

INTERLOCAL AGREEMENT

THIS AGREEMENT effective as of May 19, 2015, 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 which was empowered to alleviate the shortage of affordable housing and capital for investment in the County; and

WHEREAS, by Resolution No. 05-237, the County recognized an affordable housing shortage and the need to implement a Community Housing Program and therein authorized the County and the HFA to enter into an Interlocal Agreement, which set forth the requirements for administration of a Community Housing Program through the utilization of surplus County property for affordable housing and establishment of a housing trust fund to provide funding and assistance; and

WHEREAS, by Resolution No. 05-237 and Ordinance No. 06-28, the HFA was authorized to implement and administer the Community Housing Program pursuant to Interlocal Agreement between the HFA and the County; and

WHEREAS, by Resolution No. 15-41 the County authorized an Affordable Housing Land Assembly Fund and authorized the administration of the Affordable Housing Land Assembly Fund by the HFA.

NOW, THEREFORE, the parties agree as follows:

1. Purpose and Objectives of Interlocal Agreement. The purpose of this Interlocal Agreement is to implement a Community Housing Program of the County to ensure the preservation and production of affordable housing. Community Housing Program is defined as: (i) Surplus Property Program; (ii) Community Housing Trust Fund; and (iii) Affordable Housing Land Assembly Fund.

A. Surplus Property Program. The County, per Section 125.38, Florida Statutes is authorized to convey or lease real property determined by the Board of County Commissioners to be surplus, at a nominal price or otherwise, to certain statutorily eligible entities. Accordingly, as to the properties conveyed hereunder, the HFA shall develop guidelines, which shall govern the disposition of the properties in furtherance of the County's affordable housing objective and its dedication to same. Such guidelines and any amendments thereto shall be subject to final County approval.

B. Community Housing Trust Fund. The County authorizes the HFA to 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.

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.

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 will be adopted pursuant to a County ordinance to assure that the operative terms and provisions of the Fund may not be altered without County Commission approval and public comment.

C. Affordable Housing Land Assembly Fund. The County authorizes the HFA to administer the Affordable Housing Land Assembly Fund in accordance with the policies, procedures and requirements established by the County. The source of revenue includes, but is not limited to, the infrastructure surtax, commonly known as the Penny for Pinellas. Expenditure of Penny for Pinellas funds must meet conditions established by the County and the requirements of Section 212.055(2)(d)(1)(e), Florida Statutes which states:

"Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph."

Land assembly funds shall be utilized for the acquisition of land for affordable and/or transitional housing. The following minimum requirements and definitions shall apply:

1. Eligible Uses. Land Assembly Funds may be used for land acquisition only. In addition to direct acquisition costs, other eligible expenses associated with land acquisition include items such as property assessments, standard fees and closing costs, transaction costs, reasonable costs for demolition of sub-standard structures, and maintenance of land.

2. Ineligible Uses. Land assembly funds may not be used to rehabilitate any existing housing units or other structures acquired as part of the land acquisition, site improvements, construction, or administrative fees for compensation of personnel and related operational costs.

3. Land Ownership Requirements. Land acquired must remain in ownership of the HFA or Pinellas County. The owner may provide a long-term ground lease for the development, ownership, and management of housing structures and other improvements to approved entities.

4. Eligible Properties. Properties located in Pinellas County designated by zoning and/or Future Land Use for residential development (wholly or in part) are eligible. Priority properties include those located in targeted redevelopment areas, near

transit corridors, and/or those within or near areas that have been identified as, or planned for, Activity Centers by the Countywide Plan Rules of Pinellas County

5. Program Income. Program income generated from projects financed wholly, or in part, with Penny for Pinellas funds shall only be utilized as described herein. Land lease payments shall not be considered program income, but use of such funds shall be restricted to operations and maintenance of residential housing projects from which the funds were derived.

6. Affordable Housing Requirement. A minimum of 30% of the housing units located on a land assembly funded property must be affordable as defined herein. Specifically, at least 30% of the units must be occupied by households with annual incomes that are 120% or less of area median income as adjusted for family size. Occupancy and rental rate restrictions apply to assisted rental units.

7. Term of Restrictions/Monitoring and Inspection. Affordable housing restrictions are permanently applicable. On an annual basis, the HFA or its designee shall conduct compliance monitoring to review records pertaining to income, occupancy and physical condition of assisted units and take any action necessary to cure non-compliance.

8. County Approval. 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 his designee.

2. Fees/Reimbursement. The HFA shall be entitled to an administrative fee equal to ten percent (10%) of the amount of community housing trust funds allocated to the Housing Trust Fund Program.

3. Decision Making Process.

A. The HFA shall serve as the lead agency and administer the Community Housing Program through its staff. The HFA shall perform all duties and responsibilities as set forth by the terms of this Interlocal Agreement. In addition, the HFA staff shall provide, subject to adequate funding, effective leadership, support and management of the implementation of the Community Housing Program.

