policy and procedures information document to be given to the Agency that describes the procedures to be used to help referred households apply for, get accepted, and maintain tenancy in the unit. Owner shall inform the Agency of any changes in these procedures. Owner shall include a section on Reasonable Accommodation under the federal Fair Housing Act in this document and the property's process for applying for a Reasonable Accommodation.
5. Roles and Responsibilities for Agency Partnerships in Units Serving Veterans Experiencing Homelessness
- a) Developments must set aside the greater of 5 units or 5 percent of the total units are Veterans Experiencing Homelessness. These units are called "Reserved Units."
 - b) All the information contained in sections 1-9 in this MOU, including this section 5 (a-i), also apply to the Reserved Units set-aside for Veterans Experiencing Homelessness.
 - c) All Reserved Units must be set-aside as Extremely Low-Income (ELI) units.
 - d) 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 Agency that the Reserved Unit is available on or before the unit becomes vacant and ready to lease.
 - e) Leasing Activity (Lease-up and Pre-leasing): During leasing activity, the Development Owner shall make all units available for the Veterans Experiencing Homelessness, referred by the Agency, until the Development's 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.
 - f) If an Owner notifies an Agency that a unit is available and the Agency does not respond, the Owner shall contact the 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 Agency. The Owner shall document all notification activity on a Reserved Units Communication Tracking Log.

- g) The Owner shall notify the 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.
- h) If a referral does not result in occupancy by the referred household, the 30-day holding period shall continue to allow the Agency the opportunity to refer another household. The Owner shall follow up with the 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 Reserved Units Communication Tracking Log.
- i) The Owner is responsible for contacting the Agency and the Corporation 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 Agency staff and both parties to the MOU have an understanding with the roles and responsibilities as outlined in this MOU.
- j) 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 Veterans Experiencing Homelessness, referrals until the minimum set-aside requirements have been met.

6. Process for Termination of MOUs

- a) When an Owner intends to terminate an MOU, the Owner must submit to the Corporation a new approved, executed MOU with a new Agency before the Owner terminates the prior MOU. The Owner must obtain approval from the Corporation for a new MOU executed with another before termination of the prior MOU may become effective. **Owner must contact the Corporation by email at the following email address: _____.**
- b) The Corporation may require the Owner to terminate an MOU with an Agency if that partnership is not effective in meeting the intent of the Reserved Unit Set-Aside Requirement. The Owner shall execute another MOU with a new Agency and must obtain approval from the Corporation before execution of the MOU. **Owner must contact the Corporation by email at the following email address: _____**
- c) When an Agency notifies the Owner of its intent to terminate an MOU, the Owner shall notify the Corporation of the MOU termination by email, **at _____**, within five (5) calendar days of receiving the notification from the Agency. The Owner shall then select another Agency for the Development's County and obtain approval from the Corporation for the MOU executed with the new Agency no later than 45 calendar days after receipt of notification from the prior Agency of its intent to terminate the MOU.

7. Term of Services

- a) This MOU 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. If the MOU is not to be renewed, Owner must notify the Corporation by email at the following email address: [REDACTED]. Owner must immediately begin execution of a new MOU with a Corporation-designated Agency. The process for the Owner to execute a new MOU shall be followed as stated in Section 6. above.
- b) If the Agency fails to adequately provide the services outlined in this MOU, Owner may terminate this MOU by providing written notice to Agency as set forth above, and before such termination becomes effective, to immediately seek services from such other agency providers deemed acceptable to the Corporation. The process for the Owner to execute a new MOU shall be followed as stated in Section 6. above.
- c) If Agency elects to terminate the agreement for any reason, Owner may immediately seek services from such other agency providers deemed acceptable to the Corporation. The Corporation must be notified of the termination. The Owner must notify the Corporation by email at the following email address: [REDACTED].

8. Representations and Warranties. Referral Agency represents and warrants that it is capable and qualified of performing under the terms and conditions of this MOU, and shall maintain the appropriate designations and certifications to perform its functions under this MOU 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 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 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 SUPPORT 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.](#)

AGENCY:

By: _____
Signature

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

