

**MEMORANDUM OF UNDERSTANDING
FOR THE PROVISION OF BOARD RECORDS SERVICES TO
HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY**

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the **PINELLAS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER (Clerk)**, and the **HOUSING FINANCE AUTHORITY OF PINELLAS COUNTY (HFA)** (jointly, the “Parties”), on this 1st day of June , 2022 .

WHEREAS, the Clerk has provided board records services to the HFA for over 40 years through the Board Records Department; and

WHEREAS, as part of these services, Board Records Department staff attend, audio record, transcribe, write minutes, and maintain the official record for HFA meetings and Tax Equity Fiscal Responsibility Act (TEFRA) hearings; and

WHEREAS, in consideration of the performance of these duties, the HFA has historically compensated the Clerk at the rate of \$375.00 per meeting; and

WHEREAS, the Parties desire to establish a more equitable rate of compensation considering the actual time expended by Board Records staff in carrying out these services;

NOW THEREFORE, the Clerk and the HFA agree as follows:

1. Provision of Board Records Services

The Clerk hereby agrees to provide the following services to the HFA as it relates to both HFA meetings and TEFRA hearings: audio recording, transcription, minute-writing, and maintenance of the official record.

The Clerk agrees that it will provide HFA with a board reporter for all HFA meetings and TEFRA hearings and will notify the HFA forthwith should any conflict in scheduling arise. The Clerk agrees to provide minutes to the HFA in a timely manner and maintain the official record of

HFA meetings and TEFRA hearings in accordance with applicable records retention guidelines and Florida law.

2. Compensation

The HFA agrees to compensate the Clerk based upon a costing model which reflects the actual cost of support services provided two fiscal years prior. Under this model, the average cost per meeting would be calculated at a two-year look-back rate for both HFA meetings and TEFRA hearings and applied to the overall invoice for services.

Each fiscal year, the cost rate will fluctuate based upon the two-year lookback, with a cost not to exceed \$7,000.00 total each fiscal year.

3. Term & Termination

This MOU shall be effective beginning June 1, 2022 and the first invoice affected will be the invoice for services rendered during Fiscal Year 2023 (October 1, 2022 through September 30, 2023).

This MOU is at-will and may be modified by mutual consent of the Parties, and will remain in effect until terminated by any one of the Parties or by mutual consent. In the case of termination, the Clerk agrees to promptly invoice the HFA for services rendered up to the date of termination and the HFA agrees to promptly pay said invoice.

4. Fiscal Non-Funding

In the event that sufficient budgeted funds to support board records services are not available for a new fiscal period, the HFA shall notify the Clerk of such occurrence and the MOU shall terminate on the last day of the current fiscal period without penalty or expense to either Party, however, the HFA will be obligated to pay the Clerk for any services previously rendered.

5. **Subcontracting**


The Clerk may not subcontract, assign, or transfer its rights or obligations under this MOU without prior written consent of the HFA.

6. **Miscellaneous**

The Laws of the State of Florida shall control any interpretation or enforcement of this MOU.


ACCORDINGLY, the Parties hereto, through their lawful representative(s), hereby enter into this MOU.

**PINELLAS COUNTY CLERK OF THE
CIRCUIT COURT AND COMPTROLLER**

By: 
Ken Burke
Pinellas County Clerk of the Circuit Court and Comptroller

Date: 5/16/2022

**HOUSING FINANCE AUTHORITY OF
PINELLAS COUNTY**

By: 
Print Name: Steven Beal
Title: Chairman

Date: 4/1/2022