

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of April, 2004 by and between Collier County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the “County”) and the City of Naples, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council (“City”):

WITNESSETH:

WHEREAS, Section 420.9072 (4), *Florida Statutes*, (the “State Housing Initiatives Partnership Act” “SHIP”), authorizes monies in the Local Government Housing Trust Fund (the “Fund”) to be distributed to the County and eligible municipalities within the County pursuant to an interlocal agreement; and

WHEREAS, Collier County is an approved County and the City of Naples is an eligible municipality within the County; and

WHEREAS, the County and City desire to distribute SHIP allocations pursuant to this Interlocal Agreement; and

WHEREAS, the County and the City have determined the SHIP funds can be more effectively and efficiently utilized and managed when the County and City work cooperatively to address the community’s affordable housing needs.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The City and the County do hereby agree that the monies in the Fund which are to be distributed to the County as provided in 420.9073, *Florida Statutes*, shall be allocated between the County and City as follows:

City	9.28%
County	90.72%

For Fiscal Year, 2004-05 the State allocated 9.28% of the SHIP funds to the City and 90.72% to the County. Therefore, no less than 9.28% of the total allocation will be earmarked for the City of Naples in any given fiscal year. These percentages are based upon the March 2004 SHIP program allocation distribution schedule. The City of Naples may distribute a portion of its allocation to housing activities within the Urban Housing Assistance Area as defined in the July 1994 Interlocal Agreement adopted by Collier County and the City of Naples.

2. Unless earlier terminated pursuant to other provisions of this Interlocal Agreement, the term of this Agreement shall run concurrent with the distribution of monies in the Fund which are to be allocated between the County and the City. This Interlocal Agreement entered into this _____ day of April, 2004 shall expire on the 30th day of June, 2007, unless at such time the City and the County mutually agree to extend this Agreement or terminate said Agreement under the provisions of Section 8.

3. The City and the County direct the Florida Housing Finance Corporation (the “Corporation”) to distribute and allocate the monies in the Fund in accordance with this Interlocal Agreement and authorize the Corporation to rely on their stated intent and their authority to execute this Interlocal Agreement.

4. Provided this Interlocal Agreement remain effective between the City and the County, both parties agree that they will not do anything to jeopardize the other party’s right to receive its allocation from the Fund.

5. The parties to this Agreement understand that the statute requires an incentive plan for providing affordable housing and they agree to cooperate in ensuring that the requirements and spirit of the statute are satisfied.

6. The parties to this Agreement recognize the contributions of the joint City/County Affordable Housing Commission (AHC) and agree to appoint AHC members to the Affordable Housing Advisory Committee. The County’s Financial Administration and Housing office will be responsible for the overall administration of the programs assisted with SHIP funds and shall receive administration monies from the SHIP allocation. Said administration allocation shall not exceed 10% of the total SHIP allocation in accordance with 420.9075 (6) and County Resolution 2004-_____. The County will establish, administer, and audit a Local Housing Assistance Trust Fund in accordance with Ordinance No. 93-19, as amended and SHIP requirements. In addition, the County will submit the required annual report on behalf of the interlocal entities.

7. If at any time during the term of this Interlocal Agreement, the City or the County which are parties to this Interlocal Agreement believe that the intent of the parties as set forth herein is not being accomplished, or that the terms of the Interlocal Agreement are not fair, such entity may, upon the giving of ninety days written notice, renegotiate the terms and provisions of this Interlocal Agreement to be effective on the first day of the next fiscal year. If the parties are unable to so renegotiate the terms and provisions of this Interlocal Agreement prior to the commencement of the next fiscal year, the noticing party shall cease to be party to this Interlocal Agreement and this Interlocal Agreement shall terminate and be of no further force or effect as to such party and the funds shall be allocated according to population pursuant to Section 420.9072 (9) and Section 420.9073, *Florida Statutes*.

8. If either party shall cease to be eligible for allocation and distribution, such party's allocation of the funds shall remain in the Fund to be used by the Corporation.

9. For all purposes of this Interlocal Agreement, the term "Interlocal Agreement" shall mean this Interlocal Agreement.

10. Both parties acknowledge the SHIP enabling legislation, the rules promulgated to implement same, and that the Statute and the rules are incorporated herein as if they were reprinted.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY FLORIDA

ATTEST:

DWIGHT E. BROCK, CLERK

By: _____
DONNA FIALA, CHAIRMAN

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

PATRICK G. WHITE
ASSISTANT COUNTY ATTORNEY

DATED: _____

CITY OF NAPLES, a municipal
corporation

ATTEST:

TARA A. NORMAN, CITY CLERK

By: _____
BILL BARNETT , MAYOR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

ROBERT D. PRITT , CITY ATTORNEY