



Interoffice Memorandum

AGENDA ITEM

July 22, 2020

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

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

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

SUBJECT: August 11, 2020 – Consent Item
Interlocal Cooperation Agreements

The Department of Housing and Urban Development (HUD) 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 the 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 Program, and Emergency Solutions Grant (ESG) Program.

Three municipalities, the City of Winter Park, City of Ocoee, and City of Maitland, have opted to continue their participation. Upon legal review of the existing agreements, the U.S. Department of Housing and Urban Development (HUD) requested an amendment to the approved agreements to incorporate additional federal requirements listed in Notice CPD-20-03. Additionally, the City of Apopka has expressed interest in participating in the Urban County Program.

Page Two
August 11, 2020 – Consent Item
Interlocal Cooperation Agreements

The Second Amendment to the Restated Interlocal Cooperation Agreements and the Interlocal Cooperation Agreement have been reviewed by the County Attorney's Office as to the form.

ACTION REQUESTED: Approval and execution of 1) Second Amendment to the Restated Interlocal Cooperation Agreements between Orange County, Florida and City of Maitland, City of Ocoee, and City of Winter Park, Florida for Community Development Programs under the Urban County Program and 2) Interlocal Cooperation Agreement between Orange County, Florida, and City of Apopka, Florida for Community Development Programs under the Urban County Program. Districts 1, 2, and 5

JVW:ER:MG
Attachments

**SECOND AMENDMENT TO THE RESTATED INTERLOCAL COOPERATION
AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND CITY OF MAITLAND, FLORIDA
FOR COMMUNITY DEVELOPMENT PROGRAMS
UNDER THE URBAN COUNTY PROGRAM**

THIS SECOND AMENDMENT (“**Second Amendment**”) is entered into by Orange County, Florida, a charter county and political subdivision of the State of Florida (the “**COUNTY**”) and the City of Maitland, Florida, a municipal corporation created and existing under the laws of the State of Florida (the “**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, on August 22, 2017, the COUNTY executed the “Restated Interlocal Cooperation Agreement between Orange County, Florida and City of Maitland, Florida for Community Development Programs under the Urban County Program” (the “**Restated Agreement**”); and

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

WHEREAS, in 1993 the COUNTY and the MUNICIPALITY entered into an interlocal agreement to authorize the COUNTY to undertake activities to plan and carry out the Community Development Block Grant (“**CDBG**”), HOME Investment Partnership (“**HOME**”), and Emergency Solutions Grant Programs (“**ESG**”), for the benefit of residents of Orange County, Florida; and

WHEREAS, the COUNTY and the MUNICIPALITY desired – and still maintain that desire – to continue the relationship established in that 1993 interlocal agreement and has done so, and continues to do so, by restating and amending that agreement; and

WHEREAS, the Restated Agreement was made pursuant to the Department of Housing and Urban Development’s mandate that the agreement between the COUNTY and the MUNICIPALITY meets the requirements set forth in the Urban County Qualification Notice for the subsequent qualification period; and

WHEREAS, upon its review, the Department of Housing and Urban Development requested a minor amendment be made to the Restated Agreement (the “**First Amendment**”) which was executed by the COUNTY and the MUNICIPALITY in 2018, and now requests that this Second Amendment be made to the Restated Agreement in 2020.

NOW, THEREFORE, for and in consideration of the mutual premises and covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this First Amendment upon which the parties have relied.

SECTION 2. INCORPORATION. The Restated Agreement forms a material part of this First Amendment and is therefore incorporated by reference.

Section 3. EFFECTIVE DATE. The effective date of this Second Amendment is the date of execution by the COUNTY.

Section 4. AMENDMENT. The text of Restated Agreement, Section 9(a), as amended by the First Amendment, is to be deleted and replaced with the following:

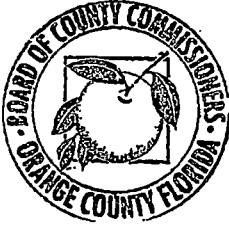
“The MUNICIPALITY and the COUNTY agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. The MUNICIPALITY and the COUNTY also agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws.”

