



# MANATEE COUNTY FLORIDA

May 6, 2016

Mr. Dave Bullock, Town Manager  
Town of Longboat Key  
501 Bay Isles Road  
Longboat Key, FL 34228

Dear Mr. Bullock:

**Re: Renewal of CDBG/HOME Cooperation Agreement with Manatee County**

In 2001, Manatee County became an Entitlement Community and a Participating Jurisdiction of the US Department of Housing and Urban Development (HUD). This allows Manatee County to receive Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) program funds annually from HUD.

At that time, Manatee County had to qualify as an Urban County. In July 2001, Manatee County entered into a Cooperation Agreement with the Town of Longboat Key to formalize the Town's participation in Manatee County's Urban County CDBG and HOME programs. Manatee County has received notification from HUD that it must re-qualify as an Urban County for the Fiscal Years 2017, 2018, and 2019.

Manatee County encourages the Town of Longboat Key to continue to participate in the Urban County Program. This participation makes CDBG, HOME and Emergency Solutions Grant (ESG) funds available to all of the citizens of Longboat Key that meet the eligibility requirements of the program. Please note that by participating in the Urban County Program, the Town of Longboat Key will not be precluded from applying for funding under the State of Florida's HOME and ESG Programs, however, the Town may not apply for the State of Florida's Small Cities CDBG funds.

Section 6(b) of the attached Cooperation Agreement contains an automatic renewal clause. This letter serves as official notice that the renewal clause will be executed unless the Town of Longboat Key terminates the agreement in writing. The automatic renewal will renew the Town of Longboat Key's participation in the CDBG and HOME programs for Fiscal Years 2017, 2018, and 2019.

P.O. Box 1000, Bradenton, FL 34206 \* 1112 Manatee Avenue West #510, Bradenton, FL 34205  
PHONE: 941.749.3029 \* FAX: 941.749.3027

Mr. Dave Bullock, Town Manager  
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**If the Town of Longboat Key desires to withdraw from the programs and terminate the Agreement, Manatee County and the HUD Jacksonville Field Office must receive written notification confirming termination no later than June 23, 2016.**

As a convenience to you, the HUD Jacksonville Field Office address is:

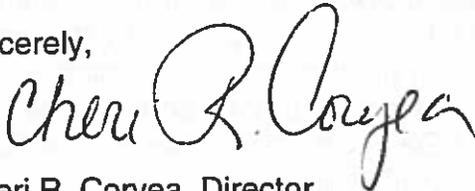
Debra Dye, CPD Representative  
U.S. Department of HUD  
400 West Bay Street, Suite 1015  
Jacksonville, Florida 32202

**However, a letter does not need to be sent to the HUD Jacksonville Field Office if the Town of Longboat Key intends to continue participation in the County Urban Program.**

HUD has issued notice CPD-15-04 which will require an amendment to the Interlocal Cooperation Agreement to include explicit provisions obligating the County and the Town of Longboat Key to take all actions necessary to assure compliance with affirmatively furthering fair housing and to include the ESG program. The amendments will be drafted and submitted to you within the very near future, if you choose to continue participating in the Urban County program.

If you have any questions or concerns, please contact Bill O'Shea of my staff at (941) 748-4501, ext. 6858 or e-mail at [bill.oshea@mymanatee.org](mailto:bill.oshea@mymanatee.org).

Sincerely,



Cheri R. Coryea, Director  
Neighborhood Services Department

Enclosures

cc: Ed Hunzeker, County Administrator  
Bill O'Shea, Community Development Project Manager  
Debra Dye, Jacksonville HUD Field Office

RESOLUTION 01-06

A RESOLUTION OF THE TOWN OF LONGBOAT KEY, FLORIDA, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT (EXHIBIT "A") BETWEEN THE COUNTY OF MANATEE AND THE TOWN OF LONGBOAT KEY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE QUALIFICATION PERIOD OF FISCAL YEARS 2002, 2003, AND 2004; PROVIDING FOR ORIGINAL COPIES OF THIS RESOLUTION AND THE AGREEMENT TO BE PROVIDED TO THE MANATEE COUNTY CLERK OF THE CIRCUIT COURT AND TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Manatee County Board of County Commissioners has requested that the Town of Longboat Key enter into an Interlocal Agreement for the Community Development Block Grant Program to assist in undertaking essential community development and housing assistance activities in Manatee County; and

