

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND  
THE CITY OF ALTAMONTE SPRINGS  
FOR OVERSIGHT OF FEDERAL EMERGENCY MANAGEMENT  
AGENCY (FEMA) PRIVATE PROPERTY MITIGATION PROGRAMS**

**THIS INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF ALTAMONTE SPRINGS FOR OVERSIGHT OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PRIVATE PROPERTY MITIGATION PROGRAMS** ("Agreement") is made and entered into by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY," and the **CITY OF ALTAMONTE SPRINGS** a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, FL 32701, in this Agreement referred to as "CITY."

**W I T N E S S E T H:**

**WHEREAS**, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities 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**, COUNTY acknowledges that real property owners within the jurisdictional boundaries of CITY are also taxpayers to COUNTY; and

**WHEREAS**, CITY, as the Agency Having Jurisdiction (AHJ), has requested that COUNTY work on behalf of CITY residents and property owners to consult, apply, obtain and manage aspects of private property mitigation and resiliency funding through Federal Emergency Management Agency (FEMA) and the State of Florida via an interlocal agreement; and

**WHEREAS**, COUNTY is authorized to, among other things, accept and administer grants from State and Federal authorities for projects within the jurisdictional boundaries of Seminole County; and

**WHEREAS**, COUNTY has agreed to administer and manage private property mitigation and resiliency grant funding provided by the Federal Emergency Management Agency on behalf of CITY, pursuant to the terms and conditions contained in this Agreement, to help CITY reduce or eliminate long-term risk to people and property within CITY from identified hazards and their effects; and

**WHEREAS**, private real property owners ("Owner(s)") within the jurisdictional boundaries of the CITY will work directly with COUNTY to develop projects, submit to the Seminole County Resiliency Working Group, make application to the Florida Division of

Emergency Management (FDEM), Federal Emergency Management Agency (FEMA), for mitigation and resiliency grant opportunities, and seek reimbursement from FDEM for private property mitigation and resiliency grant funding; and

**WHEREAS,** COUNTY agrees to assist real property owners within the CITY's jurisdictional boundaries with grant administration requests, as contemplated by this Agreement, in the same manner COUNTY assists real property owners who are outside of the jurisdictional boundary of CITY; and

**WHEREAS,** COUNTY agrees that it will process grant administration requests, as contemplated by this Agreement, on a first come, first serve basis and will not differentiate or inequitably prioritize taxpayers of COUNTY for these requests regardless of whether the property is inside or outside of the jurisdictional boundary of CITY; and

**WHEREAS,** COUNTY shall ensure that real property owners within both CITY jurisdictional boundaries and in unincorporated areas of COUNTY receive equivalent access to COUNTY staffing resources, and/or third-party contractors services, in processing grant administration requests, as described in this Agreement.

**NOW, THEREFORE,** the parties, in reliance upon the foregoing recitals and in consideration of the mutual promises and covenants set forth herein, agree as follows:

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

**Section 2. COUNTY Responsibilities.**

- (a) Once contacted by an interested Owner, and upon verification of the property's location with CITY, COUNTY will work directly with Owner to identify mitigation and resiliency grant funding opportunities for their property and assist with the application process for those grants ("Project"). COUNTY has authority to determine which projects are eligible and feasible based on grant requirements.
- (b) COUNTY will prepare Cost Benefit Analysis and Scoring Sheet for all Projects as per the requirements of the Seminole County Local Mitigation and Resiliency Strategy ("LMRS").
- (c) COUNTY will present the Owner's Project before the Seminole County Resiliency Working Group.
- (d) During the private property mitigation and resiliency grant application development phase, COUNTY shall:
  - (i) Work with grant writers, when applicable, to support grant applications for affected Owners; and

- (ii) Submit grant applications to FEMA, through FDEM, on behalf of CITY and affected Owners.
- (e) Once the mitigation and resiliency grant is awarded, COUNTY shall:
  - (i) Coordinate with CITY for Project compliance with permit and building code requirements.
  - (ii) Execute required grant agreements with applicable State and Federal agencies on behalf of CITY.
  - (iii) Process payments for Owners, once documents have been received and verified by COUNTY, and COUNTY has received written notification from CITY confirming CITY building code compliance and permit completion.
  - (iv) Complete quarterly reports or other required updates with State of Florida and FEMA on behalf of CITY.
  - (v) Complete final documentations and close out reports with the support documentation from the CITY.
  - (vi) Annually verify Owner is compliant with Flood Insurance requirements, when required by FEMA.
  - (vii) Draft and execute Memorandum of Agreements ("MOA") with each Owner as may be required by Federal or State agencies for mitigation and resiliency grants and confirm Owner has completed the Duplication of Benefits affidavit as part of the agreement process prior to full execution of the MOA.
- (f) Complete any other actions required by Federal and State agencies to complete mitigation and resiliency grant applications and subsequent Projects.
- (g) COUNTY is not required to accept or bring CITY-initiated mitigation or resiliency projects, for which CITY is primarily responsible, through the grant funding process.
- (h) COUNTY will process private property owner grant administration requests on a first come first serve basis. Funding of such requests will be based on the established scoring and prioritization system utilized by the Seminole County Resiliency Working Group. COUNTY, in its sole discretion, will determine how many grant administration requests it can process per year based on staffing limitations, budgetary constraints, or any other matter that may limit COUNTY's ability to process grant administration requests. COUNTY, in its sole discretion, has the authority to contract with a third-party vendor to process grant administration requests.

