

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND
THE CITY OF OVIEDO FOR THE URBAN COUNTY PARTNERSHIP PROGRAM**

THIS INTERLOCAL AGREEMENT is dated as of the ____ day of _____
20____, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of
the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street,
Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**,” and the **CITY OF
OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo,
Florida 32765, in this Agreement referred to as “**CITY**” (collectively, referred to in this Agreement
as “**Parties**”; individually, as “**Party**”).

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, as may be amended, authorizes public
agencies to enter into agreements with other public agencies to serve a public purpose; and

WHEREAS, the Seminole County Urban County Partnership Program is authorized by 24
CFR § 570.307(a) of the Community Development Block Grant (“**CDBG**”) regulations to provide
grants for public facilities or public services within the respective political boundaries of an
Urban County Partner, such as **CITY**; and

WHEREAS, this Agreement is intended to reflect that grant funding provided pursuant to
this Agreement will accomplish one of the following national objectives for the **CDBG** program:
benefit low- and moderate- income persons, prevention or elimination of slums or blight, or address
community development needs having a particular urgency because existing conditions pose a
serious and immediate threat to the health or welfare of the community for which other funding is
not available; and

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and

agreements contained in this Agreement by and between the Parties and for the mutual benefit of the Parties, the Parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

Section 2. Term. The effective date of this Agreement is the date the County executes this Agreement, and expires on December 31, 2024 (“Term”), unless terminated earlier in accordance with this Agreement.

Section 3. Community Development Block Grant Funding.

(a) CITY may expend funds authorized by this Agreement only for obligations incurred during the Term.

(b) COUNTY will review each written request and supporting documentation from CITY for CDBG grant funding and if approved, COUNTY will provide grant funding to CITY in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) during the Term for allowable expenditures under the CDBG program.

(c) The Community Services Department Director or designee will be reasonably available to CITY to provide guidance, training, and technical assistance, as requested.

(c) CITY may not use funds at any point during the Term for contingency, “rainy day,” or similar reserves.

(d) Eligible expenditures for goods and services authorized by this Agreement must be received and paid for by CITY during the Term. Goods and services received or paid for outside of the Term by the CITY and unauthorized goods and services received or paid for are subject to Section 5, Recapture of Expenses, by COUNTY.

(e) The COUNTY’s performance and obligation to pay under this Agreement is contingent upon an appropriation by the Federal Government, and is subject to any modification,

including withholding all or part of the funds, in COUNTY's sole discretion. For the avoidance of doubt, there is no guarantee that CITY may receive all or part of the funds specified under this Agreement.

(f) If the CITY receives additional grant funding from any governmental entity for allowable expenditures specified in this Agreement, then CITY must notify the COUNTY pursuant to Section 11, Notice, prior to the receipt of such funding.

(g) CITY may not obtain or incur a duplication of benefits from any other governmental entity, including COUNTY.

Section 4. Reports.

(a) CITY must provide COUNTY with monthly reports summarizing the status of each public facility project authorized by COUNTY pursuant to this Agreement. In addition, when requested by COUNTY, CITY must provide additional updates, information, and reports pertaining to this Agreement.

(b) Monthly reports are due to the COUNTY five (5) business days after the end of each calendar month and must be submitted each calendar month until the complete expenditure of funds provided to CITY under this Agreement are accounted.

(c) If all required reports and copies are not sent to COUNTY or are not completed in a manner reasonably acceptable to COUNTY, COUNTY may withhold further funding until the reports are completed or may take other action as stated in this Agreement.

Section 5. Recapture of Expenses.

(a) Any balances of unobligated funds that have been paid that are not expended as authorized under this Agreement during the Term must be refunded to COUNTY within fourteen (14) days of receipt of written notice provided to CITY by COUNTY.

(b) COUNTY will only provide disbursements for expenditures the COUNTY provisionally determines are eligible in accordance with this Agreement. However, COUNTY's provisional determination that an expenditure is eligible does not relieve CITY of its duty to repay COUNTY in full for any expenditures that are later determined by COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures. This provision survives the Term of the Agreement.

(c) If requested by COUNTY, all refunds, return of improper payments, or repayments due to COUNTY under this Agreement are to be made payable to the order of COUNTY and mailed directly to COUNTY pursuant to Section 11, Notice and this Agreement.

