

RESOLUTION 2012- 87
INTERLOCAL AGREEMENT WITH FLAGLER COUNTY
FOR THE NEIGHBORHOOD STABILIZATION PROGRAM 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR THE NEIGHBORHOOD STABILIZATION PROGRAM 3, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (City) and Flagler County (County) desire to cooperate in order to provide for the housing needs of their citizens efficiently and in the most cost effective manner; and

WHEREAS, the County has received funding from the State of Florida, Department of Economic Opportunity (DEO), Neighborhood Stabilization Program 3 (NSP3); and

WHEREAS, this Interlocal Agreement is necessary to fulfill the requirements of the County's State of Florida NSP3 funding allocation; and

WHEREAS, the City and County wish to provide housing assistance to those areas with the greatest needs, regardless of jurisdictional boundaries.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:

SECTION 1. That the City Council hereby approves the terms and conditions of an Interlocal Agreement with Flagler County, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the Interlocal Agreement as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

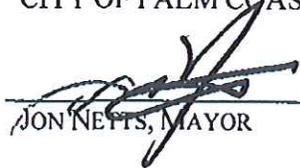
SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of November 2012.

CITY OF PALM COAST, FLORIDA



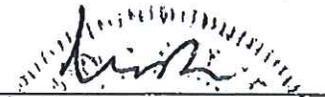
JON NETTIS, MAYOR

ATTEST:



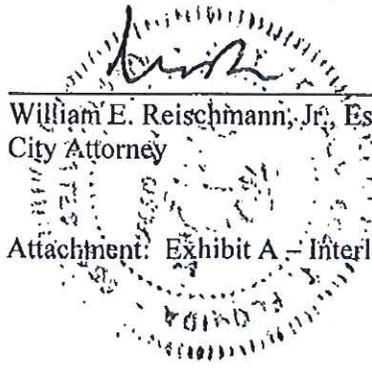
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality



William E. Reischmann, Jr., Esq.
City Attorney

Attachment: Exhibit A - Interlocal Agreement for NSP3



I Hereby Certify This
To Be A True And Correct
Copy Of The Original
Dated This 7 Day Of November
2012

**INTERLOCAL AGREEMENT FOR THE
NEIGHBORHOOD STABILIZATION PROGRAM 3**

This **INTERLOCAL AGREEMENT** ("Agreement") is made and entered into by and between **FLAGLER COUNTY**, a political subdivision of the State of Florida (the "County"), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, FL 32110, and the **CITY OF PALM COAST**, a Florida municipal corporation ("City"), whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164, collectively referred to as "the Parties."

WITNESSETH

WHEREAS, the City and County desire to cooperate in order to provide for the housing needs of their citizens efficiently and in the most cost effective manner; and

WHEREAS, the COUNTY has received funding from the State of Florida, Department of Economic Opportunity (DEO), Neighborhood Stabilization Program 3 (NSP3); and

WHEREAS, this Agreement is necessary to fulfill the requirements of the COUNTY's State of Florida NSP3 funding allocation; and

WHEREAS, the City and County wish to provide housing assistance to those areas with the greatest needs regardless of jurisdictional boundaries;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. General Requirements. For the purposes of this Agreement, the definitions and requirements contained in the COUNTY's NSP3 agreement with the State of Florida and all federal requirements, including but not limited to The Housing and Economic Recovery Act of 2008 and the Frank Dodd Wall Street Reform and Consumer Protection Act of 2010, as they may be amended from time to time, are adopted herein by reference

2. Area of Greatest Need. The CITY agrees to the COUNTY establishing an Area of Greatest Need (AGN) that will include a portion of the CITY's jurisdictional boundaries as depicted in the maps in Attachment A. The COUNTY will use its funding allocation, where deemed necessary within this AGN, to fulfill its contractual obligation to the State by purchasing, rehabilitating and reselling /renting NSP-eligible properties to income-eligible households. Of the total properties acquired within the City's jurisdictional boundaries, fifty percent will be rehabilitated and rented to income eligible households and managed as rental properties and fifty percent will be rehabilitated and resold to income-eligible families. That is, for every rental property acquired within the

City's jurisdictional boundaries, a property will be acquired that is to be used for homeownership. It should be noted that the County will still use its existing approved AGN maps, also known as "Option Area 1" and "Option Area 2," located entirely within the unincorporated County. The County shall ensure that all rental/sale properties within the City's jurisdiction will be repaired to City Code standards. Additionally, the County shall ensure that all properties are maintained and operated in a Code Compliant and safe, healthy conditions throughout the life of the deed restriction and lien for rental properties. These conditions will include, but not be limited to, lawn maintenance, removal of debris and nuisances in the yard, noise management, and other appropriate measures to keep the unit and property compliant with all Code requirements as part of a stable, attractive neighborhood.

