

**INTERLOCAL AGREEMENT
FOR URBAN INFILL HOUSING DEVELOPMENT INITIATIVES**

This Agreement is made and entered into this ____ day of _____, 20____, (but effective as of _____) (“Effective Date”) by and between the City of Pensacola, a municipal corporation of the State of Florida (“City”) and Escambia County Housing Finance Authority, a public body corporate and politic created under Chapter 159, Part IV, Florida Statutes (“Housing Finance Authority”) (singularly and individually, “Party,” and jointly, “Parties”), under the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.01 et. seq., Fla. Stat.

RECITALS:

- A. Pursuant to the provisions of Chapter 159 Part IV, Florida Statutes, the Housing Finance Authority has implemented the Urban Infill Revolving Loan Program (the “Program”) to provide financing for the development of workforce housing.
- B. City and Housing Finance Authority desire to jointly cooperate in the Program by combining resources and technical expertise to enhance the development of workforce housing for low, moderate, middle income residents and contribute to the redevelopment initiatives of the City.
- C. On _____, the City Council of the City of Pensacola authorized the Mayor to execute this Agreement with Escambia County Housing Finance Authority, under the terms and conditions set forth herein, and further, execute all other documents as may be necessary or convenient in administering the same.
- D. On _____, the Escambia County Housing Finance Authority Board authorized the Escambia County Housing Finance Authority to enter into this Agreement with City, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained,

Parties agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. **TERM:** The term of this Agreement shall commence on Effective Date and shall continue until terminated.
3. **TERMINATION:** This Agreement may be terminated by either Party upon thirty (30) days prior written notice of termination to the other Party.
4. **ADMINISTRATION OF AGREEMENT:** Agreement shall be administered by contract managers to be designated by each party.
5. **SCOPE OF SERVICE:** Parties agree to provide Services, as specifically described, and under the special terms and conditions set forth in Exhibit "A" entitled Scope of Services attached hereto, which by this reference is incorporated into and made a part of this Agreement.
6. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds, continued authorization for program activities, and final expenditure approval by each Party.
7. **PUBLIC RECORDS:** Parties individually agree to assume responsibility for maintaining all records as set forth in the current edition of the State of Florida General Records Schedule for State and Local Governments (GS1-SL) and allow access by the public, at all reasonable times, to all documents pertaining to this Agreement, subject to the provisions of Chapter 119, Florida Statutes, subject to disclosure under applicable law. Parties expressly agree specifically that the contracting parties shall comply with the requirements within Exhibit B, attached hereto and incorporated by reference. Failure or refusal by either Party to comply with the provisions of this section shall result in the immediate cancellation of this Agreement.
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.

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

Ashton J. Hayward, III, Mayor
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502-5743
Phone: (850) 435-1626
E-mail: ahayward@cityofpensacola.com

and in the case of the Escambia County Housing Finance Authority

Executive Director
Escambia County Housing Finance Authority
700 South Palafox Street, Suite 310
Pensacola, Florida 32502
Phone: (850) 432-7077
Fax: (850) 438-5205
E-mail: pat.lott@escambiahfa.com

10. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL 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.

11. **NONDISCRIMINATION:** Parties to this Agreement warrant that all activities associated with the Program shall be available to the public in a non-discriminatory manner. Activities completed under

the Program 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.

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 constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. 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.

13. **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

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: _____
Ashton J. Hayward, III, Mayor

Date: _____

Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

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

Marcie Whitaker, Housing Administrator

City Attorney

FOR THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY:

**ESCAMBIA COUNTY HOUSING FINANCE
AUTHORITY**

(SEAL)

ATTEST:

By: _____
Sandra J. Ward, Chair

Robert C. Maloy, Secretary

Approved as to legal sufficiency:

By: Patricia D. Lott, Executive Director and
General Counsel

Date: _____

**EXHIBIT A
SCOPE OF SERVICES**

INFILL HOUSING REVOLVING LOAN PROGRAM

TARGETING NEW CONSTRUCTION/OF OWNERSHIP HOUSING ON VACANT INFILL
PARCELS

LOCATION: CITY OF PENSACOLA

1. Purpose

To stimulate investment in the urban areas of the City of Pensacola by offering financial incentives that will encourage the proactive redevelopment of abandoned or vacant urban infill properties by private and non-profit builders or developers for the benefit of income eligible homebuyers.

