

**INTERLOCAL AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
THE CITY OF LEESBURG  
FOR  
HOMEBUYER SERVICES  
RSQ #08-0231**

This is an Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and the City of Leesburg, a Florida municipality, its successors and assigns, hereinafter referred to as CITY. The term CITY shall include the City of Leesburg or its designee.

**Recitals**

**WHEREAS**, pursuant to Section 420.907 through 420.9079, Florida Statutes, the State Housing Initiative Partnership (SHIP), the COUNTY is encouraged to enter into partnerships with other public and private organizations for the provision of affordable housing; and

**WHEREAS**, the COUNTY has publicly submitted a Request for Statements of Qualifications (RSQ), #08-0231, for procurement of services from qualified firms, organizations or individuals for pre-acquisition homebuyer education counseling services and home maintenance courses; and

**WHEREAS**, the CITY desires to perform such services subject to the terms of this Agreement; and;

**WHEREAS**, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act, permits local governments to enter into interlocal agreements with each other to provide services to the community.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

## **Article 1. Recitals**

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

## **Article 2. Purpose**

2.1 The purpose of this Agreement is to acquire through contract a firm, organization or individual to provide pre-acquisition homebuyer education classes and other related services, and to assist low and very-low income household with the purchase of a home utilizing the Lake County Affordable Housing, State Housing Incentives Partnership (SHIP) Program, hereinafter the "Program" as down payment assistance.

## **Article 3. Scope of Professional Services**

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CITY to perform the following Scope of Services:

- A. **Pre-Screening Applicants.** Every person wishing to participate in the classes shall be pre-screened by the CITY. Pre-screening shall include, but is not limited to, explaining the advantages and disadvantages of homeownership to the clients, the players in the home buying process, what lenders look for, and most importantly, determining whether or not the client is mortgage-ready. The mortgage-ready determination consists of reviewing the client's income, expenditures and debt, employment history and credit report, and determining how much house the client can afford. Clients who are not mortgage-ready will be referred to Consumer Credit Counseling Services of Central Florida, located in Leesburg. Those who are mortgage-ready shall be referred to the homebuyer classes described below.

All pre-screenings shall be performed by a homebuyer counselor certified through the U.S. Department of Housing and Urban Development or through NeighborWorks America, Inc. It shall be the responsibility of the counselor to ensure all credentials are current.

- B. **Homebuyers' Education and Maintenance Classes.**
1. The CITY shall conduct a series of homebuyer education classes in various locations throughout Lake County; such locations are to be procured by the CITY. At a minimum, CITY shall conduct at least four (4) classes during the initial year, beginning June 1, 2008, and a minimum of eight (8) classes per calendar year thereafter. Classes may be held more frequently at the discretion of the CITY, but calendars shall be supplied to the COUNTY. The class shall be at least five (5) contact hours of

homebuyer education and be made available to all citizens of Lake County, Florida. The syllabus for the class shall be pre-approved by the COUNTY. Classes shall cover the following topics:

- Overview of the home buying process
  - Housing options and types of housing available
  - Lake County Home Purchase Program and other housing assistance (bond money, etc.)
  - Types of mortgages available and FHA
  - Predatory lending and foreclosure prevention
  - Escrow accounts (taxes, insurance)
  - Mortgage insurance
  - Hints on shopping for a home (what to look for in a neighborhood)
  - Fair housing
  - Homeowner's Association fees and deed restrictions
  - Energy efficiency
  - Flood Insurance
2. The CITY shall conduct home maintenance classes, and shall allow Home Rehabilitation/Replacement program participants to attend. Total contact time shall also be five (5) hours. Classes shall cover the following topics:
- Home inspections to determine maintenance needs
  - Routine care of electrical, HVAC and plumbing systems
  - Termite protection and pest control
  - Purchase and care of appliances
  - Caring for interior surfaces and cleaning
  - Caring for yard and exterior surfaces
  - Money management for homeowners (financial responsibility, preventing foreclosure, tax deductions, homestead exemption, homeowners insurance, records and important papers, energy conservation)
  - Neighborhood environment and safety
  - Home repairs (contracting vs. doing it yourself, mildew prevention, painting, plumbing, repairing screens and windows.)
3. The CITY shall be responsible for preparing power point presentations and other visual aids to be used in presenting the subject matter.
4. Each class shall be taught by a homebuyer counselor certified through the U.S. Department of Housing and Urban Development or through

NeighborWorks America, Inc. It shall be the responsibility of the counselor to make sure all credentials remain current.

