

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of March, 2017, by and between **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and the **HOUSING FINANCE AUTHORITY OF LEE COUNTY, FLORIDA**, hereinafter referred to as the "AUTHORITY".

WITNESSETH:

WHEREAS, Part IV of Chapter 159, Florida Statutes, authorizes the creation of housing finance authorities within the State of Florida for the purpose of issuing revenue bonds to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, there now exists the **HOUSING FINANCE AUTHORITY OF LEE COUNTY, FLORIDA** which has represented that it is properly organized and constituted; and

WHEREAS, the **AUTHORITY** has the experience and staff personnel required to provide the **COUNTY** the services contemplated by the Florida Housing Finance Authority Law; and

WHEREAS, Section 159.603(1), Florida Statutes, authorizes the **AUTHORITY** to operate within the territorial boundaries of Charlotte County if the **COUNTY** grants its approval for such operation; and

WHEREAS, the **COUNTY** wishes to permit the **AUTHORITY** to operate in Charlotte County within certain guidelines;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the **COUNTY** and **AUTHORITY** understand and agree as follows:

SECTION 1. PURPOSE OF AGREEMENT. The purpose of this Agreement is for the **COUNTY** and **AUTHORITY** to authorize the Authority to issue bonds in the County when so requested by the County and to define the conditions under which the **AUTHORITY** would include Charlotte County within its area of operation pursuant to Section 159.603(1), Florida Statutes, for the purpose of issuing bonds to finance qualifying housing developments located within Charlotte County.

SECTION 2. DURATION OF AGREEMENT.

(a) This Agreement may be terminated at any time by either party upon delivery of written notice to the other. No termination pursuant to this provision shall be effective relative to any bonds which have been previously authorized and validated or for which bond proceeds are

still in the possession of the AUTHORITY or its agents pending distribution, unless the parties to this Agreement mutually agree in writing to the terms of such termination.

(b) It is further agreed that, in the event of termination, the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of bonds pursuant to this Agreement.

SECTION 3. ADMINISTRATIVE AGENT.

(a) The AUTHORITY will assume administrative responsibility for administering this Agreement by and through its employees, agents and officers, except that the COUNTY retains and reserves the right and obligation to require reasonable reporting on programs designed for and approved by the COUNTY and reserves the right and obligation to approve the need for the program parameters of any bond issue proposed pursuant to this Agreement and to designate any project to be funded pursuant to this Agreement.

(b) The AUTHORITY and its agents shall provide the COUNTY with such reports as may be necessary to account for funds generated by this Agreement.

(c) The AUTHORITY shall also have full authority and responsibility to negotiate, define, validate, market, close, and to take such other action as may be necessary to finance qualifying housing developments in the COUNTY pursuant to this Agreement and Part IV, Chapter 159, Florida Statutes.

SECTION 4. COMPENSATION AND PAYMENT.

(a) The COUNTY and AUTHORITY each agree that all amounts received as application fees with respect to the development of Projects financed pursuant to this Agreement shall be split equally between the AUTHORITY and the COUNTY.

(b) The COUNTY and AUTHORITY each agree that all amounts received as bond closing fees and annual administrative fees with respect to developments or Projects financed pursuant to this Agreement shall be split equally between the COUNTY and the AUTHORITY.

(c) Section 159.609, Florida Statutes prohibits the financing of any qualifying housing development for the profit of the AUTHORITY or as a source of revenue for the COUNTY. The COUNTY and AUTHORITY, therefore agree to expend fees received by them in accordance with the provisions of Section 159.609, Florida Statutes.

(d) All revenues generated by bonds issued pursuant to this Agreement will be administered by the AUTHORITY or its agents and all payments due from such revenues may be paid by the AUTHORITY without further action by the COUNTY.

SECTION 5. EMPLOYEE STATUS:

(a) The AUTHORITY shall have total discretion in the hiring, firing, supervision, contracting, paying and discipline of AUTHORITY employees, agents, consultants and representatives.

(b) Persons employed by the AUTHORITY shall have no claim against the COUNTY for pension, workers compensation, unemployment, civil service, or other employee rights or privileges.

(c) Agents, consultants and representatives do specifically retain such causes of action as they may have if the COUNTY should wrongfully terminate this Agreement during the process of issuing bonds pursuant to this Agreement.