### **Section 3. CITY Responsibilities.**

- (a) Instruct and refer Owners interested in applying for FEMA mitigation and resiliency grant funding to the COUNTY for information on project eligibility, development and application process.
- (b) As AHJ, grant authority for COUNTY to write, process and administer mitigation grant applications for private property Owners within CITY.
- (c) Authorize COUNTY to apply for private property mitigation and resiliency grant funds on behalf of CITY and its affected Owners in coordination with the Local Mitigation and Resiliency Strategy project list when applicable.
- (d) Once the mitigation and resiliency grant is awarded, CITY shall:
  - (i) Assure all CITY permitting and building requirements are followed by Owner and contractors and subcontractor working to complete the Project.
  - (ii) Verify all construction work is complete prior to closing out all applicable permits or issuing a Certificate of Occupancy (CO).
  - (iii) If the Project is for acquisition of the Owner's property only, once all grant administration activities have been completed, CITY shall be responsible for acquisition of the property. COUNTY, at its sole discretion, can assume responsibility for acquisition of the Owner's property if it determined that acquisition of the property is beneficial to COUNTY. Acquisition of the Owner's property includes, but is not limited to:
    - a. Preparation of all contracts, agreements, restrictive covenants and closing documents;
    - b. Payment of any closing costs, excluding any delinquent property taxes, fines, or other penalties that have accrued against the property; and
    - c. Coordination of the closing and recording of the deed and any other restrictive covenants required by the grant agreement for the property.
  - (iv). All properties acquired by CITY through acquisition Projects will be maintained by CITY in accordance with any mitigation and resiliency grant requirements. COUNTY shall not be responsible for maintenance of these properties. CITY shall meet any and all grant

reporting requirements for acquired property and shall maintain all required insurance on these properties.

**Section 4. Insurance Requirements.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

**Section 5. Indemnification.**

(a) CITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold COUNTY harmless for loss, damage, or injury to persons or property, arising out of or resulting from CITY's activities under this Agreement, unless such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by CITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent CITY has contract employees or agents performing any work under this Agreement, CITY shall ensure the contractor has COUNTY added as additional insured to the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(b) COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold CITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from COUNTY's activities under this Agreement, unless such claim or demand arises out of or results from the negligence of CITY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time. To the extent COUNTY has contract employees or agents performing any work under this Agreement, COUNTY shall ensure the contractor has CITY added as additional insured to the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified above in subsections (a) and (b) where the negligence of both CITY and COUNTY and their respective servants, agents, employees, or assigns are involved.

(d) 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, nor as a waiver of sovereign immunity of COUNTY and CITY beyond the waiver provided for in Section 768.28, Florida Statutes, as this statute may be amended from time to time.

(e) The waiver of any provision in this Agreement regarding insurance by either party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Agreement.

**Section 6. 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) when deposited 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:**

Seminole County  
ATTN: County Manager  
1101 E. First Street  
Sanford, FL 32771

**As to CITY:**

City of Altamonte Springs  
ATTN: City Manager  
225 Newburyport Ave  
Altamonte Springs, FL 32701



**Section 7. Authority.** The County Manager and City Manager are authorized to execute all documents required to accomplish the responsibilities, terms and conditions contained in this Agreement to ensure no delay or impact to Owners in processing grant administration requests.

**Section 8. Program Succession.** If FEMA is renamed, reorganized, or its programs are transferred to another federal or state agency, all references to FEMA in this Agreement will apply to the successor federal or state agency responsible for grant programs applicable to this Agreement. All terms of this Agreement will remain in effect accordingly.

**Section 9. 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 in the courts of Seminole County, Florida.

**Section 10. Parties Bound.** This Agreement is binding upon and inures to the benefit of CITY and COUNTY, and their successors and assigns.

**Section 11. Dispute Resolution.** Either party to this Agreement 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, as provided in Section 7 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

#### **Section 12. 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, with the exception of the Interlocal Agreement Between Seminole County and the City of Altamonte Springs for Oversight of Residential Mitigation Program, dated May 23, 2023, as it relates to projects submitted to State of Florida under said 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 both parties, except as otherwise specifically provided in this Agreement.

**Section 13. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party.



**Section 14. Severability.** If any provision or application of this Agreement to any person or circumstance is held invalid, then 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 15. Public Records Law.**

(a) CITY and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, to release public records to members of the public upon request. CITY and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) 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 16. Equal Opportunity Employment.** CITY and COUNTY shall not discriminate

against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CITY and COUNTY 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, 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. 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 18. 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.

**Section 19. Effective Date.** The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

**Section 20. Term.** The term of this Agreement is three (3) years from the Effective Date and will automatically renew for one additional year on each subsequent anniversary of the Effective Date, unless either party elects to terminate this Agreement, which either party may do at any time by providing sixty (60) days notice in writing to the non-terminating party at the address listed in Section 6 above. Any termination of this Agreement will not impact obligations of COUNTY or CITY owed to any Owner endorsed for grant funding by the Seminole County Resiliency Working Group. Said endorsement requires COUNTY and CITY to fulfill all obligations hereunder as to each approved Owner, which obligations shall survive any termination of this Agreement.

**Section 21. Conflict of Interest.**

- (a) The parties shall not engage in any action that would create a conflict of interest with the other party in the performance of its obligations pursuant to this Agreement or that would violate or cause third parties to violate the provision of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.
- (b) Each party hereby certifies that none of its officers, agents or employees have any material interest (as defined in Section 112.312(5), Florida Statutes, as this statute may be amended from time to time, or over five percent (5%) either directly or indirectly, in the business of the other party to be conducted herein, and that no such person will have any such interest at any time during the term of this Agreement.
- (c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.



