

**INDIAN RIVER, MARTIN AND ST. LUCIE COUNTIES
INTERLOCAL AGREEMENT CONCERNING HUD HOME INVESTMENT
PARTNERSHIP ACT PROGRAM CONSORTIUM**

THIS INTERLOCAL AGREEMENT is made and entered into at Fort Pierce, Florida by and between Indian River, Martin and St. Lucie Counties, political subdivisions in the State of Florida, hereinafter referred to as "Counties".

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, the Counties wish to receive funds through the HOME Program for the purpose of increasing the availability of affordable housing for their respective and mutual residence; and

WHEREAS, the HOME Investment Partnerships Act authorized a consortium of geographically contiguous units of general local government for the purpose of becoming a participating jurisdiction in the HOME Program; and

WHEREAS, Section 163.01 Florida Statutes, Florida Inter-Local Cooperation Act of 1969, authorizes municipalities and counties to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity; and

WHEREAS, it is the intent of the Counties to utilize the power and authority of the Florida Inter-local Cooperation Act of 1969 by the execution of this Agreement;

NOW THEREFORE, in consideration of the foregoing and mutual covenants hereinafter contained, it is agreed between the Counties as follows;

SECTION 1. PURPOSE

This Agreement is entered into for the purpose of meeting the criteria as established in 24 CFR Part 92 allowing the three local governments to function as a consortium as defined in the HUD HOME Investment Partnership Program Regulations, specifically cited as 24 CFR Part 92.101. This arrangement mutually benefits the parties to this agreement through enhancement of the quality of life for the local citizenry and advancement of the common housing goals shared by the jurisdictions. The parties to this Agreement agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program.

SECTION 2. MEMBERS OF CONSORTIUM

Indian River, Martin and St. Lucie Counties, Florida 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.

SECTION 3. STATUS OF CONSORTIUM

The Consortium shall be considered a unit of local government for purposes of the HOME Investment Partnerships Act upon designation by HUD.

SECTION 4. LEAD AGENCY/(Lead County)

St. Lucie County shall be the member unit of government authorized to act in a representative capacity with respect to HUD on behalf of all members of the Consortium. St. Lucie County shall only be a representative of the Consortium for the purposes established in this agreement and shall be the lead entity having overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR Part 92.350. No party shall have veto power as to the implementation of the Consortium Consolidated Plan, hereinafter referred to as the "Consolidated Plan", and the parties agree to act in cooperation to achieve the goals established in the Consolidated Plan.

SECTION 5. CONSOLIDATED PLAN

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

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 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 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.

SECTIONS 7. CERTIFICATIONS

The Counties 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 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.

SECTION 8. TERM OF AGREEMENT

This Agreement shall be effective for a period of three federal years (Fiscal Years 2007, 2008, 2009). This Agreement shall be automatically renewed for subsequent three-year qualification periods, unless any member of the Consortium provides written notice of their decision not to participate in a new three-year qualification period.

The members hereby stipulate to adopt any amendments to the Agreement that incorporate future changes necessary to meet the requirements for consortia Agreements in subsequent qualification periods. The consortium requires the signatures of all members to approve any amendment to the Agreement.

All units of local government that are members of the Consortium will be on the same program year (October 1 through September 30) for CDBG, HOME, ESG and HOPWA. Note, this requirement relating to the same program year does not pertain to any grants Consortium members may receive independently from the State of Florida, these program years would be dictated by the State.

The Lead County shall by the date specified in HUD's Consortia Qualification Notice for subsequent qualification periods, notify the other Counties in writing of their right not to participate in the Consortium. Failure of the lead entity to notify consortium members and to submit amendments to HUD will void this automatic renewal provision. The automatic renewal provision will not apply when the consortium adds a new member.

SECTION 9. LIABILITY

Subject to any claim of sovereign immunity and the financial limits of liability set forth by Florida Statute §768.28, each member of the Consortium shall be fully liable for the acts and omissions of its respective employees and agents in performance of this Agreement. Any resulting liabilities, omissions, errors, or actions providing cause for payment from non-HOME funds or the required repayment of HOME funds to the U.S. Department of Housing and Urban Development as a result of ineligible expenditures, and all costs related thereto shall not be the specific responsibility of the non-offending members.

SECTION 10. EMPLOYEE STATUS

Persons employed by the Lead County who perform services or functions pursuant to this Agreement shall not be deemed to be employees of the other governmental entities. The Counties shall remain obligated to provide their respective employees with worker's compensation protection, salary and pension benefits, civil services or other employee rights and privileges.

SECTION 11. NOTICES

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

Indian River County

County Administrator

(Title)

1840 25th Street

Vero Beach, FL 32960

St. Lucie County

County Administrator

(Title)

2300 Virginia Avenue

Fort Pierce, FL 34982

Martin County

County Administrator

(Title)

2401 SE Monterey Rd.

Stuart, FL 34996

SECTION 12. AUTHORIZING RESOLUTIONS/ ATTORNEY CERTIFICATIONS

EXHIBIT I includes authorizing Resolutions as approved by the members of the Consortium and is incorporated herein as part and parcel of this agreement. The certification of legal counsel as to the legal authority for the members to undertake activities described in this agreement is affixed to this agreement.

SECTION 13. LIMITATIONS OF AGREEMENT

It is not the intent of this agreement to alter the independent jurisdiction of the Consortium members in any manner except as specified herein. All other policies, rules, regulations, and ordinances of the respective parties shall continue to apply within the jurisdictional boundaries of each party and shall not be impacted by the execution of this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date first above written.

1.

