

**INTERLOCAL AGREEMENT
FOR LOCAL GOVERNMENT CONTRIBUTION FOR
SAIL FINANCING OF AFFORDABLE MULTIFAMILY DEVELOPMENTS
TO BE USED IN CONJUNCTION WITH TAX EXEMPT BONDS
AND NON-COMPETITIVE HOUSING CREDITS**

THIS AGREEMENT is made and entered into this ____ day of _____, **2022**, by and between the **ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY**, a public body corporate and politic created under Chapter 159, Part IV, Florida Statutes (hereinafter "**Authority**"), whose mailing address is 700 South Palafox Street, Suite 310, Pensacola, Florida 32502 and the **CITY OF PENSACOLA**, a municipality chartered in the State of Florida ("**City**"), whose address is P.O. Box 12910, Pensacola, Florida 32521.

WITNESSETH:

WHEREAS, the Affordable Housing Task Force Final Report as presented to the Pensacola City Council on September 24, 2020 recommended that the City support tax credit development opportunities available under Florida Housing Finance Corporation's RFA process; and

WHEREAS, the Authority and City (hereafter referred to collectively as the "Parties") seek to enhance access to quality affordable multifamily housing for the local citizenry, especially those in very low and low income ranges; and

WHEREAS, the Parties are authorized by the Florida Interlocal Cooperation Act of 1969, Section 163.01 et. seq., Fla. Stat., to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Agreement.

Section 2. Term of Agreement.

The term of this Agreement shall commence on Effective Date as provided herein and shall continue

through October 31, 2023. The Term of this Agreement may be extended in twelve (12) month increments upon the mutual written approval of all Parties by an Amendment to this Agreement.

Section 3. Termination.

This Agreement may be terminated by either Party upon thirty (30) days prior written notice of termination to the other Party.

Section 4. Agreement Administration:

Agreement shall be administered by contract managers to be designated by each party.

Section 5. Terms.

The Parties agree to coordinate actions related to local government support of an application or applications for an affordable multi-family development within the Pensacola City limits to Florida Housing Finance Corporation (FHFC) for RFA 2022-205 SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits (RFA) as follows:

- A. The Authority will provide the local government contribution for the RFA in an amount equal to or greater than the minimum contribution set by FHFC for Escambia County, Florida.
- B. The City will authorize the Mayor or designee to sign the Local Government Verification of Contribution Form for submission to FHFC.
- C. The Parties agree to coordinate in the creation of a preliminary local application form for developers, which may also serve as application to the Authority for bond financing for the proposed multi-family development(s).
- D. The City will provide expedited permitting for any development proposal awarded funding by FHFC under this RFA.
- E. The Parties acknowledge that any development awarded funding by FHFC under this RFA will be monitored for ongoing compliance of rents, income limits, and occupancy by FHFC and the Authority or its agents.
- F. Any development proposal for which the Authority has provided the local government contribution will be required to pursue bond financing for the development through the Authority.
- G. The parties may mutually agree to extend this Agreement to other developments applying for 4% tax credits and subsidy through FHFC from time to time.

Section 6. Contingency Clause.

Funding for this Agreement is contingent upon the availability of funds. The Authority shall retain final approval authority over the use and expenditure of funds.

Section 7. Public Records.

- A. The Parties individually assume responsibility for maintaining all records and documentation related to and supportive of their respective activities undertaken through this Agreement and for all costs incurred and paid through provisions of this Agreement. Further, such financial and Program related records shall be readily available to the Authority, City, or their duly authorized representatives or designated agent(s), or other duly authorized persons requiring access to such records. All Parties shall ensure that such records are maintained in accordance with Florida Public Records Law, Chapter 119, Florida Statutes, and the public records retention schedules, as set forth in the current edition of the State of Florida General Records Schedule for State and Local Governments (GS1-SL).
- B. The parties to this Agreement shall each comply with Florida Public Records laws in connection with public records requests from third parties. The parties hereby contractually agree that each party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by any party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that if any party fails to comply with this provision within its established time periods for responding to such requests, such failure shall constitute an immediate and material breach of contract for which the remaining parties may unilaterally terminate this agreement without prejudice to any right or remedy.

Section 8. Indemnification.

Each party to this Agreement shall be responsible for the acts and omissions of its respective employees and agents in the performance of this Agreement, and the activities contemplated hereby, to the extent permitted by law. Nothing contained herein shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the Parties under Section 768.28, Florida Statutes, and other sovereign immunity limitations of applicable law. Nothing herein shall be construed as a consent by the Parties to be sued in any manner arising out of any contract.

Section 9. Notices.

All notices or other communications required under this Agreement shall be in writing and shall be given

by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, if by mail, on the date of actual receipt or courier deposit (pickup) date. Notices shall be addressed to the following:

City of Pensacola:

Grover C. Robinson, IV, Mayor
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502-5743
Phone: (850) 435-1626
E-mail: grobinson@cityofpensacola.com

With Copies to:

Marcie Whitaker, Director
City of Pensacola Housing Department
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 858-0350
E-mail: mwhitaker@cityofpensacola.com

Escambia County Housing Finance Authority:

Lisa Bernau, Executive Director
Escambia County Housing Finance Authority
700 South Palafox Street, Suite 310
Pensacola, Florida 32502
Phone: (850) 432-7077
E-mail: lisa.bernau@escambiahfa.com

Section 10. Compliance with Applicable Laws.

Parties agree to comply with and observe all applicable laws in performance of their respective duties pursuant to this Agreement, including the provisions of Florida Statute Chapter 112, Public Officers and Employees Parts I, II, and III.

Section 11. No Discrimination.

Parties to this Agreement warrant that all activities associated with this Agreement shall be available to the public in a non-discriminatory manner. Activities completed under this Agreement and access thereto shall be available without regard to race, color, national origin, religion, sex, familial status, disability, age, marital status, or gender. Further Parties accept responsibility for ensuring such non-discriminatory access to the Program by their respective elected officials and officers, employees, agents, and representatives.

Section 12. Miscellaneous Provisions.

A. This Agreement shall be construed and enforced according to the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the state courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. The prevailing party in any action, claim or proceeding arising out of this Agreement shall be entitled to its reasonable Attorney's fees and costs from the losing party.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement shall become effective, after being properly executed by the Parties, when filed in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The AUTHORITY shall be responsible for such filing after such execution by all parties.

Section 13. No Other Agreements.

The Parties agree this Agreement contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

SIGNATURE PAGES TO FOLLOW

(Remainder of Page Intentionally Left Blank)

FOR THE CITY OF PENSACOLA:

**CITY OF PENSACOLA, a municipal
corporation chartered in the State of Florida**

ATTEST:

**By: _____
Grover C. Robinson, IV, Mayor**

Date: _____

Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

**LEGAL IN FORM AND VALID AS
DRAWN:**

Marcie Whitaker

Marcie Whitaker, Housing Director

City Attorney

FOR THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY:

**ESCAMBIA COUNTY HOUSING FINANCE
AUTHORITY**

(SEAL)

ATTEST:

**By: _____
Shirley Henderson, Chair**

Date: _____

Robert Ward, Secretary

Approved as to legal sufficiency:

Patricia D. Lott, General Counsel