

INTERLOCAL AGREEMENT

THIS AGREEMENT ("Agreement") effective as of May 11, 2021, is entered into between the HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY, FLORIDA ("HFA"), organized and operating pursuant to Chapter 159, et al. Florida Statutes (the "Act") and PINELLAS COUNTY, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, Part IV of Chapter 159 of the Florida Statutes authorizes the creation of Housing Finance Authorities within the State of Florida to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, pursuant to the Act, the Board of County Commissioners of Pinellas County, Florida (the "County Commission"), by Ordinance No. 82-32, enacted on October 26, 1982, declared the need for a housing finance authority to function in Pinellas County, Florida and thereby created the HFA as a separate public body corporate and politic to alleviate the shortage of affordable housing and capital for investment in the County; and

WHEREAS, by Resolution No. 05-237 and Ordinances No. 06-28 and 09-44, the County authorized the HFA to implement and administer the Community Housing Program pursuant to a subsequent Interlocal Agreement entered into between the HFA and the County; and

WHEREAS, by Resolution No. 15-41 the County established an Affordable Housing Land Assembly Fund and authorized the HFA to administer the Affordable Housing Land Assembly Fund and the Interlocal Agreement between the HFA and County was amended to incorporate the HFA's administration of said Fund; and

WHEREAS, by Resolution No. 19-99, the County adopted the Penny IV Affordable Housing and Economic Development Program; and

WHEREAS, the parties wish to replace their existing Interlocal Agreement entered into on May 19, 2015 with this Agreement to extend and update terms, including but not limited to incorporating the County's new Penny IV Affordable Housing and Economic Development Program.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose and Objectives of Interlocal Agreement.** The purpose of this Interlocal Agreement is to define services provided by the HFA for implementation of the following County affordable housing programs: (A) Community Housing Trust Fund (B) Affordable Housing Land Assembly Program and (C) Neighborhood Stabilization Programs.

A. Community Housing Trust Fund The HFA shall implement the policies, procedures, documentation and other matters necessary to administer the Community Housing Trust Fund (CHTF). The County shall be responsible for identifying the revenue sources dedicated by the County for the CHTF. It is understood by the parties that such financing sources are flexible and that the County is under no obligation to identify a fixed revenue source.

CHTF proceeds shall be utilized to provide equity, loans, financing and assistance, including subsidy, for the promotion of housing opportunities. Such proceeds may be used only for the purposes approved of by the County. The operating terms of the CHTF shall be pursuant to County ordinances 06-28 and 09-44 and Chapter V of the Rules of the HFA adopted pursuant thereto and last approved by the County by Resolution 06-131.

In administering the CHTF, the HFA shall be responsible for: (i) allocating trust funds in a fair and efficient manner throughout Pinellas County in accordance with the guidelines and

principles adopted by the County; (ii) leveraging private and public dollars to increase the amount of funds for community housing; (iii) assisting in the identification of affordable housing needs in the County; (iv) providing leadership for new and innovative ways to address affordable housing on a long term basis; (v) performing a comprehensive Countywide need assessment to determine the levels of capitalization needed to administer an effective community housing trust fund; and (vi) utilizing trust fund proceeds in accordance with any and all funding source restrictions.

The HFA shall be entitled to an administrative fee equal to ten percent (10%) of the amount of community housing trust funds deposited to the CHTF either as a direct allocation or as program income, or a combination of both.

B. Affordable Housing Land Assembly Program Pursuant to this program, the County utilizes surplus land and provides funding for land acquisition for affordable housing.

The HFA shall implement the Affordable Housing Land Assembly Program in accordance with the policies, procedures and requirements established by the County and applicable funding sources. Sources of funding include, but are not limited to, the local government infrastructure surtax, commonly known as the Penny for Pinellas (all such funds collectively referred to as "Land Assembly Funds"). Expenditure of Penny for Pinellas funds must meet conditions established by the County and applicable Florida Statutes, including but not limited to Section 212.055(2)(d)(1)(e), Florida Statutes, and the Penny IV Affordable Housing and Economic Development Program Guidelines dated December 10, 2019 as may be amended.