5. The classes shall be made available free of charge, but attendance is limited to persons who have been pre-screened by the CITY, or its designee. All adults whose name will be on the mortgage must attend the classes. All the adults living within the same residence may attend the homebuyer education class and may repeat the class one or more times at no additional cost to the homebuyer or the COUNTY. The adults living in the same residence may attend the class on separate dates. The COUNTY shall only pay the fees as set forth in Section 4.3 below.
  6. Each household attending shall receive one (1) set of reference materials regardless of how many adults attend classes. The cost of producing the materials shall be the responsibility of the CITY.
  7. Each participant shall complete a course evaluation form, as prepared by the COUNTY, at the end of each class. The original forms shall be provided to the COUNTY within five (5) business days from the date of the class, along with a roster of participants.
  8. Syllabuses for both classes shall be preapproved by the COUNTY.
  9. The COUNTY will monitor the classes held by CITY at least annually to ensure that the required material is being covered. COUNTY reserves the right to monitor at classes at any time without prior notice.
- C. Loan Application Assistance. The CITY shall take applications from persons wishing to participate in the SHIP Home Purchase program, who have been pre-screened, and who have completed the Homebuyer and Home Maintenance classes. Taking the application consists of assisting the applicant to complete the application form and compiling all of the necessary backup information. It is the responsibility of the CITY to ensure that all of the backup documentation is included before the application packet is submitted to the Housing and Community Development Division for funding. Incomplete applications shall be returned. No application fees shall be charged to applicants. The CITY shall also refer clients to members of the Lake County Lending Consortium, or other lending consortium consisting of three (3) or more lenders, and shall caution against the use of mortgage brokers and encourage applicants to deal directly with lenders.
- D. Office Location. The CITY shall have a full time staffed office in Lake County for the term of this Agreement, or any renewal thereof. Failure to maintain an

office for the term of this Agreement, or any renewal thereof, will be considered a breach of contract.

**3.2** This Agreement shall be effective for one (1) year. The parties may renew this Agreement, based upon performance, for two (2) additional one (1) year periods at the same pricing structure, scope of services and terms and conditions as contained herein.

**3.3** The CITY shall coordinate and work with any other consultants retained by the COUNTY. CITY acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CITY or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

#### **Article 4. Payment**

**4.1** SINCE THE PROGRAM HAS LIMITED FUNDING, IF THE FUNDING IS DEPLETED PRIOR TO THE END OF THE TERM OF THIS AGREEMENT, THE COUNTY MAY REQUIRE THE CITY TO SUSPEND SERVICES WITHOUT TERMINATING THE AGREEMENT. THE COUNTY WOULD THEN HAVE THE OPTION OF RESUMING SERVICES ONCE ADEQUATE FUNDING IS AVAILABLE. THE COUNTY WILL PROVIDE THE CITY WITH REASONABLE NOTICE WHEN SERVICES ARE TO BE SUSPENDED.

**4.2** SINCE THE ENTIRE COST OF THE SCOPE OF SERVICES IS PAID WITH STATE FUNDING, THE CITY SHALL BE EXPECTED TO COMPLY WITH ALL STATE REQUIREMENTS APPLICABLE TO THE USE OF THE FUNDING, INCLUDING RECEIVING NO PAYMENT UNTIL ALL REQUIRED FORMS ARE COMPLETED AND SUBMITTED.