SECTION 5. EFFECT; CONFLICTS. Except as modified herein, all other terms and provisions of the Restated Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Restated Agreement or the First Amendment, the provisions of this Second Amendment shall control.

SECTION 6. SIGNATURE AUTHORITY. Each of the persons executing this Second Amendment represents and warrants to each party that he or she has the authority to execute and enter into this Second Amendment for and on behalf of the party for which he or she is executing this Second Amendment.

SECTION 7. COUNTERPARTS. This Second Amendment may be executed in counterparts each of which shall be deemed an original.

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



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

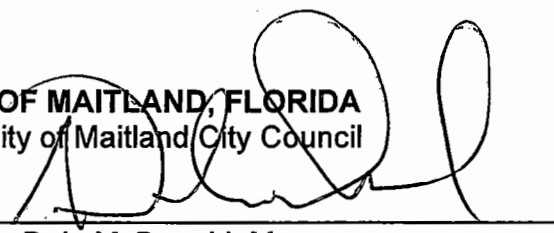
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Fried*
Deputy Clerk

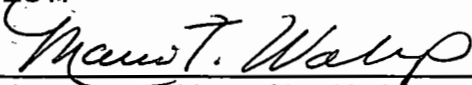
AUG 11 2020

Date: _____

CITY OF MAITLAND, FLORIDA
By: City of Maitland City Council

By: 
A. Dale McDonald, Mayor

ATTEST:

By: 
Maria T. Waldrop, City Clerk

Date: July 13, 2020

BCC Mtg. Date: August 11, 2020

**SECOND AMENDMENT TO THE RESTATED INTERLOCAL COOPERATION
AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND CITY OF OCOEE, FLORIDA
FOR COMMUNITY DEVELOPMENT PROGRAMS
UNDER THE URBAN COUNTY PROGRAM**

THIS SECOND AMENDMENT (“**Second Amendment**”) is entered into by Orange County, Florida, a charter county and political subdivision of the State of Florida (the “**COUNTY**”) and the City of Ocoee, Florida, a municipal corporation created and existing under the laws of the State of Florida (the “**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, on August 22, 2017, the COUNTY executed the “Restated Interlocal Cooperation Agreement between Orange County, Florida and City of Ocoee, Florida for Community Development Programs under the Urban County Program” (the “**Restated Agreement**”); and

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

WHEREAS, in 1993 the COUNTY and the MUNICIPALITY entered into an interlocal agreement to authorize the COUNTY to undertake activities to plan and carry out the Community Development Block Grant (“**CDBG**”), HOME Investment Partnership (“**HOME**”), and Emergency Solutions Grant Programs (“**ESG**”), for the benefit of residents of Orange County, Florida; and

WHEREAS, the COUNTY and the MUNICIPALITY desired – and still maintain that desire – to continue the relationship established in that 1993 interlocal agreement and has done so, and continues to do so, by restating and amending that agreement; and

WHEREAS, the Restated Agreement was made pursuant to the Department of Housing and Urban Development’s mandate that the agreement between the COUNTY and the MUNICIPALITY meets the requirements set forth in the Urban County Qualification Notice for the subsequent qualification period; and

WHEREAS, upon its review, the Department of Housing and Urban Development requested a minor amendment be made to the Restated Agreement (the “**First Amendment**”) which was executed by the COUNTY and the MUNICIPALITY in 2018, and now requests that this Second Amendment be made to the Restated Agreement in 2020.

NOW, THEREFORE, for and in consideration of the mutual premises and covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this First Amendment upon which the parties have relied.

SECTION 2. INCORPORATION. The Restated Agreement forms a material part of this First Amendment and is therefore incorporated by reference.

Section 3. EFFECTIVE DATE. The effective date of this Second Amendment is the date of execution by the COUNTY.

Section 4. AMENDMENT. The text of Restated Agreement, Section 9(a), as amended by the First Amendment, is to be deleted and replaced with the following:

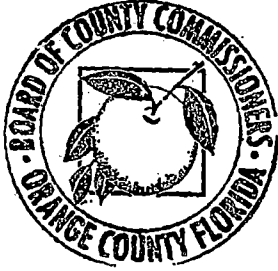
“The MUNICIPALITY and the COUNTY agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. The MUNICIPALITY and the COUNTY also agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws.”

