

4/4/2019 CARII-6

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA
RELATING TO THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

THIS INTERLOCAL AGREEMENT is made and entered into by and between ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County"), and the CITY OF PENSACOLA, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council (the "City").

WITNESSETH:

WHEREAS, the County and the City have legal authority to perform general government services within their respective jurisdiction; and

WHEREAS, the County and the City are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the William E. Sadowski Affordable Housing Act (Chapter 92-317, Laws of Florida, incorporated herein by reference) created §§420.907-420.9079 Florida Statutes, the "State Housing Initiatives Partnership Program" ("SHIP") (CSFA #40.901), which authorizes funds in the Local Government Housing Trust Fund (the "Fund") to be distributed to approved counties and eligible municipalities within the county pursuant to an Interlocal Agreement; and

WHEREAS, Escambia County is an approved County and the City of Pensacola is an eligible municipality within the County; and

WHEREAS, the County and the City desire to jointly utilize SHIP allocations pursuant to this Agreement; and

WHEREAS, the County and the City have determined that SHIP Program funds can be more effectively and efficiently utilized and managed through an Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated in this Agreement.
2. The County and the City do hereby agree that the SHIP Program funds which are to be distributed to the County and City as provided in §420.9073, Florida Statutes, shall be allocated jointly to the County and City for purposes identified in the mutually approved Escambia/Pensacola Local Housing Assistance Plan (LHAP). The implementation of SHIP Program activities shall be undertaken cooperatively by the County, through its Neighborhood Enterprise Division, and the City, through its Housing Division, in accordance with the Terms and Conditions provided in **Exhibit I**, attached hereto and incorporated herein.
3. Unless earlier terminated pursuant to other provisions of this Agreement, the term of this Agreement shall run concurrent with the distribution of SHIP Program funds which are allocated jointly to the County and the City and shall continue for the duration of the 2020-2022 LHAP.

Date: 4/18/19
Verified By: [Signature]

4. The County and the City direct the Florida Housing Finance Corporation (the "Corporation") to distribute and allocate the SHIP Program funds in accordance with this Interlocal Agreement and authorize the Corporation to rely on the County's and the City's stated intent and their authority to execute this Agreement.

5. The SHIP Program funds so distributed will be deposited in a single depository trust fund account created and managed by Escambia County, which shall be administered by the Finance Division of the Office of the Clerk of the Circuit Court. This account shall be known as the Escambia-Pensacola Local Government Housing Trust Fund (hereinafter referred to as "Local Fund"), to which SHIP funds are distributed by the Corporation. The Corporation will be notified of any change in the Local Fund status and the parties agree to have such Local Fund audited annually as required by Chapter 420, Florida Statutes, and Rule 67-37, Florida Administrative Code. Since all distributions from the Local Fund shall be processed by Escambia County, the parties hereto agree that the Comprehensive Single Entity Audit of the accounts and records of the County with respect to SHIP revenues and expenditures shall constitute the audit for the Interlocal Entity as described in the SHIP Regulations. The parties hereto agree that the Local Fund may be allocated a pro-rata charge by the County based upon the cost of the independent audit.

6. During the term of this Agreement, neither party shall jeopardize the other party's right to receive its allocation from the Local Fund.

7. The parties to this Agreement have both adopted an Affordable Housing Incentive Plan and mutually understand that the relevant law requires the continuing monitoring and implementation of said Plan for the purpose of enhancing and providing affordable housing. Both parties agree to cooperate in ensuring that the requirements and spirit of applicable law are satisfied.

8. Neither party shall use any revenues distributed and allocated for purposes other than those authorized by §420.9072(7), Florida Statutes, or as stipulated in Florida Administrative Rule 67-37, Florida Administrative Code.

