

**MEMORANDUM OF UNDERSTANDING BETWEEN  
LEON COUNTY, FLORIDA AND HOUSING FINANCE AUTHORITY OF LEON  
COUNTY ON THE COORDINATION AND COLLABORATION OF AFFORDABLE  
HOUSING EFFORTS**

This Memorandum of Understanding (MOU) is 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:

- I.     Scope: This MOU is for the coordination and collaboration of affordable housing efforts between the Parties.
- II.    Definitions and Terms
  - 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.

### **III. Responsibilities of the County**

- A. 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.
  1. The County will administer programs as follows:
    - a. Determine client eligibility;
    - b. Assess home rehabilitation needs;
    - c. Solicit bids for housing rehabilitation services;
    - d. Complete any required agreements with clients or contractors;
    - e. Monitor the work of contractors; and
    - f. Process invoices.
  2. The programs will include:
    - a. HFA Emergency Housing Repair Program; and
    - b. Other programs agreed upon by both the Parties.
  3. With respect to the Emergency Housing Repair Program, the County must:
    - a. Ensure that the HFA Emergency Housing Repair Program must be consistent with the description of the Emergency Housing Repair Strategy as set forth in the HFA LHAP, including the maximum amount referenced therein.
    - b. 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.
  4. The County must provide the HFA a description of the intake and processing of requests for funding under the HFA Emergency Housing Repair Program.
  5. In the event an award is made under the HFA Emergency Housing Repair Program that is not in compliance with the HFA Local Housing Assistance Plan, the County agrees to fund, from other sources, an amount corresponding to the award to be used for other emergency housing repair.
  6. The County must provide the HFA a monthly report in the form attached hereto as Exhibit A.
- B. The County must maintain the records of the programs that it administers on behalf of the HFA. The records must include:
  1. The name of clients,
  2. Any vendors utilized for a project,

3. The amount of funding utilized for project including HFA and other sources,
4. The date a project started and the date the project was completed,
5. The number of applicants seeking funding, and
6. The types of services requested.

IV. Responsibilities of HFA

- A. The HFA will adopt a budget for HFA programs administered by the County prior to the start of each fiscal year.
- B. The HFA will, based on its adopted budget and upon specific designation by the HFA for a given program, advance funds to the County semi-annually for HFA programs administered by the County. The County will retain unencumbered funds at the end of a fiscal year; however, the unencumbered amount must be subtracted from the semi-annual funding for the subsequent fiscal year. For fiscal year 2018, the HFA has specifically designated as of the Effective Date of this MOU, a total amount of \$13,648.57, including the \$2,250 already committed by the County, for the Emergency Housing Repair Program.
- C. Prior to the start of the fiscal year, the HFA may choose to have the County not administer any previously administered HFA Programs, including the HFA Emergency Housing Repair Program. If the HFA decides not to have the County administer any previously administered programs, any funds previously paid by the HFA to the County but not spent for their designated purpose will be returned to the HFA.

V. Affordable Housing Parcels

- A. In accordance with County Real Estate Policy, No. 16-5 (Real Estate Policy), as amended, the HFA and the County will cooperate in the sale or lease of any HFA-Accepted Parcels.
  1. For each HFA-Accepted Parcel, the County and the HFA will execute a term sheet setting forth:
    - a. The payment, if any, and the use of funds requested from the HFA.
    - b. The process and timeline for selling the property.
    - c. Any conditions regarding the sale, including the nature of subsequent use and ownership.
- B. All activity and action for the disposition of affordable housing parcels will be in accordance with Article 11 of the Real Estate Policy.

**VI.** Partnerships

- A. The HFA will serve as strategic and financial partner with the County for the engagements listed below. Annual funding will be determined in advance by the HFA.
  - 1. The Leon County Annual Home Expo.
  - 2. The Leon County 9/11 Day of Service.
  - 3. Promotion of all County and HFA Housing Programs and Services.
- B. Any HFA budgeted amounts not expended at the end of each fiscal year will be retained by the HFA and applied pursuant to its following year's adopted budget.

**VII.** Correspondence

- A. The County's Housing Division address will serve as the physical address of the HFA. Any correspondence addressed to the HFA will be received by the County's Housing Division and provided to the HFA.

**VIII.** Required Information

- A. The Parties agree to provide each other any information necessary in completion of their obligations.

**IX.** Term/Termination

- A. This MOU will be for a term of three years ("the Term") commencing on the Effective Date. This MOU automatically renews at the end of each term for a period of three years unless either party gives notice of intent to terminate in writing. This MOU may be terminated without cause by either party upon written notice to the other party.
- X. All notices required under this Agreement must be given to the Parties at the addresses specified below or at such other place as the Parties may designate in writing. All notices must be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery.

Notice to Contractor: Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice to the County: Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

XI. Audits, Records, And Records Retention

A. The HFA agrees:

1. 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.
2. To retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this MOU for a period of five (5) years after termination of the MOU, 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 MOU.
3. Upon completion or termination of the MOU, 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.

XII. Several Liability

A. 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 MOU.

XIII. Amendment

A. This MOU may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.

IN WITNESS WHEREOF, each Party has caused this MOU to be executed by its duly authorized representative as of the date last below written.

**For Leon County, Florida**

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Vincent S. Long, County Administrator

ATTESTED BY:

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

AS APPROVED TO FORM:

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Herbert W.A. Thiele, County Attorney

**For Housing Finance Authority of Leon  
County**

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Mike Rogers, Chairman

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Jeffrey Sharkey, Secretary  
Housing Finance Authority of Leon County

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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	Status <sup>1</sup>	Project Description	Date Work Performed	Date Vendor Paid/Project Closed	Actual Expenditure To Date	HFA Emergency Repair Allocated	Notes
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