(d) If a check or other draft is returned, CITY shall pay COUNTY a service fee representing the actual cost incurred, if any, by COUNTY as a result of returned check or draft.

Section 6. Indemnification.

(a) Each Party is solely responsible to third parties with whom they may contract in carrying out the terms of this Agreement and will hold each other harmless against all claims of whatsoever kind or nature by such third parties arising out of the performance of work under any such contract with a third party. This provision is not to be construed as a waiver by any Party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as may be amended. Furthermore, no part or provision within this Agreement may be interpreted as requiring one Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability for the other Party's negligence in contravention of Section 768.28(19), Florida Statutes.

(b) The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any Party any remedy or defense available to such Parties under the laws of the State of Florida.

Section 7. Default. If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 8, Remedies:

(a) If any warranty or representation made by CITY in this Agreement is or becomes false or misleading in any respect, or if CITY fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement; or

(b) If CITY violates applicable laws, ordinances, rules, or regulations subject to this Agreement.

Section 8. Remedies. If an Event of Default occurs, the COUNTY may, after thirty (30) days written notice to CITY and upon CITY's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement in accordance with Section 11, Notice;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend the contribution or allocation of all or any part of the funds;

(d) COUNTY may require corrective or remedial actions, which may include, but may not be limited to:

(1) requesting additional information from the defaulting Party to determine the reasons for or the extent of non-compliance or lack of performance,

(2) the issuance a written warning to advise that more serious measures may be taken if the situation is not corrected,

(4) requiring CITY to reimburse COUNTY for the amount of costs incurred, or

(e) COUNTY may exercise any other rights or remedies which may be available under law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on

strict performance of CITY, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default of CITY.

Section 9. Termination.

(a) The COUNTY may terminate this Agreement in the Event of a Default pursuant to Section 8(a), Remedies.

(b) The COUNTY may terminate this Agreement immediately for convenience when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing CITY with written notice.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

Section 10. Employee Status. Persons employed by CITY in the performance of this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of CITY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

Section 11. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United

States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Attention: Community Services Department Director
Community Services Department
520 West Lake Mary Boulevard, Suite 100
Sanford, Florida 32771

As to CITY:

Attention: City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

Section 12. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and assigns.

Section 13. Conflict of Interest.

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as may be amended, relating to ethics in government.

(b) Each Party hereby certifies that no officer, agent, or employee of that Party has any material interest (as defined in § 112.312(15), Florida Statutes), as may be amended, as over 5% ownership either directly or indirectly, in the business of the other Party to be conducted here, and that no such person will have any such interest at any time during the Term.

(c) Each Party has the continuing duty to report to the other Party any information that indicates a possible violation of this Section.

Section 14. Public Records Law.

(a) The Parties acknowledge the obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as may be amended, to release public records to members of the public upon request, and that this statute controls over the terms of this Agreement.

(b) COUNTY or any of its authorized representatives, shall enjoy the right of access to any public records of CITY which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.

(c) The Parties shall maintain all records related to this Agreement for a period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

(d) **IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (407) 665-2302, PMARTIN@SEMINOLECOUNTYFL.GOV, OR 520 WEST LAKE MARY BOULEVARD, SUITE 100, SANFORD, FLORIDA 32773.**

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 15. Dispute Resolution. In the event of a dispute related to the performance under this Agreement, the Parties shall first attempt to resolve the dispute in good faith. In the event multiple attempts at achieving a resolution of the dispute fail, a Party may notify the other Party

that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is the sole venue for any such civil action. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

Section 16. Equal Opportunity Employment. The Parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. The Parties shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 17. Non-Discrimination. CITY agrees that no person shall, on the grounds of race, color, religion, sex, age, national origin, ancestry, familial status, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program funded in whole or in part with funds made available to CITY pursuant to this Agreement.

Section 18. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 19. Compliance with Laws and Regulations. The Parties must abide by all statutes, ordinances, rules, regulations, and executive orders pertaining to or regulating the provision of this Agreement.

Section 20. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

Section 21. Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party.

Section 22. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 24. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for the purposes stated above.

ATTEST:


ELIANNE RIVERA, City Clerk

CITY OF OVIEDO

By: 
MEGAN SLADEK, Mayor

Approved as to form and legal sufficiency.

Date: May 15, 2024


JULIANNA ROSS, ESQ., Assistant City Attorney

[Signatures and attestations continue on the following page.]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20_____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

BP/
4/12/24

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