SECTION 5. EFFECT; CONFLICTS. Except as modified herein, all other terms and provisions of the Restated Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Restated Agreement or the First Amendment, the provisions of this Second Amendment shall control.

SECTION 6. SIGNATURE AUTHORITY. Each of the persons executing this Second Amendment represents and warrants to each party that he or she has the authority to execute and enter into this Second Amendment for and on behalf of the party for which he or she is executing this Second Amendment.

SECTION 7. COUNTERPARTS. This Second Amendment may be executed in counterparts each of which shall be deemed an original.

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



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

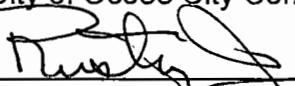
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

AUG 11 2020
Date: _____

CITY OF OCOEE, FLORIDA

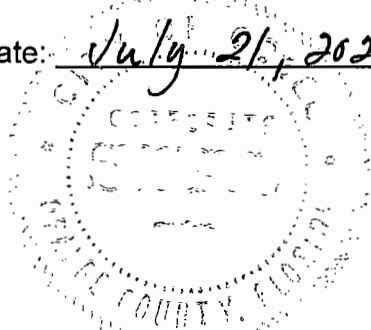
By: City of Ocoee City Commission

By: 
Rusty Johnson, Mayor


ATTEST:

By: 
Melanie Sibbitt, City Clerk

Date: July 21, 2020



**FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE
APPROVED AS TO FORM AND LEGALITY
this 21st day of JULY, 2020.
Shufield, Lowman & Wilson, P.A.**

By: 
City Attorney

BCC Mtg. Date: August 11, 2020

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

THIS SECOND AMENDMENT (“**Second Amendment**”) is entered into by Orange County, Florida, a charter county and political subdivision of the State of Florida (the “**COUNTY**”) and the City of Winter Park, Florida, a municipal corporation created and existing under the laws of the State of Florida (the “**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, on August 22, 2017, the COUNTY executed the “Restated Interlocal Cooperation Agreement between Orange County, Florida and City of Winter Park, Florida for Community Development Programs under the Urban County Program” (the “**Restated Agreement**”); and

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

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

WHEREAS, the COUNTY and the MUNICIPALITY desired – and still maintain that desire – to continue the relationship established in that 1994 interlocal agreement and has done so, and continues to do so, by restating and amending that agreement; and

WHEREAS, the Restated Agreement was made pursuant to the Department of Housing and Urban Development’s mandate that the agreement between the COUNTY and the MUNICIPALITY meets the requirements set forth in the Urban County Qualification Notice for the subsequent qualification period; and

WHEREAS, upon its review, the Department of Housing and Urban Development requested a minor amendment be made to the Restated Agreement (the “**First Amendment**”) which was executed by the COUNTY and the MUNICIPALITY in 2018, and now requests that this Second Amendment be made to the Restated Agreement in 2020.

NOW, THEREFORE, for and in consideration of the mutual premises and covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this First Amendment upon which the parties have relied.

SECTION 2. INCORPORATION. The Restated Agreement forms a material part of this First Amendment and is therefore incorporated by reference.

Section 3. EFFECTIVE DATE. The effective date of this Second Amendment is the date of execution by the COUNTY.

Section 4. AMENDMENT. The text of Restated Agreement, Section 9(a), as amended by the First Amendment, is to be deleted and replaced with the following:

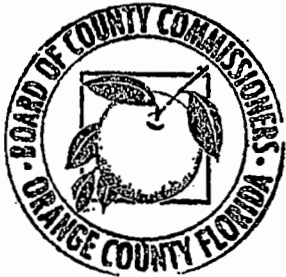
“The MUNICIPALITY and the COUNTY agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. The MUNICIPALITY and the COUNTY also agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws.”

SECTION 5. EFFECT; CONFLICTS. Except as modified herein, all other terms and provisions of the Restated Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Restated Agreement or the First Amendment, the provisions of this Second Amendment shall control.

SECTION 6. SIGNATURE AUTHORITY. Each of the persons executing this Second Amendment represents and warrants to each party that he or she has the authority to execute and enter into this Second Amendment for and on behalf of the party for which he or she is executing this Second Amendment.

