

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT CONCERNING
HUD HOME INVESTMENT PARTNERSHIP ACT PROGRAM CONSORTIUM**

THIS FIRST AMENDMENT is made and entered into by and between Indian River, Martin and St. Lucie Counties, political subdivisions of the State of Florida, hereinafter referred to collectively as the "Counties", the City of Port St. Lucie, a Florida municipal corporation, hereinafter referred to as "Port St. Lucie", the Village of Indiantown, a Florida municipal corporation, hereinafter referred to as "Indiantown", and the City of Fellsmere, a Florida municipal corporation, hereinafter referred to as "Fellsmere".

WHEREAS, the National Affordable Housing Act of 1990 has authorized the HOME Program to provide financial assistance through the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", to local governments for the production of affordable housing; and

WHEREAS, in 2007 the Counties entered into an Interlocal Agreement to create a consortium under the HOME Investment Partnerships Act for the purpose of becoming a participating jurisdiction in the HOME Program in order to increase the availability of affordable housing for their respective residents, hereinafter referred to as the "Interlocal Agreement"; and

WHEREAS, Port St. Lucie, Indiantown, and Fellsmere desire to be added to the HOME Consortium in order to increase the availability of affordable housing for their respective residents; and,

WHEREAS, the Counties are willing to amend the Interlocal Agreement in order for Port St. Lucie, Indiantown, and Fellsmere to become members of the HOME Consortium for the benefit of their residents.

NOW THEREFORE, in consideration of the foregoing and mutual covenants hereinafter contained, the Interlocal Agreement is hereby amended to read as follows:

1. SECTION 2, MEMBERS OF CONSORTIUM, is hereby amended to read as follows:

SECTION 2. MEMBERS OF CONSORTIUM

Indian River County, Martin County, and St. Lucie Counties County, Florida the City of Port St. Lucie, the Village of Indiantown, and the City of Fellsmere are the members of the Consortium and upon mutual execution of this Agreement by the parties, the "Treasure Coast HOME Consortium", hereinafter referred to as "Consortium", shall be formed. The members shall remain bound by the terms and conditions of this Agreement for its duration and shall be prohibited from withdrawing from the Consortium during such period, except as provided for in Section 8 of this Agreement. The Consortium Agreement remains in effect until the HOME funds from each of the Federal fiscal years of the qualification period are expended for eligible activities. No consortium member may withdraw from the Agreement while the Agreement remains in effect.

2. SECTION 5. CONSOLIDATED PLAN, is hereby amended to read as follows:

SECTION 5. CONSOLIDATED PLAN

The Counties parties shall cooperate in the preparation of the Consolidated Plan which shall apply to the Counties parties and which shall meet the requirements of applicable Federal Regulations.

3. SECTION 6. ALLOCATION OF FUNDING, is hereby amended to read as follows:

SECTION 6. ALLOCATION OF FUNDING

Allocation of HOME funds allowed for administration shall be based on the existing HOME funds percentage allocation process with respect to the annual HOME allocation provided by the U.S. Department of Housing and Urban Development for the Consortium, except that St. Lucie County as lead entity shall be entitled to up to 20% of the HOME funds allowed for administration. The implementation of the Consolidated Plan and the allocation of Federal HOME funding associated therewith shall be established by written memoranda issued by St. Lucie County through its authorized representative. The Counties parties shall be responsible for administering, respectively, the HOME Program funds distributed to each. The Consortium members reserve the right to alter the distribution of funds between the jurisdictions by mutual written approval should such alteration be deemed in best interest of all parties to this Agreement.

4. SECTION 7. CERTIFICATIONS, is hereby amended to read as follows:

SECTION 7. CERTIFICATIONS

The Counties parties certify that each will cooperate with the other to undertake or aid in undertaking housing assistance activities for the HOME Investments Partnerships Program and that each will affirmatively further fair housing. Further, the Counties parties will comply with the requirement of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, implementing regulations of 49 CFR Part 24, and the requirements governing the residential antidisplacement and relocation assistance plan under section 104(d) of the Housing and Community Development Act of 1974.

5. SECTION 11. NOTICES, is hereby amended to read as follows:

SECTION 11. NOTICES

Formal notices issued under the terms of this Agreement shall be sent, by U.S. Mail as follows:

Indian River County

With a Copy to:

County Administrator
1840 25th Street

County Attorney
1840 25th Street

Vero Beach, FL 32960

Vero Beach, FL 32960

Martin County:

With a Copy to:

County Administrator
2401 SE Monterey Road
Stuart, FL 34996

County Attorney
2401 SE Monterey Road
Stuart, FL 34996

St. Lucie County:

With a Copy to:

County Administrator
2300 Virginia Avenue
Fort Pierce, FL 34982

County Attorney
2300 Virginia Avenue
Fort Pierce, FL 34982

City of Port St. Lucie:

With a Copy to:

City Manager
121S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

City Attorney
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Village of Indiantown:

With a Copy to:

Village Manager
16550 S.W. Warfield Boulevard
Indiantown, FL 34956

Village Attorney
16550 S.W. Warfield Boulevard
Indiantown, FL 34956

City of Fellsmere:

With a Copy to:

City Manager
22 S. Orange Street
Fellsmere, FL 32948

City Attorney
22 S. Orange Street
Fellsmere, FL 32948

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

Deputy Clerk

BY: _____
Chair

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
Chair

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

County Attorney

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Chair

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

County Attorney

ATTEST:

Deputy Clerk

CITY OF PORT ST. LUCIE

BY: _____
Mayor

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
City Attorney

ATTEST:

Deputy Clerk

VILLAGE OF INDIANTOWN

BY: _____
Mayor

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
VILLAGE Attorney

ATTEST:

Deputy Clerk

CITY OF FELLSEMERE

BY: _____
Mayor

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
City Attorney

ADDENDUM TO EXHIBIT I

**AUTHORIZING RESOLUTIONS
FROM PORT ST. LUCIE, INDIANTOWN AND FELLSMERE
(ATTACHED)**