**4.3** Payment shall be based upon the following rates:

- |    |                          |  |
|----|--------------------------|--|
| A. | Loan Assistance          | \$1,000/per completed closing                              |
| B. | Home Maintenance Classes | \$100.00/per Housing Rehabilitation or Replacement Client* |

\*\$100.00 per Housing Rehabilitation Class per household if the CONSULTANT provides the classes themselves using in-house facilities, supplies and instructors. In the event the CONSULTANT utilizes the services of another agency to provide the classes, the CONSULTANT shall be reimbursed the actual cost of the class not to exceed \$100.00 per Housing Rehabilitation Class per household. The actual amount paid for the Housing Rehabilitation Class shall be deducted from the payment the COUNTY is required to make hereunder for Loan Assistance if a closing is successfully completed.

The rates agreed to herein shall include all labor, supervision, marketing, printing/publishing, office expenses, developing the curriculum, materials and supplies for the classes, including but

not limited to reference materials, evaluation forms, certificates, name tags, pens, pencils, folders, etc. The fee shall also include all travel expenses to and from class locations, all correspondence and postage. The COUNTY shall not be responsible for any cost or fee other than those agreed upon herein.

4.4 Invoices shall be submitted in duplicate to the Financial Analyst, Housing and Community Development Division, P.O. Box 7800, Tavares, Florida 32778, or in person at 1300 S. Duncan Drive, Bldg. E, Tavares, Florida 32778, on a monthly basis. Each invoice shall contain the RFP number and a detailed description of services and fees. The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes. Fees for successful loan closing shall be indicated on a settlement statement as a closing cost and the COUNTY shall remit the fee to the CITY.

#### **Article 5. County Responsibilities**

5.1 COUNTY shall promptly review the deliverables and other materials submitted by CITY and provide direction to CITY as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

5.2 COUNTY shall pay CITY in accordance with Article 4 above.

#### **Article 6. Special Terms and Conditions**

6.1 **Qualifications.** The CITY shall have obtained at least the minimum thresholds of education and professional experience required by local, state, or federal law.

6.2 **Termination.** This Agreement may be terminated by the either party upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the both parties until said work or service(s)/Task(s) is completed and accepted.

A. **Termination for Convenience.** In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CITY for actual work satisfactorily completed.

B. **Termination for Cause.** Termination by County for cause, default, or negligence on the part of CITY shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CITY shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

**6.3 Subletting of Contract.** This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director; provided, however, that the CITY shall be permitted to utilize the maintenance classes offered by the University of Florida Extension Center without further approval of the COUNTY. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CITY of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CITY.

**6.4 Insurance.** CITY shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. CITY shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (X) General Liability
  - (X) Each Occurrence/General Aggregate \$500,000
  - (X) Products-Completed Operations \$500,000
  - (X) Personal & Adv. Injury \$500,000
  - (X) Fire Damage \$50,000
  - (X) Medical Expense \$5,000
  - (X) Contractual Liability \$300,000
  
- (X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:
  - Combined Single Limit \$300,000
  - or
  - Bodily Injury (per person) \$100,000
  - Bodily Injury (per accident) \$300,000
  - Property Damage \$100,000
  
- (X) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to obtain workers compensation insurance, the CITY must provide a notarized statement that if they are injured, they will not hold the Lake County Board of County Commissioners responsible for any payment or compensation.

(X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change or cancellation of the required insurance.

(X) Certificates of insurance shall identify RSQ 08-0231, Homebuying Services in the Description of Operations section of the Certificate.

(X) CITY shall be responsible for subcontractors and their insurance.

(X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CITY and/or subcontractors providing such insurance.

