

**COMMUNITY DEVELOPMENT BLOCK GRANT COOPERATION AGREEMENT
CITY OF LAKE MARY, FLORIDA**

THIS AGREEMENT is entered into on the ____ day of _____, 20____, by and between **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 North Country Club Road, Lake Mary, Florida 32746 (hereinafter referred to as “CITY”), and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as “COUNTY”).

W I T N E S S E T H:

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of general local government (such as cities) to undertake or assist in undertaking essential community development and housing assistance activities pursuant to the Community Development Block Grant, HOME and Emergency Solutions Grant Programs; and

WHEREAS, it is the desire of the parties to this Agreement that the COUNTY undertake activities to plan and carry out the Community Development Block Grant Entitlement Program (“CDBG”), the HOME Investment Partnership Program (“HOME”) and the Emergency Solutions Grant (“ESG”) Program for the benefit of residents of Seminole County; and

WHEREAS, Part 1, Chapter 163, Florida Statutes authorizes the entering of interlocal agreements of this type,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

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

Section 2. CITY's Authorization.

(a) CITY hereby authorizes COUNTY to make application for and receive CDBG, HOME and ESG Grants from the United States Department of Housing and Urban Development (hereinafter "HUD") on its behalf and, further, authorizes COUNTY to include CITY's population for the purposes of calculating and making CDBG, HOME and ESG Grants.

(b) CITY agrees to provide COUNTY with written evidence of such authorization in addition to this Agreement in the form of an adopted Resolution acceptable to COUNTY.

(c) By executing the CDBG cooperation agreement, CITY understands that it:

(1) may not apply for grants under the State CDBG Program from appropriations for fiscal years during the period in which it participates in the COUNTY's CDBG program conducted by the COUNTY in its capacity as an "urban county"; and

(2) may receive a formula allocation under the HOME Program only through COUNTY, and may not participate in a HOME consortium except through COUNTY in its capacity as an "urban county", regardless of whether COUNTY receives a HOME formula allocation or not; and

(3) may receive a formula allocation under the ESG Program only through the COUNTY in its capacity as an "urban county".

Section 3. COUNTY Administration. COUNTY agrees to provide, at no cost to CITY, the staff, resources, and other services necessary to plan and administer the CDBG, HOME and ESG Programs.

Section 4. Mutual Cooperation. COUNTY and CITY agree to cooperate to undertake or assist in undertaking community renewal and lower income housing assistance activities.

Section 5. Projects Funded.

(a) COUNTY agrees to facilitate, encourage and allow CITY officials and the citizens of CITY to have the full and open opportunity to submit projects to COUNTY for funding consideration.

(b) CITY understands and agrees that COUNTY will have final and ultimate responsibility for selecting activities to be funded and submitting the Consolidated Plan to HUD.

Section 6. CITY Obligations. CITY and COUNTY agree that pursuant to the provisions of Title 24, Code of Federal Regulations, including, but not limited to, Section 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including, but not limited to, the requirement for a written agreement set forth in Title 24, Code of Federal Regulations, Section 570.503.

Section 7. Grant of Authority/Term. By virtue of this Agreement:

(a) CITY has given to COUNTY, and COUNTY shall have, full authority to carry out activities which will be funded from annual CDBG, HOME, and ESG Grants from Fiscal Years 2025, 2026, and 2027 appropriations. Neither COUNTY nor CITY may terminate or withdraw from the Agreement during the three-year qualification period covered by this Agreement or during any subsequent three-year qualification period arising through the automatic renewal of this Agreement.

(b) This Agreement shall remain in force until any and all CDBG, HOME, or ESG funds and program income received during the three-year qualification period covered by this Agreement are expended and the activities which such funds and income finance are completed. The provisions of this subsection shall apply to the funds, income and activities arising during any

subsequent three-year qualification periods authorized through the automatic renewal of this Agreement.

(c) This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless COUNTY or CITY provides written notice it elects not to participate in a new qualification period. COUNTY will notify CITY in writing of its right to make such election by the date specified in HUD's Urban County Qualification Notice for the next qualification period. If COUNTY or CITY provides written notice to not participate in a new qualification period, then a copy of that notice will also be provided to the HUD Field Office by the date specified in Section II of the Urban County Qualification Schedule.

(d) Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal for such qualification period.

Section 8. Performance of Services/Contracts.

(a) As to the use of the CDBG, HOME or ESG Funds received by COUNTY, COUNTY may either carry out the CDBG, HOME and ESG Programs for CITY or, in the event that the parties jointly determine that it is feasible for CITY to perform any services in connection with the CDBG, HOME and ESG Programs, COUNTY may contract with CITY for the performance of such services.

