

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND
THE CITY OF ALTAMONTE SPRINGS
FOR OVERSIGHT OF RESIDENTIAL MITIGATION PROGRAM**

THIS INTERLOCAL 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 (2022), 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, CITY, as Agency Having Jurisdiction (AHJ), has authorized COUNTY to work on behalf of the CITY residents to obtain the Hazard Mitigation Grant Program (HMGP) through the Federal Emergency Management Agency (FEMA) through an inter-local agreement; and

WHEREAS, COUNTY is a body corporate and politic established under the Florida Constitution and the Laws of Florida, and is authorized to, among other things, accept and administer grants from State and Federal authorities to enhance the quality of life in the County, including incorporated areas; and

WHEREAS, the HMGP funding is authorized by Section 404 of the Robert T. Stafford

Interlocal Agreement between Seminole County and City of Altamonte Springs
for Oversight of Residential Mitigation Program

Disaster Relief Act, as a result of a Presidential Disaster Declaration, to help communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects; and

WHEREAS, Individual property owners within corporate limits of CITY (“Owner”) will work with COUNTY to submit an application to the Florida Division of Emergency Management (FDEM) for HMGP funds to assist with home mitigation of Owner’s residence; and

WHEREAS, COUNTY, through its Board of County Commissioners, has approved the submittal of grant applications under the HMGP program and has authorized the County Manager to execute a Federally funded HMGP subgrant agreement with FDEM to effectuate distribution of the grant funds to Owner; and

WHEREAS, COUNTY will seek reimbursement from FDEM for Federal share, in accordance with the grant agreement, of the costs of Owner's flood mitigation project; and

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) During the HMGP Application Development phase, COUNTY shall:

- (1) Work with grant writers to support grant applications for affected Owners.
- (2) Submit grant applications to FEMA on behalf of CITY and affected Owners

residing in CITY.

(b) Once HMGP is Awarded, COUNTY shall:

- (1) Develop a list of qualified construction companies using a competitive bid process

following Federal guidelines, State and Local ordinances, and requirements of grant agreement.

- (2) Coordinate with the CITY for finalization of bid specifications.
- (3) Execute grant with State of Florida / FEMA.
- (4) Process payments for the Owners, once documents have been received and verified by CITY and in accordance with Appendix A.
- (5) Complete quarterly reports with State of Florida and FEMA.
- (6) Complete final documentations and close out reports with the support documentation from the CITY.
- (7) Annually verify Owner is compliant with Flood Insurance requirements, when required by FEMA.
- (8) Draft and execute a Memorandum of Agreement (MOA) with each Owner approved for the Federal Emergency Management Agency mitigation grant.
- (9) Confirm Owner has completed the Duplication of Benefits affidavit as part of the agreement process, and prior to full execution of the MOA.

Section 3. CITY Responsibilities.

- (a) During the HMGP Application Development phase, CITY shall:
 - (1) As AHJ, grant authority for COUNTY to write mitigation grant applications for Owners residing in CITY.
 - (2) Work with Owners residing in CITY to obtain all quotes for the mitigation application.
 - (3) Work with COUNTY to assist in writing grant applications and obtaining needed information and application documentation, as needed.
 - (4) Authorize COUNTY to apply for hazard mitigation assistance grant funds on behalf of the CITY and its affected Owners in coordination with the Local Mitigation Strategy project

list.

(b) Once HMGP is Awarded, CITY Shall:

(1) Obtain all invoices and documentation for payment from Owner.

(2) Assure all CITY permitting and building requirements are followed by Owner/construction contractor in respect to all invoices and documentation submitted.

(3) Verify all project costs spent by Owner are eligible under the grant.

(4) Verify all invoices and documents are validated by the CITY prior to issuance of all applicable permits and Certificate of Occupancy (CO), and before submission to Seminole County for payment.

(5) Complete Request for Reimbursement Form (Appendix A).

(6) Provide photograph(s) and all applicable CITY inspections/documentation of project process and implementation at time of Request for Reimbursement (Appendix A) or closeout statement (Appendix B) submission.