SECTION 6. PROGRAM CONTRACTS AND DOCUMENTS. The AUTHORITY is authorized to approve and execute such contracts, documents, bonds and agreements as may be necessary to issue bonds pursuant to this Agreement.

SECTION 7. COOPERATION. The County shall cooperate with the AUTHORITY in providing such assistance as may be necessary and reasonable in issuing bonds pursuant to the program. The AUTHORITY assumes no liability for the wages, salary, costs, compensation or other entitlements of officers, agents or employees of the COUNTY performing services pursuant to this Section.

SECTION 8. INDEMNITY. Neither party to this Agreement nor its officers and employees shall, by this Agreement, be deemed to assume any liability for the acts or omissions of the other party.

SECTION 9. RENEWAL. This Agreement shall renew annually on January 1, of each year commencing on January 1, 2018, for successive one (1) year terms unless action is taken pursuant to Section 2(a) and 2(b) to terminate same.

SECTION 10. CONSTRUCTION. This Agreement is to be construed according to Florida Law. It is understood that, for purposes of construing this Agreement and any documents generated pursuant to same, the AUTHORITY shall be the "issuing" body for all bonds and shall be considered the Housing Finance Authority described in Part IV, Chapter 159, Florida Statutes.

SECTION 11. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested and sent to:

FOR COUNTY:

Ray Sandrock, County Administrator
Charlotte County Government
18500 Murdock Circle
Port Charlotte, Florida 33948

FOR AUTHORITY:

Housing Finance Authority Lee of County, Florida
2449 First Street
Fort Myers, Florida 33901

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument in two counterparts for the purpose herein expressed.

**BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA**


By: WILLIAM G. TRUJILLO, Chairman

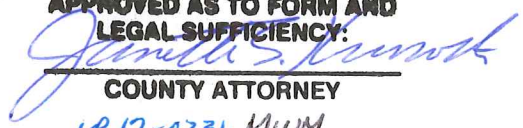
Date: 25 APR 1 2017

ATTEST:

ROGER D. EATON, Clerk of the
Circuit Court and Ex-Officio Clerk
of the Board of County Commissioners
of Charlotte County, Florida


Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


COUNTY ATTORNEY

CR 17-0236 MUM

ATTEST:

HOUSING FINANCE AUTHORITY OF LEE
COUNTY, FLORIDA



P. MICHAEL VILLALOBOS
Assistant Secretary

By: 

E. WALTER BARLETTA,
Chairman

ROGER D. EATON
CHARLOTTE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER
350 EAST MARION AVENUE
PUNTA GORDA, FLORIDA 33950

CUSTOMER INFORMATION

BOARD OF COUNTY COMMISSIONERS
INTER- OFFICE MURDOCK
MURDOCK,FL

TRANSACTION INFORMATION

Transaction #: 1193581
Receipt #: 2017042126
Cashier Date: 05/15/2017
Print Date: 05/15/2017
Cashier By: KAREN B

Source Code: Over the Counter
Return Code: Over the Counter
Comments:

AGREEMENT **CFN: 2523374** **Book: 4198 Page: 811**

From: CHARLOTTE COUNTY **To:** HOUSING FINANCE AUTHORITY

RECORDING FEE \$44.00

PAYMENT: DEFERRED **AMOUNT: \$44.00**

Total Payments: \$ 44.00 Total Fees: \$ 44.00 Shortage: \$ 0.00 Overage: \$ 0.00

TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

**Nabors
Giblin &
Nickerson** P.A.
ATTORNEYS AT LAW

RECEIVED

MAY 12 2017

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

FORT LAUDERDALE
110 East Broward Boulevard
Suite 1700
Fort Lauderdale, Florida 33301
(954) 315-3852 Tel

May 11, 2017

Robert Hebert
Charlotte County, Florida
1050 Loveland Boulevard
Port Charlotte, Florida 33980

Re: Dominion Development and Acquisition Project

Dear Mr. Hebert:

Enclosed herewith is the original Interlocal Agreement ("Agreement") between Charlotte County, Florida and the Housing Finance Authority of Lee County, Florida in connection with the above-referenced issue, which has been recorded in the official records of Lee County. Would you please have the Agreement recorded in the official records of Charlotte County and return the original to my attention after that has been done.

Please call me if you have any questions.

Sincerely,



Tammy L. Keith
Legal Assistant to Mark T. Mustian

/tlk
Enclosure