**6.5 Intentionally deleted.**

**6.6 Independent Contractor.**

A. CITY shall provide the services required herein strictly under a contractual relationship with the COUNTY and is not, nor shall be, construed to be an agent, employee, joint venturer, or partner of the COUNTY. As an independent contractor the CITY shall pay any and all applicable taxes required by law; shall comply with all Federal, State and local statutes, including but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The CITY shall be responsible for all income tax, FICA, and any other withholdings from its employees' or subcontractors' wages or salaries. Benefits for same shall be the responsibility of the CITY including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

B. CITY shall hire, compensate, supervise and terminate members of its work force. The CITY shall direct and control the manner in which work is performed including conditions under which the individuals will be assigned duties, how individuals report, and the hours individuals will work.

C. CITY acknowledges and agrees that CITY shall not be provided special space, facilities or equipment by the COUNTY to perform any of the duties required by this Agreement nor shall the COUNTY pay for any business, travel, or any other contract performance expenses not specifically set forth in this Agreement.

D. CITY shall not be exclusively bound to the COUNTY and may provide services to other private and public entities as long as it is not in conflict and does not provide a conflict of interest with the services to be performed for the COUNTY.

**6.7 Retaining Other Consultants.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CITY or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**6.8 Accuracy.** The CITY is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CITY shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

**6.9 Public Records / Copyrights**

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CITY'S office or facility. The CITY shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the State Housing Initiative Partnership requirements, whichever is longer.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CITY shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CITY in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CITY will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials. Notwithstanding in the event COUNTY receives enumeration for use of the derivative work then such remuneration shall be delivered to CITY.

**6.10 Assignment of Contract.** The CITY shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its rights, title, or interests therein, without the prior written consent of the COUNTY.

**6.11 Patents and Copyrights:**

A. The CITY, to the extent permitted by Florida law, shall indemnify and save harmless Lake County and its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article provided by the CITY. The CITY has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the CITY or is based solely and exclusively upon the COUNTY'S alteration of the article. The COUNTY will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the CITY may, at its options and expenses, procure for the COUNTY the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the COUNTY agrees to return the article on request to the CITY and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the CITY uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

C. The CITY will defend, at its own expense, any action brought against the COUNTY to the extent that it is based on a claim that the equipment/software supplied by the CITY under the purchase agreement infringes a patent, industrial design, or any other similar right, and the CITY will pay any costs and damages finally awarded against the COUNTY in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

D. The CITY will be notified promptly in writing by the COUNTY of any notice of such claim received by the COUNTY.

E. That the CITY will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

**6.12 Right to Audit.** The County reserves the right to require CITY to submit to an audit by any auditor of the CITY'S choosing. CITY shall provide access to all of its records, which relate directly to this Agreement at its place of business during regular business hours. CITY shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CITY agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

#### **Article 7. General Conditions**

**7.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

**7.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**7.3** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**7.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**7.5** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. However, change orders may be executed in accordance with the COUNTY'S purchasing policies and procedures.

**7.6** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**7.7** During the term of this Agreement CITY assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CITY does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CITY employees or applicants for employment. CITY understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**7.8** CITY shall at all times comply with all Federal, State and local laws, rules and regulations.

**7.9** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**7.10** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CITY:

If to COUNTY:

Yolanda Presley  
P.O. Box 490630  
Leesburg, Fl 34748-0630

Community Services Department  
Housing and Community Development  
P.O. Box 7800  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**Article 8. Scope of Agreement**

**8.1** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**Interlocal Agreement between Lake County and City of Leesburg for ITB 08-0231 Homebuyer Services**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 and CITY through its City Council, signing by and through its Mayor.

**COUNTY**

ATTEST:

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Neil Kelly, Clerk  
of the Board of County  
Commissioners of Lake  
County, Florida

\_\_\_\_\_  
Welton G. Cadwell  
Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2008

Approved as to form and legality:

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Sanford A. Minkoff  
County Attorney

**Interlocal Agreement between Lake County and City of Leesburg for ITB 08-0231 Homebuyer Services**

**CITY OF LEESBURG**

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John Christian, Mayor

This \_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

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Betty Richardson  
City Clerk

Approved as to form and legality

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Fred Morrison

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City Attorney