

RESOLUTION NO. 2009- 322

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA, IN CONNECTION WITH ST. JOHNS COUNTY'S NEIGHBORHOOD STABILIZATION PROGRAM; AUTHORIZING OFFICERS OF THE COUNTY TO DO ALL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Housing and Economic Recovery Act created the Neighborhood Stabilization Program (the "Program") which is primarily intended for the acquisition of bank owned foreclosed properties which, once acquired (and refurbished as needed), will be sold to income eligible households or used for low income rental housing; and

WHEREAS, the St. Johns County, Florida (the "County"), recognizes the importance of the program to serve the housing needs of the County and the benefits of the eligible uses of the funds of the Program; and

WHEREAS, the County has entered into a Federally-Funded Subgrant Agreement with the State of Florida Department of Community Affairs relating to the Program; and

WHEREAS, the County has determined to utilize RPDS-Roumelis Planning and Development Services, Inc. and Fred Fox Enterprises, Inc. to serve as consultants to assist the County in the administration of the Program; and

WHEREAS, the County has determined to utilize the Housing Finance Authority of St. Johns County, Florida (the "Authority"), to assist the County with certain development aspects of the Program and the Authority has agreed to assist the County with such development aspects of the Program; and

WHEREAS, the County and the Authority desire to set forth their agreement regarding the Program in an interlocal agreement pursuant to Section 163.01, Florida Statutes, as amended; and

WHEREAS, the Board of County Commissioners of the County (the "Board") deems it necessary, desirable and in the best interests of the County to approve the form of and authorize the execution of an Interlocal Agreement in substantially in the form attached hereto as Exhibit A (the "Interlocal Agreement"), all in the manner and to the extent hereinafter provided;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1. APPROVAL AND AUTHORIZATION OF EXECUTION OF INTERLOCAL AGREEMENT. The Interlocal Agreement between the County and the Authority, in substantially in the form attached hereto as Exhibit A, is hereby approved; and the Chair or the Vice Chair of the Board is hereby authorized and directed to execute and deliver the Interlocal Agreement on behalf of the Authority, with such changes or modifications as may be approved by the County's counsel and the officer executing the same, such approvals to be conclusively evidenced by such officer's execution thereof.

SECTION 2. OTHER ACTION. The Chair, the Vice Chair and the Clerk of the Board and the County Administrator are each hereby authorized and directed to execute and deliver any and all additional documents, certificates and instruments necessary or proper to do and cause to be done any and all acts and things necessary or proper relating to this Resolution and the Interlocal Agreement as described in this Resolution.

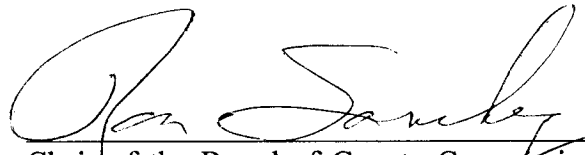
SECTION 3. ACTION APPROVED AND CONFIRMED. All actions of the officers, employees or agents of the County which are in conformity with the purposes and intent of this Resolution are approved and confirmed in all respects hereby. Moreover, the above recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

SECTION 4. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provision or cause any other provision to be invalid, inoperative or unenforceable to any extent whatsoever.

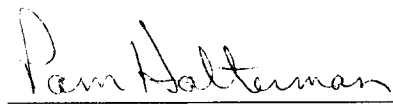
SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of November, 2009.

(OFFICIAL SEAL)


Chair of the Board of County Commissioners
of St. Johns County, Florida

ATTEST: Clerk of the Board of County
Commissioners of St. Johns County, Florida


Deputy Clerk

RENDITION DATE 11/5/09

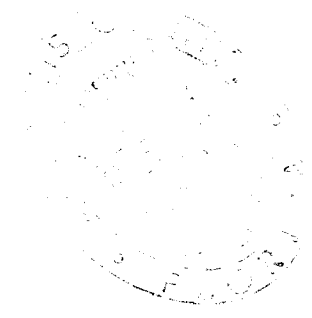


EXHIBIT A

Form of Interlocal Agreement

DCA Contract # 10DB-4X-04-65-01-F-22

**INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA,
AND THE HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, FLORIDA,
RELATING TO ST. JOHNS COUNTY'S
NEIGHBORHOOD STABILIZATION PROGRAM**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement"), entered into on this _____ day of _____, 2009, by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida 32082 (hereinafter referred to as the "County"), and the HOUSING FINANCE AUTHORITY OF ST. JOHNS COUNTY, a public body corporate and politic of the State of Florida, located at 102 M. L. King Avenue, Suite B, St. Augustine, Florida 32084 (hereinafter referred to as the "HFA").