9. If at any time during the term of this Agreement, the County or the City believe that the intent of the parties as set forth herein is not being accomplished or that the terms of this Agreement are not fair, such entity may, upon providing ninety (90) days written notice, renegotiate the terms and provisions of this Agreement to be effective on the first day of the next fiscal year. If the parties are unable to renegotiate the terms and provisions of this Agreement prior to the commencement of the next fiscal year, this Agreement shall terminate and be of no further force or effect as to either party and the funds shall be allocated as provided by law.

10. If either party shall cease to be eligible for allocation and distribution of Local Government Housing Trust Fund monies, such party's allocation of the funds shall remain in the Local Fund to be used by the Corporation.

11. The parties to this Agreement shall cooperatively prepare and submit a single consolidated annual report incorporating all activities undertaken with SHIP funds in compliance with reporting provisions of Rule 67-37, Florida Administrative Code.

12. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members

of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

13. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

14. This Agreement shall become effective, after being properly executed by the parties, when filed with the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the respective dates under each signature below.

Date Executed

4/4/2019

Attest: Pam Childers
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



ATTEST:

[Signature]
Ericka L. Burnett, City Clerk

(SEAL)

ESCAMBIA COUNTY, a political subdivision
of the State of Florida,

By: [Signature]
Lumon J. May, Chairman

BCC Approved: 4/4/2019

Approved as to form and legal
sufficiency.

By: Kristin D. Hual, SACA

Date: 03-18-2019

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

By: [Signature]
Grover C. Robinson, IV, Mayor

APPROVED AS TO CONTENT:

[Signature]
Marcie Whitaker, Pensacola Housing

LEGAL IN FORM AND VALID
AS DRAWN:

[Signature]
City Attorney

**EXHIBIT I
TERMS AND CONDITIONS
SHIP PROGRAM IMPLEMENTATION**

1. **AFFORDABLE HOUSING ADVISORY COMMITTEE:** The County and the City agree to jointly establish and staff the Affordable Housing Advisory Committee (AHAC) in accordance with the provisions of §420.907-9079, Florida Statutes. The City shall solicit and appoint a representative from the City of Pensacola Planning Board and a citizen who resides in the City of Pensacola. All other appointees to the AHAC shall be solicited by the County. The City Council may nominate appointees for the remaining representative positions through the County's solicitation process. All appointments will be jointly approved by the Board of County Commissioners and the City Council.

2. **MORTGAGE/LIEN RELEASES:** Requests for payoffs and mortgage/lien cancellations should be directed to the County if the property is located within the unincorporated areas of the County or to the City if the property is located within the City limits. The preparation of mortgage/lien cancellations shall be prepared by the local jurisdiction in which the property is located and signed by the chief elected official. Any funds to be returned to the SHIP program shall be deposited into the Local Fund. All program income shall be used in accordance with SHIP program guidelines.

3. **MONITORING:** The City will provide files to the County as requested and required for monitoring of the SHIP Program by County auditors and/or the Florida Housing Finance Corporation or its agents.

4. **ANNUAL REPORTS:** The County will serve as the primary agent for preparation and submission of online annual report to Florida Housing Finance Corporation. The City will provide supporting information as required for the County to complete the annual report.

5. **PROJECT SELECTION:** County and City staff will jointly identify projects for funding in accordance with the strategies presented in the Local Housing Assistance Plan. Projects will be solicited and awarded through the County's Purchasing Department with City representation on selection committees. Agreements will be presented to the County for approval.

6. **LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION:** If approved by Board action, the County Administrator will sign the Local Government Verification of Contribution forms certifying the commitment of local SHIP funds for applicants responding to Request for Applications through the Florida Housing Finance Corporation for housing development project financing.

7. **HOUSING STRATEGY ADMINISTRATION:**

a. The County and the City will administer the replacement housing and housing repair strategies for their respective jurisdictions. The City may choose to have the County reimburse for eligible SHIP expenses within the City limits or may directly pay the contractor provided that all County/LHAP requirements have been met.

b. The City will serve as primary administrator for the homebuyer program county-wide. Applications will be submitted to the City Housing Division and complete application packets will be submitted to the County for review and processing of checks for closing.