

**THE ADMINISTRATIVE AGREEMENT
FOR
THE COMMUNITY DEVELOPMENT OFFICE
BETWEEN
THE CITY OF KEY WEST, FLORIDA
AND
THE HOUSING AUTHORITY OF THE CITY OF KEY WEST, FLORIDA**

This Administrative Agreement (hereinafter referred to as the “Agreement” is hereby renewed for the period effective from October 1, 2014 through September 30, 2019 between the City of Key West, Florida (hereinafter referred to as “City”) a body politic having its principal office at 3132 Flagler Avenue, Key West, Florida 33040; and the Housing Authority of the City of Key West, Florida (hereinafter referred to as “Housing Authority”), a body politic organized under the U. s. Housing Act of 1937, as amended, and having its principal office at 1400 Kennedy Drive, Key West, Florida, referred to collectively as the “Parties”.

WITNESSETH

WHEREAS, on April 1, 1988, the City and the Housing Authority entered into an Administrative Agreement including a Management Plan, attached hereto and made a part hereof, regarding the day-to-day operation of the Community Development Office; and

WHEREAS, the parties amended the Agreement and extended the term contained therein pursuant to a written agreement dated July 29, 2004; and

WHEREAS, the parties further amended the Agreement to include additional duties to be performed by the Housing Authority related to Workforce Housing Ordinance Enforcement on April 19, 2006.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Housing Authority agree to renew the existing Agreement to provide as follows:

SECTION I. APPOINTMENT OF AGENT

Pursuant to the “Administrative Agreement” dated April 1, 1988, between the Parties, in accordance with local, state and federal regulations.

The attached Management Plan (hereinafter referred to as the “Plan”), formulated by the City Manager and staff of the Housing Authority, details the procedures to be utilized in the day-to-day operations of the CDO.

The Housing Authority shall be directly accountable to the City Manager for the administration of the operation functions of the CDO.

SECTION II. AUTHORITY AND DUTIES OF AGENT

The City hereby grants full authority to the Housing Authority to perform the duties pursuant to this Agreement. Within the City approved budget, the Housing Authority reserves the right to structure the CDO as it deems necessary for the successful operation of all grants and community development endeavors; providing the necessary expertise through staff, computer programs, and physical facilities. Such operations will be in compliance with any required grant regulations. The Housing Authority will organize and staff the positions required for the operation of the CDO as it deems necessary for efficient management.

Within the approved budget, all personnel shall either be employees of the Housing Authority or under contract to same. The Housing Authority operates under a non-civil service structure with all regular employees entitled to benefits under the terms of the Housing Authority’s Personnel Policy and Procedures as established by the Board of Commissioners and approved by the U.S. Department of Housing and Urban Development (HUD).

The Housing Authority shall adhere to the terms of the Housing Authority’s Procurement Policy, all state statutes, and individual grant requirements relative to the expenditure of funds in the operation of the CDO unless otherwise specified by grant agreement or City Resolution. Within the framework of this Agreement and City approved budget, the Housing Authority shall have full authority to seek and contract for special services, which may be required to acquire new grants or for the successful administration of on-going grants and programs.

The Housing Authority shall administer the City’s requirements reference existing grants/programs detailed below:

- HUD = U.S. Department of Housing and Urban Development
- DEO = Department of Economic Opportunity, State of Florida
- FHFC = Florida Housing Finance Corporation, State of Florida
- MRLF = Mayor’s Revolving Loan Fund, City of Key West Housing Authority
- KW = City of Key West
- MC = Monroe County

- HUD, Rental Rehabilitation Loan Program
- HUD, Housing Development Action Grant (HODAG)
- HUD, Housing Opportunities for Persons with AIDS (HOPWA)
- DEO, Small Cities, Community Development Block Grant Program (Commercial Revitalization, Economic Development, Housing & Neighborhood Revitalization)
- DEO, Residential Construction Mitigation Program
- DEO, Elderly Homeowner’s Rehabilitation Loan Program
- DEO, Special Grant Programs
- FHFC, Federal HOME Investment Partnership Loan Program(s), Home ownership/rental
- FHFC, Single Family Mortgage Revenue Bond Program
- FHFC, Affordable Housing Programs
- KW, Mayor’s Revolving Loan Program (MRLF)

SECTION IV. **RECORDS AND REPORTING REQUIREMENTS**

The Housing Authority shall establish and maintain a system of internal controls, records, books and accounts consistent with grant requirements and the requirements of the City.

The Housing Authority will provide the following reports to the City:

Financial Statements.

Management Reports.

An Annual Audit as required by the City.

In addition, the Housing Authority shall prepare and submit all reports required by state and federal agencies in connection with grant moneys approved for use by the City. The City Manager and the City Finance Director will receive a copy of all reports.

The Housing Authority shall attend meetings with the City Manager and make periodical reports as requested by either the City Manager or the City Commission.

SECTION V. **TERM OF AGREEMENT**

The term of this Agreement shall commence on the date specified above and shall run to September 30, 2019. Because of the manner in which a grant is obtained and the administrative functions of the CDO, it would be detrimental to the City and the Housing Authority to terminate this Agreement without consideration of a time period designed to cover the grant contract period, the final approval of a grant in process, the construction period in the event a Notice to Proceed has been issued, duration of a lease, etc. This Agreement cannot be effectively or feasibly terminated without consideration of the above.

Therefore, should either of the Parties desire to terminate this Agreement prior to the term established herein, or in the event this Agreement is not renewed for additional fixed period, the City and the Housing Authority shall develop a plan of termination period acceptable by both Parties which will not be detrimental to either of the Parties. The intent of such a plan would be to phase out the responsibilities of this Agreement. If phasing out of responsibilities becomes necessary, the terms of this Agreement are in full force and effect until termination is complete.

All executed contracts issued for the implementation of work items under any grant/program shall be honored.

SECTION VI. **LEGAL SERVICES**

The Housing Authority shall utilize its regular legal counsel for all matters arising directly or indirectly from the operation of the Community Development Office. Said counsel shall communicate with the City's legal staff and require whatever assistance is necessary where the City's liability is concerned. Obligations under this Agreement are qualified and limited to the routine operation as set forth in the annual budget.

SECTION VII. **NOTICES**

Any notice required by this Agreement shall be hand delivered or sent by certified mail, addressed to the Executive Director, the Housing Authority of the City of Key West, Florida, 1400 Kennedy Drive, Key West, Florida 33040 and to the City Manager, City of Key West, 3132 Flagler Avenue, Key West, Florida 33040.

SECTION VIII. **COMPLIANCE WITH FAIR HOUSING ACT**

The Housing Authority shall manage the CDO in full compliance with the requirements of the Federal Fair Housing Act and the City's Fair Housing Ordinance. The Housing Authority is authorized to take those steps deemed appropriate to effectuate the purposes of the Act and the Ordinance.

SECTION IX. **DRUG-FREE WORKPLACE**

The Housing Authority shall maintain a Drug-Free Workplace Policy in accordance with State/Federal regulations.

SECTION X. **ENTIRETY, ALTERATION, BINDING EFFECT**

This Agreement is entire. The Parties may not alter, amend, or modify it except by an instrument in writing, executed by both Parties. This Agreement includes all representations of every kind and nature by either Party to the other and shall be binding on the successors and assigns of the Parties.

Services not specifically included in this Agreement shall be authorized in writing by the City and compensation shall be mutually agreed upon by both Parties in advance of performance of the work stipulated by an amendment to this Agreement.

SECTION XI. **RIGHT OF ASSIGNMENT**

The Housing Authority reserves the right to assign this Agreement to the K.W.H.A. Management & Development Corporation or its successor with the prior written consent of the City.

SECTION XII.

INSURANCE/INDEMNIFICATION

The Housing Authority shall provide general liability insurance sufficient to cover statutory waiver if sovereign immunity for damages arising from operations of the CDO. Should this insurance coverage and any other insurance coverage requested by the City result in additional policy premium, such premiums shall be direct reimbursement to the Housing Authority from program revenues.

Except for acts of misfeasance, malfeasance and fraud, the City shall indemnify the Housing Authority from all third party liability claims arising out of the terms of the Agreement.

SECTION XIII.

**CITY OF KEY WEST'S WORK FORCE
HOUSING ORDINANCE**

With regard to the program described hereinabove as the City's Work force Housing Ordinance, the City specifically grants full authority to the Housing Authority, and the City does hereby designate the Housing Authority as its designee to perform all duties necessary to effectuate the policies and procedures contained in Sections 122-1465 through 1472 of the Code of Ordinances of the City of Key West, pertaining to Work Force Housing, as they may be amended from time to time. The parties herein expressly agree that the City will provide the Housing Authority a current list of properties and restrictions which the Housing Authority will monitor for the City and Housing Authority shall perform the following duties as the City's designee:

1. Qualify applicants for rental and ownership units;
2. Certify compliance of the sale price of ownership units;
3. Monitor rental and ownership units for compliance;
4. Process complaints from citizens alleging unfair treatment under the City's Work Force Housing provisions;
5. Establish procedures to refer violations with supporting documentation to the Code Enforcement Board or Circuit court;
6. Maintain waiting lists of potential applicants for work force housing units;
7. Provide information to owners of work force housing units regarding prospective tenants and purchasers.
8. Monitor the re-recording of deed restrictions to guarantee enforceability.
9. Provide written reports to the City pertaining to the inventory of work force housing units on a yearly basis in a format acceptable to the City Manager, including name of original owner of the unit, name of current owner of the unit, street address of the unit, RE number of the unit, and Official Records Book reference to recording information for ownership units.
10. Preserve the privacy of confidential information of owners and occupants; and

11. Prepare income limits, maximum rents and maximum sales schedules based on the adjusted median income for Monroe County as published annually.

IN WITNESS WHEREOF, the parties have made their agreement on the date first written above.

THE HOUSING AUTHORITY OF
THE CITY OF KEY WEST,
FLORIDA

ATTEST:

Secretary

Frank P. Toppino, Chairman

ATTEST:

THE CITY OF KEY WEST

City Clerk

Jim Scholl, City Manager