WITNESSETH:

WHEREAS, the Housing and Economic Recovery Act created the Neighborhood Stabilization Program (the "Program") which is primarily intended for the acquisition of bank owned foreclosed properties which, once acquired (and refurbished as needed), will be sold to income eligible households or used for low income rental housing; and

WHEREAS, the County recognizes the importance of the program to serve the housing needs of St. Johns County and the benefits of the eligible uses of the funds of the Program; and

WHEREAS, the County has entered into a Federally-Funded Subgrant Agreement dated October 6, 2009 (the "DCA Agreement"), with the State of Florida Department of Community Affairs (the "Department") relating to the Program; and

WHEREAS, the County has retained RPDS-Roumelis Planning and Development Services, Inc. and Fred Fox Enterprises, Inc. (the "Consultants") to serve as consultants to assist the County in the administration of the Program; and

WHEREAS, the County has determined to utilize the HFA to assist the County with certain development aspects of the Program and the HFA has agreed to assist the County with such development aspects of the Program; and

WHEREAS, the County and the HFA now desire to set forth their agreement regarding the Program in this Agreement;

NOW THEREFORE, in consideration of the mutual promise and covenants contained herein, the County and the HFA agree as follows:

SECTION 1 – AUTHORITY

The above recitals are incorporated into the body of this Agreement, and said recitals are adopted as findings of fact. The parties are authorized to enter into this Agreement by Section 163.01,

Florida Statutes, as amended. The County is authorized to enter into contracts under Section 125, Florida Statutes, as amended. The HFA is authorized to enter into contracts pursuant to Section 159.608(1), Florida Statutes, as amended.

SECTION 2 – DEFINITIONS

“Task List” means Primary Tasks and Responsible Entity List attached hereto as Exhibit A.

SECTION 3 – DIVISION OF WORK

3.0 The County shall be responsible for those administrative aspects of the Program designated as the responsibility of the County in the Task List and the other administrative aspects of the Program required of the County in accordance with the terms of the Program. The County shall comply with all applicable requirements of the Program with respect to all aspects of the Program undertaken by the County. The County shall be responsible for ensuring that the Consultants shall be responsible for those aspects of the Program designated as the responsibility of the Consultants in the Task List and in the County’s contracts with such Consultants.

3.1 The HFA shall be responsible for those development aspects of the Program designated as the responsibility of the HFA in the Task List and any related development aspects of the Program in accordance with the terms of the Program. The HFA shall comply with all applicable requirements of the Program with respect to all aspects of the Program undertaken by the HFA.

(a) With respect to any insurance obtained by or on behalf of the HFA relating to the Program, the HFA shall provide the County documentary proof that the County is named as an additional insured under such insurance. The HFA shall ensure that such insurance remains in full force and effect until the applicable property is sold or transferred by the HFA. The intent is that the County be provided the same protections in said policies as that accorded to the HFA. Subject to the County’s reservation to represent itself at its own expenses in that event of a claim or dispute, adjustment and settlement of any loss with the insurers shall be conducted by the HFA, and the HFA shall account to the County for the proceeds of such insurance.

(b) The County, the Department, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States and any of their duly authorized representatives shall have access to any books, documents, papers and records of the HFA which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(c) The HFA shall retain all records relating to this Agreement for six years after the Department has accepted the final closeout documents for the Program from the County and all other pending matters are closed.

(d) To the extent required by the Program, if the amount paid to the HFA under this Agreement exceeds \$100,000, the HFA shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of

the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15); and the HFA shall also include this clause in any of its subcontracts over \$100,000.

(e) To the extent required by the Program, the HFA shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(f) As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the HFA authorizes the County to examine, review, inspect and/or audit the HFA's books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that the HFA is under no duty to provide access to documentation, not related to this Agreement, and is otherwise protected by County, state, or federal law.

3.2 The County and the HFA both agree to implement the Program (a) cooperatively, (b) with due diligence under a mutually agreed schedule, (c) ensuring that the necessary resources are made available in a timely manner and (d) in a manner that will contribute to all portions of the overall effort being completed under the terms of the Program and this Agreement.

