

**INTERLOCAL AGREEMENT  
BETWEEN  
ST. LUCIE COUNTY  
AND  
CITY OF PORT ST. LUCIE  
REGARDING RENTAL ASSISTANCE PROGRAM**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of March, 2021, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “County”, and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, hereinafter referred to as “City”.

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on January 30, 2020, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, on March 9, 2020, the Governor of the State of Florida issued Executive Order Number 20-52 declaring that a state of emergency exists in the State of Florida as a result of the spread of COVID-19 and the imminent threat to the health and welfare of the citizens of Florida; and

**WHEREAS**, on March 17, 2020, the St. Lucie County Public Safety Director declared a State of Local Emergency COVID-19 Public Health Emergency (“St. Lucie County Declaration of Emergency”); and

**WHEREAS**, on December 27, 2020, the United States Government enacted the Emergency Rental Assistance (“ERA”) program, section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (“Section 501”), under which \$25 billion was made available to States, U.S. Territories, eligible local governments, and Indian tribes to provide assistance to eligible households through existing or newly created rental assistance programs;

**WHEREAS**, the County has received \$3,818,274.90 directly from the U.S. Department of the Treasury (“Treasury”) under the ERA program pursuant to an ERA Agreement executed January 8, 2021;

**WHEREAS**, Port St. Lucie has received \$6,094,878.80 directly from Treasury under the ERA program pursuant to an ERA Agreement executed January 14, 2021;

**WHEREAS**, the other two municipalities within St. Lucie County, the City of Fort Pierce and St. Lucie Village, did not meet the population requirements for receipt of ERA Program grants;

**WHEREAS**, in recognition of the need of the residents of the City of Fort Pierce and St. Lucie Village may have for emergency rental assistance, the County intends to extend participation in the ERA Program to eligible residents of those municipalities;

**WHEREAS**, no more than ten percent of the above referenced ERA grants may be used by the parties for administrative costs attributable to providing financial assistance and housing stability services under the ERA program;

**WHEREAS**, the parties have determined it is in the best interests of their residents to enter into an interlocal to provide for the operation of the ERA Program in order to more efficiently and expeditiously expend their respective grants funds;

**WHEREAS**, the purpose of this Interlocal is to establish the terms and conditions under which the parties will work cooperatively to implement the ERA Program.

**NOW, THEREFORE**, in consideration of the mutual promises made herein, the parties agree as follows:

1. **GENERAL.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

2. **COUNTY RESPONSIBILITIES.** The responsibilities of the County under this Agreement shall be as follows:

- a. The County will enter into an agreement with qualified third-party contractors, hereinafter referred to as the "Contractor", to provide program management and oversight of the daily operations for the ERA Program. The County shall enter into an amendment to the agreement with the Contractor to include services for Port St. Lucie residents. The cost of the Contractor's services will be paid from the County and City Treasury funds based upon the parties pro-rata share of Treasury ERA Program.
- b. The County will provide a minimum of four (4) temporary employees and a supervisor to assist the Contractor with the operation of the ERA Program.
- c. The County will establish a separate, specific account for deposit of the ERA Program funds transferred to the County by the City. Any funds remaining in the City account following expiration of the ERA Program and close out of the Contractor agreement will be returned to the City.
- d. The County shall notify the City if the amount in the City account is less than \$100,000.00.
- e. Beginning April 15, 2021, the County and/or the Contractor will provide monthly reports to the City on or before the fifteenth day of the month detailing the services provided to City residents during the previous month, including but not limited to the names and addresses of City applicants, whether the application was approved or denied, the reason for approval or denial, and the amount of assistance provided if approved.
- f. The County shall retain 8% (or \$476,960.00) of the City's ERA Program funds transferred to the County to be used as eligible program administration fees.
- g. In the City is required to de-obligate Treasury ERA Program funds, the County shall return any remaining City ERA funds to the City upon written request from the City.