The HFA shall not acquire any land using Land Assembly Funds without prior written County approval, which approval may be given by the County Administrator or designee, the Housing and Community Development Department Director. County approval shall be provided in writing and include, but not be limited to, the following information: site location, site description, maximum funding amount, appraisal information or instructions, and affordable housing requirements.

The HFA shall be reimbursed for all HFA services and HFA-incurred expenses related to the administration of the Land Assembly Program, as determined on a per-property basis by mutual written agreement of the parties. Reimbursable fees and expenses include but are not limited to those associated with land acquisitions, whether successful or ultimately unsuccessful for reasons beyond the control of the HFA, fees and expenses associated with purchasing and holding property for future development, fees and expenses related to future land lease closings, costs related to the ongoing operation of the program, and reasonable attorney, consultant, and other such third party costs.

Land lease payments will be used to fund an operational reserve in the amount of \$15,000, which shall be used for reimbursement of all HFA service fees and incurred expenses unrelated to the initial land or subsequent ground lease closing, but rather attributable to ongoing operation of the Land Assembly Program. Reserve funds are not property-specific and may be used to reimburse eligible costs incurred by the HFA in carrying out its duties related to any property acquired pursuant to the Land Assembly Program. These duties include engaging legal counsel to address issues related to ownership and acquisition of real property. The HFA shall not use any funds from the reserve without prior written approval of the County. All other land lease payment proceeds above the amounts needed to maintain the operational reserve shall be transferred to the County on a quarterly schedule.

The County's Director of Housing and Community Development may approve all reimbursable fees and expenses on behalf of the County in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) on a per project basis. The reimbursement of HFA service fees and expenses

shall be evidenced by invoices and other appropriate documentation. Expenditures beyond said amount may only be approved by the County pursuant to the delegated authority outlined in Section 2-62 of the Pinellas County Code.

C. Neighborhood Stabilization Programs The HFA shall implement the policies, procedures, documentation, and other matters necessary to administer the federal Neighborhood Stabilization Programs 1 and 3 (NSP1 and NSP3, respectively). The County shall reimburse the HFA for NSP1 and NSP3 program-eligible costs and/or services beginning April 1, 2019. Program-eligible costs include, but are not limited to, the cost of acquisition, rehabilitation, demolition, maintenance, and sale of properties purchased under the NSP1 and NSP3 programs. The County shall have the right to monitor and evaluate activities carried out by the HFA. Program income received by the HFA shall be returned to the County on a monthly basis. Land lease payments are not considered program income.

Term and Termination.

A. Term. This Agreement shall commence on the Effective Date as further defined herein and remain in full force and effect until terminated by either party. This Agreement shall be reviewed every ten (10) years and shall be updated or amended as needed.

B. Termination on Default. If either party fails to comply with any of the terms herein, such party shall be in default. Upon the non-defaulting party providing notice of default to the defaulting party, specifying the nature and extent of such default and requesting the cure of the same, the defaulting party shall have sixty (60) days to cure said default. However, if such default is of a nature that it cannot be reasonably cured within sixty (60) days, but is capable of being cured within a reasonable period of time in excess of sixty (60) days, then the non-defaulting party may extend the period to cure and the defaulting party shall commence the cure of such default within the first 60 day period and thereafter diligently and in good faith continue to cure such default within the mutually agreed upon extension period. If the defaulting party does not cure the default within the allotted time, the non-defaulting party may immediately terminate this Agreement, in addition to any other available legal or equitable remedies.

C. Termination for Convenience. Either party may terminate this interlocal agreement for any reason by giving at least 120 days' notice to the other party.