WHEREAS, the Town Commission of the Town of Longboat Key has determined it to be in the best interests of the residents of Manatee County to enter into such Interlocal Agreement for application for fiscal years 2002, 2003, and 2004, stating October 1, 2001 through September 30, 2001, to receive funds from HUD for a CDBG Program; and

WHEREAS, the Interlocal Agreement, attached as "Exhibit A" fully sets forth the terms and provisions of the Town's participation;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

Section 1. The Mayor and Town Clerk are authorized to execute the Interlocal Agreement for Community Development Block Grant Program attached hereto as "Exhibit A".

Section 2. Original copies of the Agreement shall be provided to the Manatee County Clerk of the Circuit Court and HUD, with the three originals first being returned for execution by the Chairman of the Board of County Commissioners.

Section 3. This Resolution shall become effective immediately upon adoption.

Adopted at a meeting of the Town Commission of the Town of Longboat Key, Florida this 2nd day of July, 2001.

John M. McGraw  
VICE Mayor

ATTEST:

Donna H. Spencer  
Town Clerk



Attachment: "Exhibit A"

Donna H. Spencer, Town Clerk of the Town of Longboat Key, Florida, do hereby certify that above foregoing is a true and correct copy of the original thereof on file in my office. Witness my hand and seal of said Town this

5 day of July, 2001  
Donna H. Spencer  
TOWN CLERK of Longboat Key, FL

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND THE TOWN OF LONGBOAT KEY**

THIS AGREEMENT is made and entered into the 5<sup>th</sup> day of July, 2001, by and between the Town of Longboat Key, a Florida Municipal Corporation, (hereinafter referred to as "TOWN"), and the Manatee County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as COUNTY).

**WITNESSETH**

WHEREAS, the Housing and Community Development Act of 1974, as amended, and the Urban Rural Recovery Act of 1983 make 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 ('CDBG'); and the HOME Investment Partnership ("HOME") Programs; and

WHEREAS, it is the desire of the parties to this Agreement that COUNTY undertake activities to plan and carry out CDBG and the HOME Programs for the benefit of the residents of Manatee County; and

WHEREAS, the interlocal agreements of this type are specifically authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable 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. COUNTY ADMINISTRATION**

COUNTY agrees to provide, at no cost to the TOWN, the staff, resources, and other services necessary to plan and administer CDBG and HOME Programs upon the request of TOWN.

**SECTION 3. MUTUAL COOPERATION**

COUNTY and the TOWN agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

**SECTION 4. PROJECTS FUNDED**

(a) COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the TOWN to have the full and open opportunity to submit and implement eligible projects which are in compliance with the CDBG activities provided for in the Consolidated Plan.

(b) The TOWN understands and agrees that COUNTY will have final and ultimate responsibility for accepting activities to be funded through the CDBG and HOME Programs under the Consolidated Plan and for annually filing the Consolidated Action Plan with HUD.

**SECTION 5. MUNICIPALITY OBLIGATIONS**

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

"EXHIBIT A"

(c) The TOWN may not participate in a HOME consortium except through the urban county, regardless of whether the urban County receives a HOME formula allocation. By participating in the urban county program, the TOWN will also be participating in County's HOME program, if the County receives a HOME allocation; however, this will not preclude the TOWN from applying for funding under the State of Florida's HOME Program.

**SECTION 6. GRANT OF AUTHORITY AND TERM OF AGREEMENT**

(a) This Agreement covers CDBG and HOME appropriations for fiscal years 2002, 2003, and 2004, starting October 1, 2001 through September 30, 2004. This Agreement remains in effect until the CDBG and HOME funds and program income received with respect to funding for fiscal years 2002, 2003, and 2004, and successive three year qualification periods, are expended and the funded activities completed. COUNTY and the TOWN 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 COUNTY or the TOWN provides written notice it elects not to participate in a new qualification period. COUNTY will notify the TOWN in writing of its right to make such election by the date specified in subsequent urban county qualification notice(s).