(7) Provide a closeout statement, CITY Certificate of Occupancy, completed CITY permits and Inspection reports, and backup documentation to support the grant closeout process (Appendix B).

Section 4. Insurance Requirements.

(a) Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 5. Indemnification.

(a) 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 (2022), 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.

(b) 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 (2022), 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.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a) and (b) above 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 (2022), 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:

ATTN: Chief Administrator
Office of Emergency Management
150 Eslinger Way
Sanford, FL 32773

As to CITY:

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

Section 7. 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 8. Parties Bound. This Agreement is binding upon and inures to the benefit of CITY and COUNTY, and their successors and assigns.

Section 9. 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 provisions 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(15), Florida Statutes (2022), as this statute may be amended from time to time, of over 5% 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 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.

Section 10. 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 11. 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 both parties, except as otherwise specifically provided in this Agreement.

Section 12. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party.

Section 13. 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 14. 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 15. 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 16. 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 17. 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.

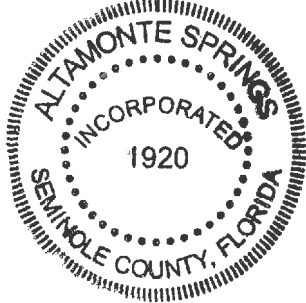
Section 18. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

Section 19. Term. The term of this Agreement is three years from the Effective Date and will automatically renew for another term 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 to the party pursuant to Section 6 above. Any termination of this Agreement will not impact obligations of COUNTY or CITY owed to any Owner endorsed for HMA by the Seminole County Resiliency Working Group, said endorsement requiring COUNTY and CITY to fulfill all obligations hereunder as to each approved Owner, which obligations shall survive any termination of this Agreement.

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

ATTEST:

Airida M. Apperson
City Clerk



ATTEST:

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

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

DWM/kly
4/7/2023 4/19/23
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CITY OF ALTAMONTE SPRINGS

By: Pat Bates
PAT BATES, Mayor

Date: 5/2/2023

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
AMY LOCKHART, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
2023, regular meeting.

**APPENDIX A
REQUEST FOR REIMBURSEMENT**

Grant Agreement Number: _____

W I T N E S S E T H:

All invoices for _____ (address) have been verified for accuracy and meet the building and life safety codes of the jurisdiction. All permitting was completed, as required. Invoices were completed in accordance with permitting requirements and the scope of work. All invoices were paid in full by the homeowner. Invoice and proof of payments are included with this request form.

All permitting, building inspections, and invoice reviews were completed by the jurisdiction having authority in compliance with all local, State and Federal code and laws.

Jurisdiction of authority verifies all invoices follow the grant program guidance and have been verified.

Signature

Jurisdiction of Authority

Date

REQUEST FOR REIMBURSEMENT

City Permit Number: _____

Grant Agreement Number: _____

Invoice	Business / Vendor	Type of Expense	Total
			
Total (25% Match) Reimbursement Amount			

Remit Payment To:

Homeowner Name(s) _____

Homeowner Address _____

Homeowner Signature _____

City Representative Signature

Date _____

**APPENDIX B
PROJECT CLOSE-OUT FORM**

Disaster Declaration: HMGP-4673-DR-FL

REF: Grant Agreement Number:

Project Title:

Address:

Project Type:

WITNESSETH:

All project costs for _____ (address) have been verified for accuracy and meet the building and fire safety codes of the jurisdiction. All permitting was completed, as required. Invoices match permitting parameters and were completed in accordance with state and local permitting requirements. All costs were paid in full by the homeowner. Invoice and proof of payments are included with this closeout form.

It is the responsibility of the City, or jurisdiction that has authority, to verify that all work has been completed in accordance with the scope of work and that the site is prepared for a Final Inspection from Florida Division of Emergency Management.

All permitting, building inspections, and invoice reviews were completed by the City, or jurisdiction with authority, in compliance with all local, State and Federal code and laws.

City verifies all work & costs follow grant agreement guidelines and have been verified.

Project Cost-Share Breakdown

<i>Local share</i>	\$
<i>Federal share</i>	\$
<i>Total cost</i>	\$

Signature

Jurisdiction of Authority

Date