SECTION 4 – PAYMENT OF COSTS

4.0 The County and the HFA shall bear the respective costs associated with their respective responsibilities under the Program in accordance with the terms of the Program. The County shall pay to the HFA from Program funds the funds required for the acquisition and rehabilitation of all properties in accordance with the terms of the Program.

4.1 Unless otherwise provided by the terms of the Program, up to 12% of certain costs of the Program may be paid to the HFA from Program funds as a developer fee in accordance with the Program. In consideration of the HFA's efforts, such fee shall be in addition to activity costs paid to the HFA in accordance with the Program.

4.2 Unless otherwise provided by the terms of the Program, up to 6.8% of Program funds received by the County may be used by the County for administrative costs of the Program in accordance with the Program.

SECTION 5 – TERM AND TERMINATION

5.0 The term of this Agreement shall commence on the day and year first above written and shall continue in full force and effect until the termination of the Program; provided however that this Agreement may be terminated for cause and/or convenience as follows:

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (i) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (ii) an opportunity for consultation with the terminating party prior to termination.

(b) This Agreement may be terminated in whole or in part in writing by the County for its convenience, provided that the HFA is afforded the same notice and consultation opportunity specified in (a) above.

(c) If termination for default is effected by the County, an equitable adjustment in the amounts to be paid to the HFA under this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work and (ii) any payment due to the HFA at the time of termination may be adjusted to cover any additional costs to the County because of the HFA's default.

(d) If termination for convenience is effected by the County, such equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

(e) For any termination, such equitable adjustment shall provide for payment to the HFA for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the HFA relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

(f) Upon receipt of a termination action under (a) or (b) above, the HFA shall (i) promptly discontinue all affected work (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the County all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the HFA in performing this Agreement, whether completed or in process.

(g) Upon termination, the County may take over the work and may award another party a contract to complete the work described in this Agreement.

(h) If, after termination for failure of the HFA to fulfill its obligations hereunder, it is determined that the HFA had not failed to fulfill such obligations, the termination shall be deemed to have been for the convenience of the County. In such event, adjustment of the amounts paid to the HFA shall be made as provided in paragraph (d) above.

SECTION 6 – GENERAL PROVISIONS

6.0. As required by the DCA Agreement, the HFA agrees to be bound by the terms of the DCA Agreement, including but not limited to, applicable bookkeeping and audit requirements and annual fair housing activities thereunder, and by all applicable state and federal

laws and regulations and to hold the Department harmless against all claims of whatever nature arising out of the HFA's performance of work under the DCA Agreement, to the extent allowed and required by law.

6.1 As required by the DCA Agreement, the HFA hereby certifies that to the best of its knowledge and belief (a) no federally appropriated funds have been paid or will be paid, by or on behalf of the HFA, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement, (b) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the HFA shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" and (c) the HFA shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose.

6.2 The County and the HFA each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the County or the HFA, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County, the HFA, their successors and assigns.

6.3 Both parties agree to comply with all applicable laws, rules and regulations, federal, state and local, in its performance under this Agreement and its implementation.

6.4 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable state or federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

6.5 No waiver by either party at any time of any of the terms, conditions, covenants, and agreements herein, or of any default, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof.

6.6 This Agreement constitutes the entire Agreement between the County and the HFA. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. No change in, modification of, or supplement to this

Agreement shall be valid or enforceable unless it is enacted in writing and signed by the duly authorized representatives of the County and the HFA by formal amendment.

6.7 This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. Unless otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the County and the HFA, arising out of or relating to this Agreement, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in St. Johns County, Florida.

6.8 If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect, provided that the rights and obligations of the parties are not materially prejudiced and the intention of the parties continue to be effected.

6.9 All notices specifically required hereunder (“Official Notices”) to be delivered to the County shall be delivered either by hand (receipt of delivery required), or by certified mail to:

County Administrator
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

With a copy to the County Attorney at the same address.

All Official Notices to be delivered the HFA shall be delivered either by hand (receipt of delivery required), or by certified mail to:

Chair
Housing Finance Authority of St. Johns County
102 M. L. King Ave., Suite B
St. Augustine, FL 32084

All other correspondence, not classified as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing or e-mailing.

6.10 This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all counterparts together shall constitute one and the same instrument.

6.11 The Clerk of Circuit Court of the St. Johns County, Florida, is hereby authorized and directed, after approval and execution of this Agreement by the parties hereto, to file this

Agreement in accordance with the requirements of Section 163.01(11), Florida Statutes, as amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first set forth above.