(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 the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

**SECTION 7. PERFORMANCE OF SERVICES/CONTRACTS**

(a) As to the use of the CDBG and HOME funds received by COUNTY, COUNTY may either carry out the CDBG and HOME Programs for the TOWN or, in the event that existing interlocal agreements provide for TOWN to

**"EXHIBIT A"**

perform any services in connection with the CDBG and HOME Programs, COUNTY will contract with TOWN for the performance of such services.

(b) Any contracts entered into pursuant to Section 7(a) above shall contain provisions which obligate TOWN to undertake all necessary actions to carry out the CDBG and HOME Programs and the Consolidated Plan, where applicable, within a specified time frame and in accordance with the requirements of Title I of the Housing and Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

(c) TOWN agrees to undertake and accomplish all necessary action to carry out the CDBG and the HOME Programs, as provided for in the Consolidated Plan, and for the purposes of complying with the law.

**SECTION 8. APPLICABLE LAWS/COMPLIANCE**

(a) TOWN and COUNTY agree to take all required actions to comply with 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, The Americans with Disabilities Act of 1990 and all other applicable laws, rules and regulations. TOWN agrees to comply with all auditing requirements imposed by federal, state and local laws, rules, regulations.

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

**SECTION 9. FAIR HOUSING**

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

**SECTION 10. LAW ENFORCEMENT**

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

**SECTION 11. STATUS OF MUNICIPALITY**

Pursuant to 24 CFR 570.501(b), as well as other applicable law, TOWN agrees that it is, at a minimum, subject to the same requirements applicable to grantee subrecipients per CPD-01-08 Section VIII.B.

**SECTION 12. REAL PROPERTY**

TOWN and COUNTY agree with the following standards regarding real property acquired or improved, in whole or in part, using the CDBG funds.

(a) TOWN shall notify COUNTY, in a timely manner, of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.

(b) TOWN shall reinvest any and all program income into activities approved as eligible under the Consolidated Plan and shall include such activities in an appropriate subrecipient agreement.

**SECTION 13. EFFECTIVE DATE**

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

**SECTION 14. COUNTERPARTS**

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

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

WITNESSES:

Sign Name: Donna H Spencer  
 Print Name: Donna H Spencer  
 Sign Name: Barbara S. Wahl  
 Print Name: Barbara S. Wahl

ATTEST: R.B. SHORE  
 CLERK OF THE CIRCUIT COURT

By: [Signature]

By: [Signature]  
 Print Name: John R. Bedgrave  
 Title: Vice Mayor  
 Phone Number: 316-1999  
 Date of Execution: 7.5.01

COUNTY  
 COUNTY OF MANATEE, FLORIDA  
 by and through its  
 BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
 Joe McClash, Chairman

Date of Execution: 7/3/01

The terms and provisions of this Agreement are fully authorized under State and local law. This Agreement provides full legal authority for the Manatee County Board of County Commissioners to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

[Signature]  
~~Fred Williams~~ Patrick A. McVay  
 Sr. Asst County Attorney



# MANATEE COUNTY FLORIDA

May 6, 2016

Honorable Mayor Shirley Groover Bryant  
City of Palmetto  
516 8<sup>th</sup> Avenue West  
Palmetto, FL 34221

Dear Mayor Bryant:

**Re: CDBG/HOME/ESG Cooperation Agreement with Manatee County**

In 2001, Manatee County became an Entitlement Community and a Participating Jurisdiction of the US Department of Housing and Urban Development (HUD). This allows Manatee County to receive Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) program funds annually from HUD.

At that time, Manatee County had to qualify as an Urban County. In July 2001, and subsequent qualifying years, the City of Palmetto has elected to be excluded from participating in this process. Manatee County has received notification from HUD that it must re-qualify as an Urban County for the Fiscal Years 2017, 2018, and 2019.