2. Approach

Utilizing Housing Finance Authority, City and private resources, this Strategy encompasses:

- a. Identification and evaluation of urban infill sites suitable for the production of newly constructed single-family housing; and
- b. Attaining control or ownership of properties, through acquisition, donation, or other means as may be appropriate, that support the overall infill housing and redevelopment goals established in plans of the Housing Finance Authority and Community Redevelopment and Local Housing Assistance Plans of the City of Pensacola.

3. Strategy Design/Implementation

The Housing Finance Authority's intent is to integrate affordable housing production efforts of area lenders, builders/developers, non-profit organizations, local governments and neighborhood groups/associations, with the long-term vision and plans for development of quality affordable (workforce) ownership housing. The Strategy requires the combination of three distinct elements into a well-reasoned, flexible package that will ultimately produce quality new housing at reasonable prices generally affordable to families with gross income below levels identified in Attachment A of this Agreement, and in priority locations that foster collateral investment. Each element is briefly discussed as follows;

a. Infill Property Identification/Evaluation:

The City Housing Division will assist the Housing Finance Authority in identifying and, if necessary, prioritizing properties to be targeted for infill housing development. This will include identification of any suitable properties owned by the subject jurisdiction for which clear title can be assured or attained at reasonable cost.

b. Eligible Property:

Buildable infill properties/lots with proper zoning and clear insurable title will be evaluated and, if deemed appropriate for this Program by the Housing Finance Authority, acquired by the City

for the purpose of the production of infill workforce housing for income eligible homebuyers as defined elsewhere in this Agreement.

At the City's option, Eligible Properties will be deeded to the Housing Finance Authority to construct homes on their infill properties/lots in keeping with the pre-approval requirements, construction price and sales price limitations and income limitations for homebuyers prescribed in this Agreement. In support of Program goals, the City may provide a discount on parcel price from zero to 100 percent. All such parcels shall have clear, insurable title. After recovery of fixed expenses, any proceeds from the sale of the property will be split equally between the City and Housing Finance Authority. As security for payment for the real property and for the interim construction loan provided by the Housing Finance Authority to the Participating Builder, the Participating Builder shall execute a mortgage and note in favor of the Housing Finance Authority as their interests may appear prior to initiating construction on the property. Final decisions regarding commitment of funds from the Housing Finance Authority's Urban Infill Revolving Loan Program for use on such Participating Builder owned properties/lots shall solely rest with the Housing Finance Authority, as represented by its Contract Manager.

c. Construction of Homes on Acquired or Committed Urban Infill Properties/Lots:

Construction of homes shall be accomplished by working closely with private and non-profit builders/developers (herein collectively "Participating Builders") who formally commit to construct housing on acquired or committed properties. Pursuant to a publicly noticed process, the Housing Finance Authority has previously obtained Letters of Interest from Participating Builders who wish to participate in the Urban Infill Revolving Loan Program. If a fixed price approach will be used for a particular property, proposals will be solicited pursuant to a public competitive process. Participating Builders who respond and meet the requirements stipulated in the Request for Letters of Interest (the "RLI") will execute the Urban Infill Revolving Loan Agreement with the Housing Finance Authority.

4. Redevelopment Incentive(s).

Housing Finance Authority funds have been allocated by the Board of the Housing Finance Authority to support the Urban Infill Revolving Loan Program. To encourage wide participation, Housing Finance Authority funds of up to \$100,000 per single family housing unit which shall be loaned to Participating Builders who execute the Urban Infill Revolving Loan Program Agreement and perform in accordance with the terms outlined therein.