ST. JOHNS COUNTY, FLORIDA

(SEAL)

ATTEST:

By: _____
Chair of its Board of County Commissioners

By: _____
Clerk of its Board of County
Commissioners

**HOUSING FINANCE AUTHORITY OF ST.
JOHNS COUNTY, FLORIDA**

(SEAL)

ATTEST:

By: _____
Chair

By: _____
Secretary

Exhibit A

**Neighborhood Stabilization Program
Primary Tasks and Responsible Entity**

Neighborhood Stabilization Program Primary Tasks and Responsible Entity

Activity	County	RPDS	Fox	HFA
Submission of Application & Plan	X			
Program Compliance Monitoring & Reporting:				
Establish required formats for file maintenance and financial tracking	X	X		
Monitor and evaluate Program costs and expenses	X	X		
Monitor and evaluate Program compliance		X		
Prepare required Program reports		X		
Monitor compliance with federal wage and labor standards		X		
Preparation of all Notices Owners of Foreclosed Properties Potential Homebuyers	X		X	
Preparation of DCA Contract Documents	X		X	
Preparation of Consultant Contract	X	X	X	
Preparation of Interlocal Agreement	X	X	X	X
Preparation of Other Program Contract Documents		X	X	X
Coordinate Selection of:				
Program Administration Consultant	X			
Contractors	X			X
Rehab Specifications Contractor, if needed	X			X
Title Companies	X			X
Surveyors	X			
Environmental Firms	X			X
Lead Paint Testing				
Mold Testing and Abatement				
Asbestos Inspection				
Radon Gas Inspection				
Chinese Drywall Inspection				
Termite Inspection				
Appraisers	X			X
Credit Counselors	X			
Rental Owners/Managers	X			X

Activity	County	RPDS	Fox	HFA
Rental Beneficiary Organizations	X			X
Ground Maintenance Companies	X			X
Preparation of all Draw Requests		X		X
Submission of all Draw Requests to DCA	X			
Coordination with Owners of Foreclosed Properties			X	X
Identification of Potential Property Acquisitions				X
Selection of Recommended Property Acquisitions			X	X
Preparation of Purchase Option Contracts				X
Coordination of Program Environmental Report			X	X
Coordination of General Environmental			X	X
Coordination of Site Specific Environmental				X
Coordination of Environment Inspections, if applicable				X
Lead Paint Testing				
Mold Testing and Abatement				
Asbestos Inspection				
Radon Gas Inspection				
Chinese Drywall Inspection				
Termite Inspection				
Preparation of Rehabilitation Estimates				X
Coordination of Appraisals and Surveys				X
Coordination of Title Search and Zoning Review				X
Coordination with DCA for Approval of Acquisition			X	
Approval of HFA Property Acquisitions	X			
Coordination of Property Acquisition				X
Coordination of Rehabilitation Bids				X
Final Approval of Rehabilitation Bids	X			

Activity	County	RPDS	Fox	HFA
Preparation of Rehabilitation Contracts		X		X
Coordination of Construction Inspections			X	X
Coordination of Final Construction Inspection Report			X	
Coordination of Insurance until Sale				X
Coordination of Grounds Maintenance and Home Maintenance until Sale				X
Coordination of Security until Sale				X
Marketing of Homes for Sale				X
Preparation of Information Packets and Pre-approval Applications for Potential Homebuyers		X		X
Identification of Potential Homebuyer Applicants	X			X
Qualification of Applicants for Purchase	X	X		X
Coordination of Selection of Qualified Homebuyers	X			X
Coordination of Homebuyer Counseling				X
Coordination of Sale of Property to Homebuyer				X
Coordination of Closeout Documentation after Sale			X	
Identification of Potential Rental Acquisitions				X
Selection of Recommended Rental Acquisitions			X	X
Coordination of DCA Approval for Rental Acquisitions			X	
Approval of Rental Acquisitions	X			
Identification of Potential Rental Applicants				X
Qualification of Applicants for Rentals	X	X		X
Coordination of Selection of Qualified Rental Tenants		X		X

Activity	County	RPDS	Fox	HFA
Deed Restrictions/Terms for Rental Properties	X	X	X	
Deed Restrictions/Terms for Ownership Properties	X		X	
Long Term Rental Compliance Monitoring	X			

Dated 9-30-09