

FIRST ADDENDUM TO THE INTERLOCAL AGREEMENT

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

WHEREAS, the HFA was created pursuant to Chapter 159.604, Florida Statutes, and Ordinance Number 80-39, with the purpose of alleviating the shortage of affordable housing and investment capital for County residents who meet specific income qualifications; and

WHEREAS, Ordinance No. 80-39 was amended by Ordinance No. 17-02 and Resolution No. 17-02 to provide the HFA autonomy to approve its own budget, contracts and policies; and

WHEREAS, on May 22, 2018, the Parties entered into an Interlocal Agreement to memorialize the continued partnership between the Parties as it relates to affordable housing within Leon County and to set forth the duties of each party; and

WHEREAS, the Parties agree to amend the Interlocal Agreement to remove the County’s quarterly reporting, expenditure plan and concurrence obligations regarding funds recaptured from the Down Payment Assistance Loans set forth in Paragraph 5(a) of the Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree to amend the Interlocal Agreement as follows:

1. Paragraph 5 (a) shall be amended to read as follows;
 - a. Coordination on the Investment of DPA Loans. The Parties agree to coordinate and collaborate on the investment of any funds that may be recaptured from the Down Payment Assistance Loans issued during the period of October 1, 1998 through September 30, 2008 attached as in Exhibit B (the "Exhibit B DPA Loans") for housing rehabilitation and other strategies provided in the County’s SHIP-LHAP and in accordance with SHIP criteria. ~~The County will provide the HFA, at minimum, quarterly updates regarding funds recaptured from Exhibit B DPA Loans and will submit a plan for expenditure for the same to the HFA, which expenditure will be subject to concurrence by the HFA.~~
2. Except as stated herein, all other terms and conditions set forth herein shall remain in full force and effect.

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

Date:_____

Date:_____

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