3. **CITY RESPONSIBILITIES.** The responsibilities of the City under this Agreement shall be as follows:

- a. The City shall retain \$132,527.80 of the City's allocation to be used as eligible program administration fees for the closeout of the ERA Program and any future audit and monitoring activities that are required.
- b. The City will transfer ERA Program funds to the County in the amount of **\$5,962,000.00** based upon the following schedule:
  1. On or before March 24, 2021 - **\$2,000,000.00**
  2. On or before July 15, 2021 - **\$2,000,000.00**
  3. On or before October 15, 2021 - **\$1,962,000.00**
- c. The City will provide the County and the Contractor with notice of any annexations which may occur to ensure applicants are assigned to the appropriate jurisdiction for purposes of ERA Program benefits.

**4. PROJECT MANAGERS.** Each party shall appoint a Project Manager who shall serve as the point of contact for matters relating to this Agreement. The Project Manager for the County shall be Diana Wesloski, Community Services Director, whose telephone number is (772) 462-1777. The Project Manager for the City shall be Carmen Capezuto, Director of Neighborhood Services, whose telephone number is (772) 871-5010.

**5. TERM; TERMINATION.** This Agreement shall be effective upon the date the fully executed Agreement is filed with the Clerk of the Circuit Court of St. Lucie County, Florida, and shall remain in effect through and including the closeout of the County's agreement with the Contractor for the ERA Program.

Subject to the conditions in this Section 5, this Interlocal Agreement may be terminated by a Party if the other Party fails to perform one or more of its material obligations under this Agreement (i.e., a "default"). If the non-defaulting Party wishes to exercise its right to terminate, the non-defaulting Party shall provide written notice to the defaulting Party in compliance with the requirements in Section 6, below. The notice shall identify the specific failure to perform and shall specify a reasonable period of time (i.e., "the cure period") for the defaulting Party to cure the default. The cure period shall commence on the date when the non-defaulting Party provides its written notice to the defaulting Party. The cure period shall be extended, as necessary, as long as the defaulting Party is diligently and continuously using good faith efforts to cure the default. If the defaulting Party fails to cure the default within the initial or extended cure period, the non-defaulting Party may terminate this Agreement on a date it selects. Notwithstanding anything else contained herein the total cure period shall not be more than thirty (30) days in cases involving a Party's payment obligation; and (b) the total cure period for any other default shall not be less than thirty (30) days or more than one hundred eighty (180) days. All of the deadlines and requirements in this Section 5 may be waived or amended with the consent of both Parties.

**6. NOTICES.** All notices, requests, consents, and other communications required or permitted under this Interlocal shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

**As to County:**

St. Lucie County Administrator  
Administration Annex  
2300 Virginia Avenue  
Ft. Pierce, FL 34982

**With a Copy to:**

St. Lucie County Attorney  
Administration Annex  
2300 Virginia Avenue  
Ft. Pierce, FL 34982

**As to City:**

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

**With a Copy to:**

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

**7. MISCELLANEOUS.**

a. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties.

b. Liability - Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.

c. Amendment - Either Party may request changes to this Interlocal. Any changes, modifications, revisions or amendments to this Interlocal that are mutually agreed upon by and between the Parties to this Interlocal, shall be incorporated by written instrument and effective when executed and signed by all Parties to this Interlocal.

d. The parties acknowledge that this agreement and records related to performance of this Agreement is subject to certain public records laws, including *Florida Statutes § 119.01 et. seq.*, the Florida Public Records Act.

**8. FURTHER DOCUMENTS.** The parties agree to execute and deliver such further instrument and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement or any provision hereof.

**9. SECTION-CAPTIONS.** Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

**10. SEVERABILITY.** Each provision of the Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**11. GOVERNING LAW.** This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Florida.

**12. INDEMNITY; INSURANCE.** Subject to the provisions of Section 768.28, Florida Statutes, each party agrees to indemnify and hold harmless the other party for injuries or damages suffered as the result of each party's negligent performance of the responsibilities outlined in this Agreement. Each party shall be responsible for determining whether to procure and maintain property/casualty insurance coverage on equipment and improvements owned by the party.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
**DEPUTY CLERK**

**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

**BY:** \_\_\_\_\_  
**CHAIR**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_  
**COUNTY ATTORNEY**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**CITY OF PORT ST. LUCIE, FLORIDA**

**BY:** \_\_\_\_\_  
**MAYOR**

**DATE:** \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_  
**CITY ATTORNEY**