



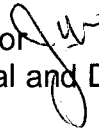
Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 19 2014 NP/KH

AGENDA ITEM

July 28, 2014

TO: Mayor Teresa Jacobs
–AND–
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director 
Community, Environmental and Development
Services Department

CONTACT PERSON: **Mitchell Glasser, Manager**
Housing and Community Development Division
407-836-5190

SUBJECT: August 19, 2014 – Consent Item
Restated Interlocal Cooperation Agreements

The Department of Housing and Urban Development is conducting its Urban County Qualification process for municipalities that wish to participate in federally funded community development and housing activities. Orange County is required to notify municipalities every three years of their option to be included or excluded from Orange County's programs.

In keeping with provisions of the Housing and Community Development Act of 1974, as amended, Orange County may enter into Interlocal Cooperation Agreements with its municipalities that allow the County to undertake community development and housing activities within their jurisdictions. These activities may utilize funding under the Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant Program. The City of Winter Park, have opted to continue their participation and have signed the attached Restated Interlocal Cooperation Agreement with Orange County. The Restated Interlocal Cooperation Agreement has been reviewed by the County Attorney's Office.

ACTION REQUESTED: **Approval of Restated Interlocal Cooperation Agreement between Orange County, Florida, and the City of Winter Park for Community Development Programs Under the Urban County Program. District 5**

JVW/MG/er

Attachments

**RESTATED INTERLOCAL COOPERATION AGREEMENT
BETWEEN
ORANGE COUNTY, FLORIDA AND CITY OF WINTER PARK
FOR COMMUNITY DEVELOPMENT PROGRAMS
UNDER THE URBAN COUNTY PROGRAM**

THIS AGREEMENT is entered into by Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter referred to as "the County") and the City of Winter Park (hereinafter referred to as "Municipality").

RECITALS

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 local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

WHEREAS, this Agreement covers the Community Development Block Grant, HOME Investment Partnership Program and Emergency Solutions Grant programs; and

WHEREAS, in 1994 the COUNTY and MUNICIPALITY entered into an interlocal agreement to authorize the COUNTY to undertake activities to plan and carry out the Community Development Block Grant (hereinafter "CDBG"), HOME Investment Partnership (hereinafter referred to as "HOME"), and Emergency Solutions Grant Programs (hereinafter referred to as "ESG"), for the benefit of residents of Orange County; and

WHEREAS, the COUNTY and MUNICIPALITY desire to continue the relationship established in the 1994 interlocal agreement by restating and amending the 1994 agreement; and

WHEREAS, interlocal agreements of this type are fully authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable local law.

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. MUNICIPALITY'S AUTHORIZATION

- (a) The MUNICIPALITY hereby authorizes the COUNTY to make application for and receive CDBG funds from the United States Department of Housing and Urban Development, hereinafter "HUD", on its behalf and, further, authorizes the COUNTY to include the municipality's population for the purposes of calculating and allocating CDBG funding.
- (b) The MUNICIPALITY agrees to provide the COUNTY with evidence of authorization for execution by proper officials.

SECTION 3. COUNTY ADMINISTRATION

The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer the CDBG, HOME and ESG Grants.

SECTION 4. MUTUAL COOPERATION

The COUNTY and the MUNICIPALITY agree to cooperate to undertake or assist in undertaking community development and affordable housing assistance activities that benefit lower income households.

SECTION 5. PROJECTS FUNDED

- (a) The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have the full and open opportunity to submit projects for funding consideration.
- (b) The MUNICIPALITY understands and agrees that the COUNTY will have final and ultimate responsibility for selecting activities to be funded through the CDBG, HOME and ESG programs, and for annual reporting required by HUD.

SECTION 6. MUNICIPALITY OBLIGATIONS

- (a) The MUNICIPALITY and the COUNTY agree that pursuant to that provisions of Title 24, Code of Federal Regulations, including, but not limited to, Section 570.501(b), the MUNICIPALITY 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.

- (b) The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County Program.
- (c) The MUNICIPALITY may receive a formula allocation under the HOME Program only through the Urban County, but neither is precluded from applying to the State for HOME funds, if the State allows.
- (d) The MUNICIPALITY may receive a formula allocation under the ESG Program only through the Urban County Program, but neither is precluded from applying to the State for ESG funds, if the State allows.
- (e) The MUNICIPALITY may not participate in a HOME consortium except through the Urban County Program, regardless of whether the Urban County receives a HOME formula allocation.
- (f) A unit of general local government may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of 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 Housing and Community Development Act of 1974, as amended.