(b) Any contracts entered pursuant to Section 8(a) shall contain provisions which obligate CITY to undertake all necessary actions to carry out the CDBG, HOME, and ESG Programs and the Five-Year Consolidated and Annual Action Plans, where applicable, within a

specified time frame and in accordance with the requirements of Title I of the Housing and Community Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

(c) CITY agrees to undertake and accomplish all necessary actions, as determined by COUNTY, in order to carry out the CDBG, HOME and ESG Programs and the Five-Year Consolidated and Annual Action Plans.

Section 9. Applicable Laws/Compliance.

(a) CITY and COUNTY agree to take all required actions to comply with COUNTY's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing; Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and all other applicable laws, rules and regulations. CITY agrees to comply with all auditing requirements imposed by law, rule, regulation or COUNTY. COUNTY certifies, with CITY's understanding and support, that COUNTY is following a Five-Year Consolidated and Annual Action Plan as promulgated in 24 CFR Part 91.

(b) CITY acknowledges and understands that noncompliance with the provisions of laws, rules or regulations by CITY may constitute noncompliance by the entire urban county program and COUNTY as the grantee and CITY assumes responsibility therefore.

Section 10. Fair Housing. CITY acknowledges that COUNTY will prohibit funding for activities in or in support of CITY if CITY does not affirmatively further fair housing within CITY's jurisdiction or if CITY impedes COUNTY's actions to comply with the COUNTY's fair housing certification.

Section 11. Law Enforcement. CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. Furthermore, CITY has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, CITY agrees to indemnify and hold COUNTY harmless to the fullest extent provided by law.

Section 12. Administrative Requirements. In accordance with 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

Section 13. CDBG Funds. CITY may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 14. Effective Date. This Agreement shall take effect upon the full execution of the Agreement by the parties.

Section 15. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, and sent to:

For CITY:

City Manager
100 North Country Club Road
Lake Mary, Florida 32746

For COUNTY:

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Any of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

Section 16. Public Records Law.

(a) Each party acknowledges all parties have 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. Each party acknowledges that all of the parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), in the handling of the materials created under this MOU and that this statute controls over the terms of this MOU.

(b) Each party specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2022), with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required in order to perform the services required under this MOU;

(2) provide the public with access to public records on the same terms and conditions as required by Chapter 119, Florida Statutes (2022), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), or as otherwise provided by law; and

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.


Section 17. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original.

IN WITNESS WHEREOF, CITY and COUNTY do hereby authorize and have executed this Agreement as of the date first hereinbefore written.

ATTEST:

CITY OF LAKE MARY


AMBER BRANTON, City Clerk

By: 
DAVID J. MEADOR, Mayor

Date: April 4, 2024

Counsel for CITY does hereby state that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for CITY to undertake or assist in undertaking essential community development and housing assistance activities.


CATHERINE REISCHMAN, City Attorney

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Attestations continued on 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

RESOLUTION NO. 1067

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA APPROVING AND REAUTHORIZING THE COMMUNITY DEVELOPMENT BLOCK GRANT COOPERATION AGREEMENT BETWEEN THE CITY OF LAKE MARY AND SEMINOLE COUNTY (URBAN COUNTY) FOR THE CITY TO RECEIVE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDING AS A SUB-RECIPIENT FROM SEMINOLE COUNTY (URBAN COUNTY); PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides funds to "Urban Counties" for the redevelopment of blighted and low-moderate income areas; and

WHEREAS, Seminole County is a designated "Urban County" for the receipt and distribution of State funding; and

WHEREAS, the City of Lake Mary has been a sub-recipient of Community Development Block Grant (CDBG) funding since 1984; and

WHEREAS, Seminole County has provided an amended Agreement for 2025, 2026, and 2027; and

WHEREAS, the City of Lake Mary is committed to community renewal and lower income housing assistance activities and appreciates Seminole County's continued management of the HUD programs; and

WHEREAS, the City of Lake Mary desires to continue its sub-recipient relationship with Seminole County regarding funding opportunities from the U.S. Department of Housing and Urban Development (HUD).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE MARY, FLORIDA, AS FOLLOWS:

SECTION 1. The City Commission of the City of Lake Mary hereby approves the amended Community Development Block Grant Cooperative Agreement

between Seminole County and the City of Lake Mary for the receipt of U.S. Department of Housing and Urban Development (HUD) funds for the program years of 2025, 2026, and 2027, attached hereto as Exhibit A, and authorizes the Mayor to execute said document on behalf of the City.

SECTION 2. Conflicts. All Resolutions, or parts of Resolutions in conflict with any provisions of this Resolution are hereby repealed to the extent of the conflict.

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. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 4th day of April, 2024.

ATTEST:



Amber Branton, City Clerk



David J. Meador, Mayor

CITY OF LAKE MARY, FLORIDA

FOR THE USE AND RELIANCE OF THE
CITY OF LAKE MARY ONLY.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


CATHERINE D. REISCHMANN, CITY ATTORNEY