In the event that the City has identified and prequalified a buyer for the property, the Urban Infill Revolving Loan Program Agreement may provide for a fixed construction and sales price. In such event the loan for such construction may be increased to an amount up to \$150,000.

5. Limitations and Eligibility Requirements.

Housing units developed with Housing Finance Authority, SHIP, HOME or City Program assistance must meet the statutory or regulatory requirements of the respective governing Program(s). This will require that Participating Builders, their designated lender(s) and realtor(s) work closely with the Housing Finance Authority and City staff to ensure that all homes benefiting from Housing Finance Authority financing are sold to homebuyers meeting the applicable Program's income eligibility requirements and program guidelines.

- a. Families must have gross incomes that are below the limits stipulated in Attachment A of this Interlocal Agreement, depending upon the source of funds accessed for benefit of the ultimate homebuyer(s). Housing Finance Authority, SHIP, HOME, and City income limits are all provided in Attachment A, which may be updated from time to time.
- b. Unless a waiver is obtained from the City and the Housing Finance Authority, families must be “first-time” homebuyers (defined as a potential mortgagor who has not had an ownership interest in a principal residence at any time during the three-year period ending on the date a mortgage is executed under the Program, as defined in the Master Origination Agreement applicable to the Authority’s first-time homebuyer Program(s). A maximum housing unit sale price must be agreed upon prior to commencement of construction. The first-time homebuyer requirement shall be automatically waived for buyers who are qualified for and assisted through the HOME or City Programs.
- c. Families must be credit worthy as defined by Housing Finance Authority first-time homebuyer Program requirements and the mortgage origination standards of FHA, VA, RD and/or Freddie Mac standards as necessary to secure a first mortgage adequate to culminate the home purchase.

ATTACHMENT A
(Section 1)

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY
FIRST TIME HOMEBUYER PROGRAM

MAXIMUM INCOME ELIGIBILITY LIMITS
FOR LOW, MODERATE AND MIDDLE INCOME PERSONS/FAMILIES
(Current: August 1, 2017)

Maximum Income Limits:

Non-Targeted Areas:

1-2 Family members: \$62,000

3+ Family members: \$71,300

Targeted Areas (*see note below*):

1-2 Family members: \$74,400

3+ Family members: \$86,800

NOTE: Approved Target Areas in Escambia County for the Authority's Program can be viewed/located at:

[Escambia County HFA Targeted Areas](#)

ATTACHMENT A

(Section 2)

**CITY OF PENSACOLA/ESCAMBIA COUNTY
2017 INCOME GUIDELINES**

Escambia/Pensacola SHIP First Time Homebuyer Program

***City of Pensacola Homebuyer Incentive Program**

(Effective Date: April 14, 2017)

# PERSONS IN FAMILY	Low Income 80%	Moderate Income 120% (SHIP and City Maximum)
1	34,750	52,080
2	39,700	59,520
3	44,650	66,960
4	49,600	74,400
5	53,600	80,400
6	57,550	86,400
7	61,550	92,280
8	65,500	98,280
9	69,440	104,160
10	73,408	110,112

*The City of Pensacola may provide funding to assist qualifying essential service personnel to purchase homes within the City limits.

**CITY OF PENSACOLA/ESCAMBIA COUNTY
2017 INCOME GUIDELINES
Escambia/Pensacola HOME Homebuyers Program
(Effective Date: April 14, 2017)**

# PERSONS IN FAMILY	Low Income 80% (HOME Maximum)
1	34,750
2	39,700
3	44,650
4	49,600
5	53,600
6	57,550
7	61,500
8	65,500
9	69,440
10	73,408

EXHIBIT B

PUBLIC RECORDS: Recipient shall comply with Chapter 119, Florida Statutes. Specifically, Recipient shall:

- A. Keep and maintain public records required by the City of Pensacola (hereinafter “City”) to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Recipient does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Recipient or keep and maintain public records required by the City to perform the service. If Recipient transfers all public records to City upon completion of the Agreement, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of the Agreement, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.