SECTION 7. GRANT OF AUTHORITY

- (a) This Agreement covers CDBG, HOME and ESG appropriations for fiscal years 2015, 2016, and 2017, beginning October 1, 2015. This Agreement remains in effect until the CDBG, HOME and ESG funds and any program income received with respect to activities carried out in the three-year qualification period and successive qualification periods, under agreements that provide for automatic renewals, are expended and the funded activities completed. The COUNTY and the MUNICIPALITY may not terminate or withdraw from the Agreement while the Agreement remains in effect.
- (b) This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the MUNICIPALITY provides written notice it elects not to participate in a new qualification period. The COUNTY will notify the MUNICIPALITY in writing of its rights to make such election by the date specified in the next urban county qualification notice.
- (c) 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 such amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

SECTION 8. PERFORMANCE OF SERVICES/CONTRACTS

- (a) As to the use of the CDBG, HOME and ESG funds received by the COUNTY, the COUNTY may either carry out the CDBG, HOME and ESG Programs for the MUNICIPALITY or, in the event that the parties jointly determine that it is feasible for the MUNICIPALITY to perform any services in connection with the CDBG, HOME and ESG Programs, the COUNTY may contract with the MUNICIPALITY for the performance of such services.
- (b) Any contracts entered into pursuant to Section 8 (a) above shall contain provisions which obligate the MUNICIPALITY to undertake all necessary actions to carry out the CDBG, HOME and ESG Program and Consolidated Plan, 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) The MUNICIPALITY agrees to undertake and accomplish all necessary actions, as determined by the County, in order to carry out the Community Development Block Grant Program, the HOME Program, the Emergency Solutions Grant, and the Consolidated Plan.

SECTION 9. APPLICABLE LAWS/COMPLIANCE

- (a) The MUNICIPALITY and the COUNTY agree to take all actions necessary to assure compliance with the COUNTY'S certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of the Civil Rights Acts of 1964, the Fair Housing Act, 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 with The Americans with Disabilities Act of 1990, and all other applicable laws, rules and regulations. The MUNICIPALITY agrees to comply with all auditing requirements imposed by law, rule, regulation or the COUNTY.
- (b) The MUNICIPALITY acknowledges and understands that noncompliance by the MUNICIPALITY with all applicable provisions of laws, rules or regulations may

constitute noncompliance by the entire urban county program, and the COUNTY, as the grantee, and the MUNICIPALITY, assume responsibility therefor.

SECTION 10. FAIR HOUSING

The MUNICIPALITY acknowledges that the COUNTY will prohibit urban county funding for activities in or in support of the MUNICIPALITY if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY'S jurisdiction and/or if the MUNICIPALITY impedes the COUNTY'S actions to comply with its fair housing certification.

SECTION 11. LAW ENFORCEMENT

The MUNICIPALITY 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, the MUNICIPALITY 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, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by law.

SECTION 12. STATUS OF MUNICIPALITY

Pursuant to 24 CFR 570.501(b), as well as all other applicable law, the MUNICIPALITY agrees that it is, at a minimum, subject to the same requirements applicable to grantee subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

SECTION 13. PROGRAM INCOME

The MUNICIPALITY and the COUNTY agree to the following provisions:

- (a) The MUNICIPALITY shall inform the COUNTY of any income generated by expenditure of CDBG, HOME or ESG funds.
- (b) The MUNICIPALITY may retain program income subject to requirements set forth in the Agreement.
- (c) Any program income retained by the MUNICIPALITY shall be used for eligible activities in accordance with applicable CDBG, HOME or ESG requirements.

- (d) The COUNTY shall have the responsibility to monitor and report to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the MUNICIPALITY as may be needed for this purpose.
- (e) In the event of the COUNTY'S failure to qualify as an urban county, or a change in status of the MUNICIPALITY, any program income shall be paid to the COUNTY.

SECTION 14. REAL PROPERTY

The MUNICIPALITY and the COUNTY agree with the following standards regarding real property acquired or improved in whole or in part using the CDBG, HOME or ESG funds:

- (a) The MUNICIPALITY shall notify the COUNTY, in a timely manner, of any modification or change in the use of real property from that intended at the time of acquisition or improvement including disposition thereof.
- (b) The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-Community Development Block Grant funds) of property acquired or improved with Community Development funds that is disposed of or transferred for use incongruent with CDBG, HOME or ESG regulations.
- (c) In the event of the COUNTY'S failure to qualify as an urban county, or a change in status of the MUNICIPALITY, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.

SECTION 15. EFFECTIVE DATE

This Agreement shall take effect upon the execution of the Agreement by the parties.

SECTION 16. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.



ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 8.19.14

ATTEST:
Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Katie Smith*
Deputy Clerk

CITY OF WINTER PARK

BY: Kenneth W. Bradley
Kenneth Bradley
Mayor, City of Winter Park

Date: 8-11-14

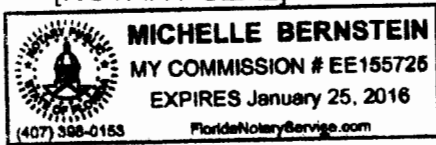
ATTEST:

By: Cynthia Ballman
Title: City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 11th day of August 2014 by Kenneth Bradley of the City of Winter Park on behalf of the City of Winter Park. He is personally known to me or has produced _____, as identification.

[NOTARY SEAL]



Commission Expires:

Michelle Bernstein
Signature of Notary Public

Printed name:

