

MEMORANDUM OF UNDERSTANDING

BETWEEN LOUISA COUNTY, VIRGINIA AND THE FLUVANNA-LOUISA HOUSING FOUNDATION

This Memorandum of Understanding ("MOU" or "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between the County of Louisa, Virginia, a political subdivision of the Commonwealth of Virginia, with offices at 1 Woolfolk Avenue, Louisa, VA 23093 ("the County"), and the Fluvanna-Louisa Housing Foundation, a Virginia nonprofit corporation and HUD-approved nonprofit organization, with offices at 144 Resource Lane, Louisa, VA 23093 ("FLHF"). The County and FLHF may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

The purpose of this MOU is to establish a framework of cooperation between the County and FLHF to identify, coordinate, and address affordable housing and housing-related needs of Louisa County residents. This Agreement is intended to formalize a collaborative working relationship whereby FLHF provides housing support services within the County where such needs are identified, and the County provides coordination, referrals, and support to FLHF in furtherance of shared housing goals.

2. Background

FLHF is a HUD-approved nonprofit organization serving Louisa and Fluvanna Counties, whose mission includes the development and preservation of affordable housing, home repair assistance, and related supportive services for low- and moderate-income residents. The County recognizes the availability of safe, decent, and affordable housing as a priority for the health, safety, and welfare of its residents and wishes to partner with FLHF to expand access to housing support within the County.

3. Scope of Housing Support

Subject to available funding, staffing, and resources, FLHF agrees to provide the following housing support services to eligible Louisa County residents, as needed and as capacity allows:

- Essential home repair services for income-eligible homeowners, including critical health-and-safety repairs.
- Installation of wheelchair ramps and accessibility modifications for residents with mobility-related needs.
- Operation and management of existing affordable rental housing units located within the County.
- Development of additional affordable housing units within the County, subject to separate funding and site-specific agreements.
- Referral and coordination services connecting County residents to housing assistance programs, including County, state, and federal resources.
- [Additional service(s) as agreed by the Parties]

The specific scope, funding source, and eligibility criteria applicable to any given service or project under this MOU shall be set out in a written scope of work, task order, or subsequent agreement executed by both Parties prior to commencement of that service or project. Nothing in this MOU obligates FLHF to provide services in the absence of an executed scope of work and available funding.

4. Roles and Responsibilities

4.1 County Responsibilities.

- Designate a primary point of contact to coordinate with FLHF on housing referrals, project support, and reporting.
- Provide reasonable assistance in identifying eligible residents and properties in need of housing support.
- Support FLHF's applications for County, state, and federal funding relevant to housing projects within the County, where appropriate and at the County's discretion.
- Facilitate coordination with relevant County departments (e.g., building/zoning, social services, emergency services) as needed for specific projects.

4.2 FLHF Responsibilities.

- Designate a primary point of contact to coordinate with the County on service delivery, project status, and reporting.
- Administer all housing support services in compliance with applicable federal, state, and local laws, including HUD and other funder requirements.
- Maintain appropriate insurance, licensure, and nonprofit compliance status throughout the term of this Agreement.
- Provide periodic reporting to the County on services delivered under this MOU, as described in Section 6.
- Disclose to the County any instance in which FLHF serves in a dual capacity (e.g., as both seller representative and County contact) in connection with a specific transaction, and take reasonable steps to manage any resulting conflict of interest.

5. Funding

This MOU does not, by itself, obligate either Party to provide funding to the other. Any transfer of funds, in-kind resources, or County support for a specific FLHF project shall be governed by a separate written agreement, grant agreement, contract, or appropriation, as applicable, subject to approval by the Louisa County Board of Supervisors or its designee where required. Each Party shall be responsible for its own costs incurred in connection with this MOU unless otherwise agreed in writing.

6. Reporting and Coordination

FLHF shall provide the County with periodic updates (no less than [annually / semi-annually / quarterly — to be specified]) summarizing housing support activities conducted under this MOU within Louisa County, including, as applicable, the number of households served, types of services provided, and status of any ongoing development projects. The Parties agree to meet periodically, as needed, to review progress, address concerns, and discuss opportunities for continued collaboration.

7. Term and Termination

This MOU shall become effective on the Effective Date and shall remain in effect for a period of _____ year(s), unless earlier terminated as provided herein. This MOU may be renewed by mutual written agreement of the Parties. Either Party may terminate this MOU for convenience upon thirty (30) days' prior written notice to the other Party. Termination of this MOU shall not affect the rights and obligations of the Parties under any separate scope of work, grant agreement, or contract entered into prior to termination, which shall survive according to their own terms.

8. No Exclusivity; No Third-Party Beneficiaries

This MOU is non-exclusive. Nothing herein prevents either Party from entering into similar agreements with other organizations or jurisdictions. This MOU is intended solely for the benefit of the Parties and does not create any rights or benefits enforceable by any third party, including any resident or applicant for services.

9. Non-Binding Nature / Relationship of Parties

This MOU is intended to express the mutual intent and understanding of the Parties to collaborate on housing support activities within Louisa County. Except for Sections 5 (Funding), 10 (Compliance), and 11 (Liability and Indemnification), which the Parties intend to be binding to the extent permitted by law, this MOU is a statement of intent and does not create legally binding obligations enforceable in a court of law. Nothing in this MOU creates a partnership, joint venture, agency relationship, or employment relationship between the Parties. FLHF remains an independent nonprofit organization and is not an agent or employee of the County.

10. Compliance with Applicable Law

Each Party shall comply with all applicable federal, state, and local laws, regulations, and funder requirements in carrying out its responsibilities under this MOU, including but not limited to applicable HUD program requirements, fair housing laws, and Virginia Freedom of Information Act (FOIA) requirements applicable to County records.

11. Liability and Indemnification

To the extent permitted by law, FLHF shall be responsible for its own acts and omissions, and those of its employees, agents, and volunteers, in the performance of services under this MOU. Nothing in this MOU waives the sovereign immunity of Louisa County or any defense available to the County under the laws of the Commonwealth of Virginia. Any indemnification, insurance, or liability provisions applicable to a specific project shall be set forth in the relevant scope of work or subsequent agreement.

12. Amendment

This MOU may be amended only by a written instrument signed by authorized representatives of both Parties.

13. Notices

All notices under this MOU shall be in writing and delivered to the addresses set forth below, or to such other address as either Party may designate in writing.

County of Louisa, Virginia	Fluvanna-Louisa Housing Foundation
Attn: [County Administrator / Designated Contact] 1 Woolfolk Avenue Louisa, VA 23093	Attn: Executive Director 144 Resource Lane Louisa, VA 23093 (540) 967-3483

14. Entire Agreement

This MOU constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions or understandings, whether written or oral, relating to the subject matter herein.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date first written above.

COUNTY OF LOUISA, VIRGINIA**COUNTY OF LOUISA, VIRGINIA**

By: _____

Name: Christian Goodwin

Title: County Administrator

Date: _____

FLUVANNA-LOUISA HOUSING FOUNDATION**FLUVANNA-LOUISA HOUSING FOUNDATION**

By: _____

Name: Kim Hyland

Title: Executive Director

Date: _____