SECTION 7. COUNTERPARTS. This Second Amendment may be executed in counterparts each of which shall be deemed an original.

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



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

AUG 11 2020

Date: _____

CITY OF WINTER PARK, FLORIDA
By: City of Winter Park City Commission

By: 
Steve Leary, Mayor

ATTEST:

By: Rene Cranis
Rene Cranis, City Clerk

Date: July 27, 2020

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND CITY OF APOPKA, FLORIDA
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 (the “**COUNTY**”) and the City of Apopka, Florida, a municipal corporation created and existing under the laws of the State of Florida (the “**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, the COUNTY and the MUNICIPALITY desire to enter into an interlocal agreement to authorize the COUNTY to undertake activities to plan and carry out the Community Development Block Grant (“**CDBG**”), HOME Investment Partnership (“**HOME**”), and Emergency Solutions Grant Programs (“**ESG**”), for the benefit of residents of Orange County, Florida; and

WHEREAS, this Agreement is made pursuant to the Department of Housing and Urban Development’s mandate that the agreement between the COUNTY and the MUNICIPALITY meets the requirements set forth in the Urban County Qualification Notice for the qualification period; and

WHEREAS, the COUNTY and the MUNICIPALITY seek qualification for the 2021-2023 Urban County Qualification period, and for any successive qualification periods that provide for automatic renewals; 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's City Council authorizes this agreement and hereby directs its Mayor to execute it. The MUNICIPALITY agrees to provide the COUNTY with evidence of authorization for execution by the Mayor.

(b) 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.

SECTION 3. COUNTY ADMINISTRATION

(a) The COUNTY's Board of County Commissioners authorizes this agreement and hereby directs its Mayor to execute it.

(b) 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 renewal and lower-income housing assistance activities.

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) The MUNICIPALITY may not sell, trade, or otherwise transfer, all or any portion of such funds to a metropolitan city, urban county, unit of local government, 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 2021, 2022, and 2023, beginning October 1, 2021. This Agreement will automatically be renewed for participation in successive three-year qualification periods. This Agreement remains in effect, and neither the COUNTY nor the MUNICIPALITY can terminate or withdraw from it until funds and program income received with respect to activities carried out during the three-year qualification period, and any successive qualification periods, are expended and the funded activities are completed; unless the MUNICIPALITY or COUNTY provides written notice that it elects not to participate in the new qualification period. A copy of the written notice will be sent to the HUD Jacksonville Field Office by the date specified in the Urban County Qualification Schedule.

(b) The COUNTY agrees that it will notify the MUNICIPALITY, in writing, of its right not to participate – pursuant to Section 7(a) above – by the date specified in HUD's Urban County Qualification Notice for the next qualification period.

(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 urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. The MUNICIPALITY and the COUNTY also agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws.

(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

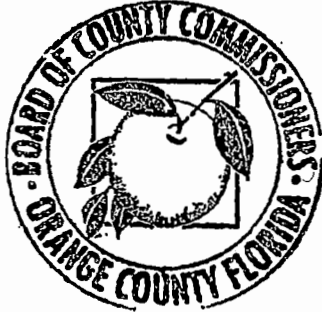
This Agreement shall take effect upon the execution of the Agreement by the parties.

SECTION 16. COUNTERPARTS

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

[THE REMAINDER OF THIS PAGE WAS LEFT INTENTIONALLY BLANK.]

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



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

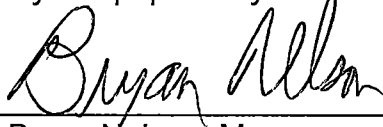
By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

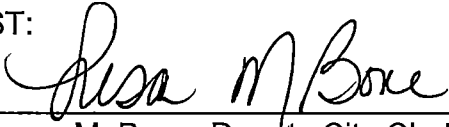
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Date: AUG 11 2020

CITY OF APOPKA, FLORIDA
By: City of Apopka City Council

By: 
Bryan Nelson, Mayor

ATTEST:
By: 
Susan M. Bone, Deputy City Clerk
Date: 7/15/2020