



Interoffice Memorandum

AGENDA ITEM

August 10, 2017

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

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

A handwritten signature in black ink, appearing to read "J. Weiss", is written over the name "Jon V. Weiss" in the "FROM:" field.

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

SUBJECT: August 22, 2017 – 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 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, HOME Investment Partnership Program, and Emergency Solutions Grant Program. Three municipalities, City of Winter Park, City of Ocoee, and City of Maitland, have opted to continue their participation and have signed Restated Interlocal Cooperation Agreements with Orange County. A template of a Restated Interlocal Cooperation Agreement has been reviewed by the County Attorney's Office as to the form.

ACTION REQUESTED: Approval and execution of Restated Interlocal Cooperation Agreements by Orange County, Florida and: City of Winter Park, Florida; City of Ocoee, Florida; and City of Maitland, Florida for Community Development Programs under the Urban County Program. Districts 1, 2 and 5

JVW:MG
Attachments

BCC Mtg. Date: August 22, 2017

**RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND CITY OF WINTER PARK, 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 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, this Agreement covers 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 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, there amendments herein are 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, the COUNTY and the MUNICIPALITY seek requalification for the subsequent, 2018-2020 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 Commission 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 2018, 2019, and 2020, beginning October 1, 2018. 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 CITY 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 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 by 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.

[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: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

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

By: *Katie Smith*
Deputy Clerk

Date: AUG 22 2017

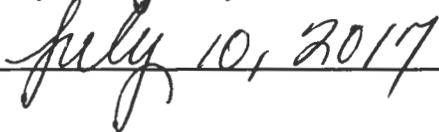


CITY OF WINTER PARK, FLORIDA
By: City of Winter Park City Commission

By: 
Steve Leary, Mayor

ATTEST:

By: 
Cindy Bonham, City Clerk

Date: 

BCC Mtg. Date: August 22, 2017

**RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND CITY OF OCOEE, 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 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, this Agreement covers 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 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, there amendments herein are 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, the COUNTY and the MUNICIPALITY seek requalification for the subsequent, 2018-2020 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 Commission 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 2018, 2019, and 2020, beginning October 1, 2018. 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 CITY 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 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 by 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.

[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

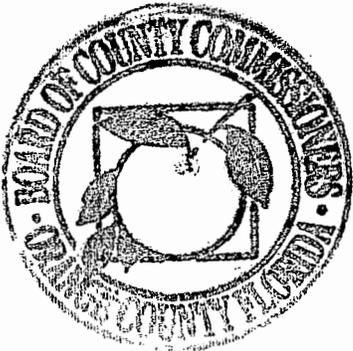
By: Orange County Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

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

By: *Kate Smith*
Deputy Clerk

Date: AUG 22 2017



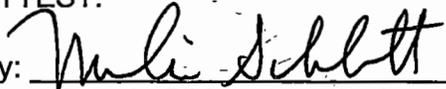
CITY OF OCOEE, FLORIDA

By: City of Ocoee City Commission

By: 

Rusty Johnson, Mayor

ATTEST:

By: 

Melanie Sibbitt, City Clerk

Date: July 18, 2017

FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE
APPROVED AS TO FORM AND LEGALITY
this 18th day of July, 2017.
Shuffield, Lowman & Wilson, P.A.

By: 

City Attorney

BCC Mtg. Date: August 22, 2017

**RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND CITY OF MAITLAND, 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 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, this Agreement covers 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 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, there amendments herein are 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, the COUNTY and the MUNICIPALITY seek requalification for the subsequent, 2018-2020 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 2018, 2019, and 2020, beginning October 1, 2018. 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 CITY 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 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 by 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.

[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

Teresa Jacobs
By: Teresa Jacobs
Orange County Mayor



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

By: Kate Smith Deputy Clerk
Date: AUG 22 2017

CITY OF MAITLAND, FLORIDA

By: City of Maitland City Council

A. Dale McDonald
By: A. Dale McDonald
A. Dale McDonald, Mayor

ATTEST:

By: Maria T. Waldrop
Maria T. Waldrop, City Clerk

Date: 7-24-2017