B. The HFA agrees that all projects and use of funds and property will be reviewed for compliance with the relevant rules or guidelines and only those which meet the technical and legal requirements will be entitled to the benefits of the Community Housing Program. The HFA will prescreen all project applicants for conformance with any minimum threshold criteria, and in collaboration with technical staff persons from the County, will develop a fair and appropriate system to assist in the selection of projects and applicants, such system to reflect existing policy and criteria established for the County's Comprehensive Housing Plans and the goals and objectives of the Community Housing Program.

4. Personnel. During the term of this Agreement, the HFA shall furnish a supervising manager ("Program Manager") who shall perform all duties necessary for the proper and efficient implementation and administration of the Community Housing Program. The Program Manager shall have the authority to take all actions in connection with the implementation of the Community Housing Program, subject to the rules, policies and procedures of the HFA and the supervision of the County Commission, through its County Administrator or designee. The HFA shall have the right to retain and contract with other personnel and service providers necessary for the operation of the Community Housing Program, including but not limited to, temporary staffing help, financial advisors, attorneys, accountants and investment bankers on such terms and conditions as approved by the Program

Manager or the HFA, in conformance with the rules, policies and procedures of the HFA and the provisions of the Act.

5. Accounting, Record Keeping and Reporting.

A. The HFA shall submit annual budget performance and progress reports on the status of the Community Housing Program to the County. Such reports and contents thereof shall be in a mutually acceptable form.

B. The HFA shall be responsible for the bookkeeping and accounting services required for operation of the Community Housing Program, including business records, ledgers and reports; the establishment, administration and implementation of accounting procedures, controls and systems; and the preparation of the financial and management reports required hereunder. The HFA will maintain appropriate accounting records and documentation such that the allocations between participating agencies and other governmental entities can be audited in conformity with appropriate governmental accounting and auditing standards.

C. Before distributing any funds or surplus property to any recipients, the HFA agrees to enter into written agreement(s) with the recipient in order to assure compliance with the guidelines and requirements of the Community Housing Program, as such may be amended from time to time. The HFA shall allow duly authorized representatives of the County to conduct such reviews, audits and onsite monitoring of projects as deemed appropriate by the County to determine:

- Whether the objectives of the Community Housing Program are being achieved;
- Whether the Community Housing Program is being conducted in an efficient and effective manner;
- Whether management control systems and internal procedures have been established to meet the objectives of the Community Housing Program;
- Whether the financial operations of the Community Housing Program are being conducted properly;
- Whether the periodic reports to the County contain accurate and reliable information;
- Whether funds spent under Section 1.B. or 1.C. are in compliance with applicable laws and policies of the County;
- Any other purpose the County deems appropriate.

D. The HFA shall require participating jurisdictions, as defined by the housing trust fund ordinance, to establish and maintain a local housing assistance fund that shall be separately stated as a special revenue fund in a participating jurisdiction's audited financial statements. The HFA shall require such participating jurisdictions to submit copies of the audited financial statements annually to the Authority within 90 days of audit completion.

6. Term and Termination.

A. Term. This Agreement shall commence on May 19, 2015 and remain in full force and effect until December 31, 2020. This Agreement may be renewed by mutual written agreement of the parties for successive five-year terms.

B. Termination on Default. Either party shall be entitled to terminate this Agreement if the other party fails to perform in any material respect any material obligation required of it hereunder, and such default continues for sixty (60) days after the giving of written notice by the non-defaulting party, specifying the nature and extent of such default;

provided, however, that if such default is not 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 shall not be entitled to terminate this Agreement if the defaulting party commences the cure of such default within the first 60 day period and thereafter diligently and in good faith continues to cure such default until completion.

C. **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.

D. **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 compensation and costs accrued.

7. **Governing Law.** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Florida applicable to contracts entered into and wholly to be performed in Florida.

8. **Dispute Resolution.** The parties to this Agreement desire to avoid the cost and delay attendant on 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 party who believes a dispute has arisen shall give written notice of such to the other party. For a period of at least thirty (30) days after the giving of such notice, the parties shall attempt to resolve the dispute by informal discussions among themselves using the services of a mediator, if the parties agree that such a mediator would facilitate resolution of the dispute.

9. **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.

10. **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.

11. **Miscellaneous.**

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

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.

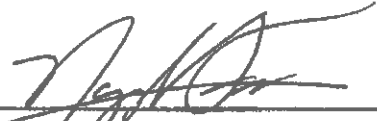
F. **Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

G. **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 supersedes 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: 
Print Name: Rodney Fischer
Title: Chairman
Date: 5-6-15

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

By: 
Print Name: John Morrone
Title: Chair
Date: 5-19-15

ATTEST:
KEN BURKE, CLERK OF CIRCUIT COURT

BY: 
Deputy Clerk

APPROVED AS TO FORM

By: 
Office of the County Attorney