Indian River County

A political subdivision of the State of Florida

By:

Jandra L Bowden

for Name and Title: Gary C. Wheeler, BCC Chairman

Attest:

Darcy R. Vasilas

Name and Title: Darcy R. Vasilas, Commissioner Assistant

Date: August 8, 2007



DARCY R. VASILAS
MY COMMISSION # DD 391140
EXPIRES: January 31, 2009
Bonded Thru Budget Notary Services

2.

Martin County

a political subdivision of the State of Florida

By: _____

Name and Title: _____

Attest: _____

Name and Title: _____

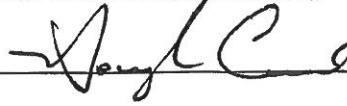
Date: _____

3.

St. Lucie County

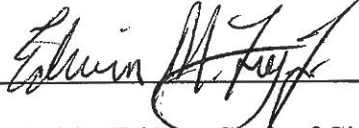
a political subdivision of the State of Florida

By: _____



Name and Title: Douglas Coward, Chairman BOCC

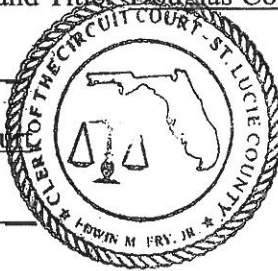
Attest: _____



Name and Title: Ed Fry, Clerk of Circuit Court

Date: _____

July 25, 2007



Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:



Daniel McIntyre, St. Lucie County Attorney

EXHIBIT I

AUTHORIZING RESOLUTIONS

RESOLUTION NO. 2006-057
RESOLUTION OF THE COUNTY COMMISSION OF INDIAN RIVER
COUNTY, FLORIDA, AUTHORIZING EXECUTION OF THE TREASURE
COAST HOME CONSORTIUM AGREEMENT.

WHEREAS, the National Affordable Housing Act of 1990 and implementing regulations found at 24 CFR part 92.101 provide for the establishment of consortia of local governments for purposes of implementing various HOME Program activities; and

WHEREAS, Indian River, Martin and St. Lucie Counties, Florida have contiguous boundaries thereby necessitating the coordination of housing assistance planning and activities; and

WHEREAS, Indian River, Martin and St. Lucie Counties desire to enter into a HOME Consortium to provide mutual advantages for the residents of the local area.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Indian River County, Florida, that:

1. The County Administrator is authorized to execute the Indian River County HOME Consortium Agreement and all other HOME related documents;
2. The submission of the Treasure Coast HOME Consortium Agreement shall encompass Federal Fiscal Years 2007-2009 and allow for subsequent three-year qualification periods, if all parties exercise the renewal clause in the agreement; and
3. Indian River County accepts the appointment of St. Lucie County as lead agency for the Treasure Coast HOME Consortium.

PASSED AND ADOPTED THIS 2nd DAY OF June, 2006 BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA.

By: Arthur R. Neuberger
Arthur R. Neuberger, Chairman
Indian River County Board of County Commissioners

Date May 2, 2006

ATTEST:

By: Jeffrey K. Barton, D.C.
Jeffrey K. Barton, Clerk of Circuit Court
Indian River County, Florida

Date 6-27-06

STATE OF FLORIDA INDIAN RIVER COUNTY THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE JEFFREY K. BARTON, CLERK BY <u>Maria J. Suarez</u> D.C. DATE <u>6-27-06</u>

RESOLUTION NO. 06-148

**RESOLUTION OF THE COUNTY COMMISSION OF ST. LUCIE COUNTY,
FLORIDA, AUTHORIZING EXECUTION OF THE TREASURE COAST HOME
CONSORTIUM AGREEMENT.**

WHEREAS, the National Affordable Housing Act of 1990 and implementing regulations found at 24 CFR part 92.101 provide for the establishment of consortia of local governments for purposes of implementing various HOME Program activities; and

WHEREAS, Indian River, Martin and St. Lucie Counties, Florida have contiguous boundaries thereby necessitating the coordination of housing assistance planning and activities; and

WHEREAS, Indian River, Martin and St. Lucie Counties desire to enter into a HOME Consortium to provide mutual advantages for the residents of the local area; now therefore,

BE IT RESOLVED by the Board of County Commissioners of St. Lucie County, Florida, that:

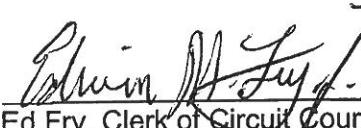
1. The County Administrator is authorized to execute the St. Lucie County HOME Consortium Agreement and all other HOME related documents;
2. The submission of the Treasure Coast HOME Consortium Agreement shall encompass Federal Fiscal Years 2007-2009 and allow for subsequent three-year qualification periods, if all parties exercise the renewal clause in the agreement; and
3. St. Lucie County accepts designation as lead agency for the Treasure Coast HOME Consortium.

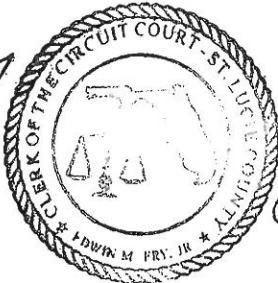
PASSED AND ADOPTED THIS 6TH DAY OF JUNE, 2006 BY THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA.

By: 
Douglas Coward, Chairman
St. Lucie County Board of County Commissioners

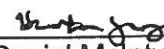
June 6, 2006
Date

ATTEST:

By: 
Ed Fry, Clerk of Circuit Court
St. Lucie County, Florida



APPROVED AS TO
CORRECTNESS AND FORM:


Daniel McIntyre, County Attorney
St. Lucie County, Florida