D. Change in Law. If after the Effective Date (i) any new law becomes effective or any binding interpretation of a law by any governmental authority, whether federal or state, is rendered which makes illegal the structure of the relationship between the HFA and the County set forth in this Agreement, or (ii) a material change in circumstances occurs which requires a change in the relationship between the HFA and the County set forth in this Agreement, then, in each such case, the parties shall attempt to amend this Agreement so as to avoid any adverse consequences. If the parties, acting in good faith, are unable to make the required amendments, this Agreement shall be terminated.

E. Survival of Payment Obligations. In the event of termination of this Agreement, for whatever reason, or its expiration, the County shall be entitled to all funds in the Housing Trust Fund and all lease payments from the HFA's then-existing ground leases.

Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Florida. Venue shall be in Pinellas County, Florida, or nearest location having proper jurisdiction.

Dispute Resolution. The parties to this Agreement desire to avoid litigation. To that end, the parties agree that if any dispute arises relating to this Agreement including, but not limited to, its meaning, interpretation, effect or enforcement of the provisions thereof, then the parties shall attempt to resolve the dispute by informal discussions among themselves or by using the services of a mediator, if the parties agree that such a mediator would facilitate resolution of the dispute.

Assignment. Neither party shall have the right to assign their respective rights and obligations hereunder without first obtaining the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (i) when received if given in person, (ii) on the date of acknowledgment of receipt if sent by facsimile, electronic mail or other wire transmission or by overnight courier, or (iii) five days after being deposited in the U.S. mail, certified or registered mail, postage prepaid:

If to the HFA:

Chairman of the HFA
26750 U.S. Highway 19 N
Suite 110
Clearwater, FL 33761

If to the County:

Chairman of the BCC
Pinellas County Courthouse, 5th Floor
315 Court Street
Clearwater, Florida 33756

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Effective Date. Pursuant to Section 163.01(11), Florida Statutes, this Agreement and subsequent amendments hereto shall become effective upon filing with the Pinellas County Clerk of Court (the "Effective Date"). The County shall file the Agreement with the Clerk of Court within ten (10) days of the full and proper execution of this Agreement and notify the HFA upon such filing.

Miscellaneous.

A. **Amendment.** This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto and filed with the Pinellas County Clerk.

B. **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. **Heading.** The headings preceding the text of the sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

D. **Further Assurances.** Each party will, at the reasonable request of any other party hereto, execute and deliver to such other party all such further instruments, assignments, assurances and other documents, and take such actions as such other party may reasonably request in connection with the carrying out of this Agreement.

E. **Construction.** The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

F. Severability. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

G. Indemnification. Each party hereto shall be responsible for its own acts and omissions of negligence, subject to the limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes nor construed as consent by either party to be sued by third parties in any manner arising out of this Agreement. This provision shall survive the termination of this Agreement.

H. Non-appropriation. In the event funds are not budgeted and appropriated by the County or the HFA in any fiscal year for purposes described herein, then the County or the HFA, as applicable, shall notify the other party of such occurrence, and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County or the Authority, and in the event of termination, all property currently being held pursuant hereto shall be transferred to the County.

I. Entire Understanding. This Agreement between the parties hereto sets forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby and thereby and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and thereof and is not intended to confer upon any other person any rights or remedies hereunder or thereunder. There have been no representations or statements, oral or written, that have been relied on by any party hereto, except those expressly set forth in this Agreement.

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IN WITNESS WHEREOF, the authorized representatives of the parties have signed this Agreement as of the date first above written.

HOUSING FINANCE AUTHORITY OF
PINELLAS COUNTY, FLORIDA

By: *Robyn Fiel*
Print Name: Robyn Fiel
Title: Chair
Date: 4/7/2021

PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners

By: *Dave Eggers*
Print Name: Dave Eggers
Title: Chair
Date: May 11, 2021

ATTEST:
KEN BURKE, CLERK OF CIRCUIT COURT

APPROVED AS TO FORM

BY: *Ken Burke*
Deputy Clerk



By: *Chelsea D. Hardy*
Office of the County Attorney