

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (AGREEMENT), is made and entered into as of the date of last signature below (“Effective Date”), by and between Leon County, Florida, a charter county and a political subdivision of the State of Florida (the “County”) and the Housing Finance Authority of Leon County, a local government body, corporate and politic (the “HFA”). The County and HFA may be referenced herein individually as (“Party”) or collectively as (“the Parties”).

WHEREAS, the County is dedicated to promoting, maintaining, and providing safe, sanitary, and affordable homes for low to moderate-income citizens of Leon County; and

WHEREAS, on June 10, 1980 the Leon County Board of County Commissioners (the “Board”) adopted Ordinance No. 80-39, creating the HFA pursuant to Chapter 159, Part IV, Florida Statutes (the Florida Housing Finance Authority Law) and as most recently amended by Ordinance No. 2017-02 adopted on February 7, 2017; and

WHEREAS, the HFA functions to alleviate a shortage of affordable housing and investment capital for residents in Tallahassee-Leon County; and

WHEREAS, the HFA encourages investment by private enterprises and stimulates construction and rehabilitation of housing through use of public financing and the provision of low-cost loans to purchase affordable housing; and

WHEREAS, the Parties have expressed a mutual commitment to the coordination and collaboration of affordable housing efforts in the community.

NOW THEREFORE, the Parties agree to the following:

1. Purpose and Objective. The purpose of this Agreement is for the coordination and collaboration of affordable housing efforts between the Parties.
2. Definitions.
 - a. HFA-Accepted Parcels: County-owned parcels that have been deemed suitable for affordable housing in accordance with the County’s Real Estate Policy and presented to and accepted by the HFA for cooperation in the sale or lease.
 - b. Housing Programs: County-adopted programs or HFA-adopted programs that provide financial and/or support to low-income residents for affordable housing.
3. Scope of County Responsibilities.
 - a. Administration of Programs. The County will administer programs adopted by the HFA that seek to address the affordable housing needs of residents in Leon

County at no administrative cost to the HFA in accordance with the HFA Local Housing Assistance Plan dated July 8, 2014 (“HFA LHAP”), as amended.

i. Programs will include the following:

1. HFA Emergency Housing Repair Program; and
2. Other programs agreed upon by both the Parties.

ii. Programs will be administered by accomplishing the following:

1. Determine client eligibility;
2. Assess home rehabilitation needs;
3. Solicit bids for housing rehabilitation services;
4. Complete any required agreements with clients or contractors;
5. Monitor the work of contractors; and
6. Process invoices.

iii. With respect to the Emergency Housing Repair Program, the County will:

1. Ensure that the HFA Emergency Housing Repair Program is administered consistently with the Emergency Housing Repair Strategy as set forth in the HFA LHAP, including the maximum amounts referenced therein.
2. Ensure that all funding recipients do not exceed income thresholds applicable to receive funding under the State Housing Initiatives Partnership program authorized pursuant to Chapter 420, Part VII, Florida Statutes.
3. Provide the HFA a monthly report in the form attached hereto as Exhibit A.

b. Maintenance of Records.

i. The County will maintain the records of the programs that it administers on behalf of the HFA. The records will include:

1. The name of clients served,
2. Name of all vendors utilized for each project,
3. The total amount of funds utilized for each project including HFA and funds from other sources,
4. The date each project started and the date the project was completed,
5. The number of applicants seeking funding, and
6. The types of services requested.

4. Scope of HFA Responsibilities.

a. Administration of Programs. The HFA, in mutual agreement with the County, will decide the HFA programs that will be administered by the County no later than June 1 prior to the start of each fiscal year.

9. Employee Designation. All employees of the County involved in carrying out the obligations of the County under this Agreement remain employees of the County and are subject to the County's personnel rules and regulations therein.
10. Required Information. The Parties agree to provide each other any information necessary to complete their respective obligations.
11. County Staff. The utilization of County resources, including staff, will be authorized only for projects that are directly associated with the responsibilities of the County.
12. Term. The term of this Agreement (the "Term") will commence on the Effective Date, and will be for a term of three (3) years. This Agreement may be renewed for additional three year terms upon mutual agreement by the Parties of the satisfaction of performance of both Parties, unless the Agreement is terminated earlier pursuant to the terms of this Agreement.
13. Termination. Either the HFA or the County may terminate this Agreement without cause by giving at least thirty (30) calendar days written notice to the other party.
14. Audits, Records and Records Retention. The HFA agrees to establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds. The HFA further agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records will be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. The County or any of its duly authorized representatives will have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the HFA, involving transactions relating to this Agreement. Upon completion or termination of this Agreement, and at the request of the County, the HFA will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph b above
15. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any actions brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.
16. Several Liability. Liability of the Parties will be several and not joint, and in no event will a party have any liability with respect to the acts or omissions of any other party to this Agreement.

17. Amendment. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement will be in writing and fully executed by the Parties.

18. Notice. If written notice is required in this Agreement, such notice shall be given by hand-delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested as follows:

To the County as follows:

To the HFA as follows:

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IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Agreement as of the date last written below.

Leon County, Florida

**Housing Finance Authority of Leon
County**

Vincent S. Long, County Administrator

Tom Lewis, Chairman

ATTESTED BY:

Gwendolyn Marshall, Clerk of Court &
Comptroller, Leon County, Florida

Jeffrey Sharkey, Secretary
Housing Finance Authority of Leon County

AS APPROVED TO FORM:

Herbert W.A. Thiele, County Attorney

Mark T. Mustian, Attorney
Housing Finance Authority of Leon County

EXHIBIT A

HFA Emergency Repairs Program Report

Date: _____

Application/ Designation Date	First Name	Last Name	Income	Address	Status¹	Project Description	Date Work Performed	Date Vendor Paid/Project Closed	Actual Expenditure To Date	HFA Emergency Repair Allocated	Notes
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