3. Administration of the Program. The County shall be solely responsible for the administration and implementation of the Program in accordance with all Federal and State requirements.

4. Modification of Agreement. This Agreement may only be modified by written agreement of the Parties and adopted with the same formalities as the adoption of this original Agreement. Amendments to the Program or this Agreement shall not become effective until approved by the Parties.

5. Term and Termination of Agreement.

a. Term of Agreement. The term of this Agreement shall run concurrently with the distribution of monies pursuant to the COUNTY NSP3 Agreement (which is currently based on the fiscal year of the State of Florida, i.e. July 1 through June 30), unless earlier terminated pursuant to other provisions of this Agreement.

b. Termination of Agreement. No later than January 1 of each year, the City or the County may elect to terminate this agreement without cause by providing written notice of termination to the other Party. In the event of a notice of termination, this Agreement shall terminate and be of no further force or effect as to either Party on July 1 of the year following the receipt of the termination notice; provided, however, that all Program funds received by the County prior to the date of termination shall continue to be governed by the provisions of this Agreement as if the termination had not occurred. In the event of a termination, the Parties agree to mutually advise the State of the termination of this Agreement, and to provide for the continued orderly payment of those funds to be distributed pursuant to NSP3 necessary to fulfill outstanding cumbances, if any.

6. Interpretation. The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either Party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.



7. Notices. Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place specified below. The place for giving of notice shall remain the same until it shall have been changed by written notice in compliance with the provision of this paragraph. For the present, the Parties designate the following as the respective place for giving of notice:

FOR FLAGLER COUNTY:

Flagler County
County Administrator,
1769 E. Moody Blvd., Bldg. #2
Bunnell, FL 32110

With copy to:
SHIP Administrator, Office of Financial Services
1769 East Moody Blvd, Bldg. #2
Bunnell, FL 32110

FOR THE CITY OF PALM COAST:

City of Palm Coast
City Manager
160 Cypress Point Parkway, Suite B-106
Palm Coast, FL 32164

With copy to:
Director of Community Development
160 Cypress Point Parkway, Suite B-106
Palm Coast, FL 32164

8. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.

9. Effective Date. The effective date of this Agreement shall be the date upon which the Parties have approved this Agreement and the Agreement is recorded with the Clerk of the Circuit Court.

10. Liability. Nothing is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing shall be



construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. All Parties are state agencies or political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of its agents or employees to the extent required by law.

11. Limitations of Agreement. It is not the intent of this agreement to change the jurisdiction of the Parties in any manner except as specifically provided herein. All other policies, rules, regulations and ordinances of the Parties will continue to apply as to properties located within the jurisdictional boundaries of each party.

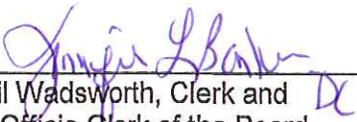
12. Filing of Interlocal Agreement. Pursuant to the provisions of Section 163.01 (11), Florida Statute, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Flagler County, Florida.

13. Employee Status. Persons employed by either party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of the other party nor shall they have any claim to pension, worker's compensation, civil service or other employee rights or privileges granted by the other party to its officers and employees.

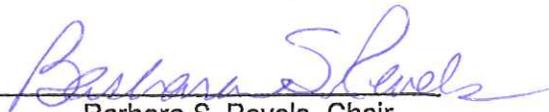
IN WITNESS WHEREOF, the Parties have made and execute this Agreement on the respective dates under the signature of the Chair and Mayor:

ATTEST:

BOARD OF COUNTY COMMISSIONERS,
OF FLAGLER COUNTY, FLORIDA

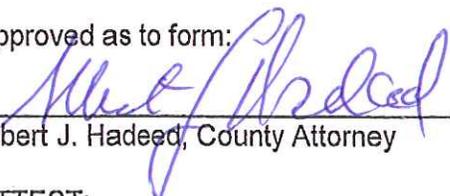


Gail Wadsworth, Clerk and
Ex Officio Clerk of the Board



Barbara S. Revels, Chair

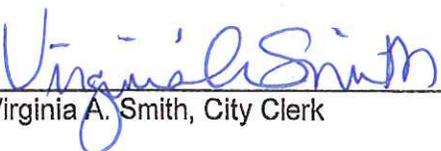
Approved as to form:



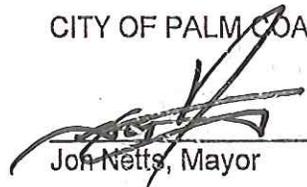
Albert J. Hadeed, County Attorney

ATTEST:

CITY OF PALM COAST, FLORIDA



Virginia A. Smith, City Clerk



Jon Netts, Mayor

Approved as to form:



William E. Reischmann, Jr., City Attorney