Manatee County would like to invite the City of Palmetto to participate in the Urban County Program at this time. Participation with Manatee County makes CDBG, HOME and ESG funds available to all of the citizens of Palmetto that meet the eligibility requirements of the program. Please note that by participating in the Urban County Program, the City of Palmetto will not be precluded from applying for funding under the State of Florida's HOME and ESG Programs, however, the City may not apply for the State of Florida's Small Cities CDBG funds for the fiscal years during the period in which you would be participating with the urban county (Manatee County).

If the City of Palmetto desires to participate with Manatee County in this process, execution of an Interlocal Cooperation Agreement between Manatee County and the City of Palmetto will need to be executed and submitted (sample attached) to the HUD Jacksonville Field Office by no later than July 22, 2016.

P.O. Box 1000, Bradenton, FL 34206 \* 1112 Manatee Avenue West #510, Bradenton, FL 34205  
PHONE: 941.749.3029 \* FAX: 941.749.3027

Mayor Shirley Groover Bryant  
City of Palmetto  
May 6, 2016  
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We must receive written notification confirming or denying your election to participate with this process no later than June 17, 2016.

If you have any questions or concerns, please contact Bill O'Shea of my staff at (941) 748-4501, ext. 6858 or e-mail at [bill.oshea@mymanatee.org](mailto:bill.oshea@mymanatee.org).

Sincerely,



Cheri R. Coryea, Director  
Neighborhood Services Department

Enclosures

cc: Ed Hunzeker, County Administrator  
Bill O'Shea, Community Development Project Manager  
Debra Dye, Jacksonville HUD Field Office

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**INTERLOCAL AGREEMENT**  
*regarding*  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

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MANATEE COUNTY, FLORIDA  
TOWN OF LONGBOAT KEY, FLORIDA

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This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2016, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the Town of Longboat Key, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the “Town”.

***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 general, local government to undertake or assist in undertaking essential community development and housing assistance activities pursuant to Community Development Block Grants (“CDBG”); and

**WHEREAS**, it is the desire of the parties that the County undertake activities to plan and carry out or assist in carrying out the CDBG Entitlement Program for the benefit of residents of Manatee County; and

**WHEREAS**, the County and the Town have previously entered into an interlocal agreement, dated as of \_\_\_ (the “Prior Agreement”) for the purpose of receiving U.S. Department of Housing and Urban Development HOME Investment Partnerships Program (“HOME”) funds; and

**WHEREAS**, it is the desire of the parties that the County undertake activities to plan and carry out, or assist in carrying out, the HOME Program, and

**WHEREAS**, Section 163.01, *Florida Statutes*, the “Florida Interlocal Cooperation Act”, permits the County and Town to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in

order to make the most efficient use of their powers, and to provide services and accept grant and assistance funds for the mutual advantage of each governmental entity; and

**WHEREAS**, the County and the Town wish to enter into this Interlocal Agreement to support the CDBG Program.

***NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the Town agree as follows:***

***Article I***  
***AUTHORITY***

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

***Article II***  
***CDBG PROGRAM***

**2.1 Applications.** The Town hereby authorizes the County to make an application for and receive CDBG and HOME Grants from the United States Department of Housing and Urban Development (“HUD”), on its behalf, and shall further authorize the County to include the Town’s population for the purposes of calculating and making CDBG and HOME Grants directly to the County.

**2.2 Exclusivity.** The Town shall not apply for grants from appropriations under the Small Cities or State CDBG Programs for federal fiscal years during the period in which it participates in the County’s CDBG Program. The Town shall only participate in a HOME Program through the County or County’s participation in a HOME consortium. The Town shall not form a HOME consortium with any other local government for any reason.

**2.3 Staffing.** The County shall, at no cost to the Town, provide the staff, resources, and other services necessary to planning and administering CDBG and HOME Programs.

**2.4 Cooperation.** The County and Town do hereby agree to cooperate, undertake, or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly-assisted housing.

**2.5 Project Submittals.** The County will insure that Town officials and the citizens of the Town have an opportunity to submit projects for funding consideration. Projects submitted by Town officials or citizens shall be reviewed in the same manner as projects submitted by the County or other municipalities participating in the program. The Town acknowledges and agrees that the County will

have final responsibility for selecting programs to receive funding and filing the annual financial statements with HUD.

**2.6 Federal Requirements.**

- A. The Town and the County agree that, pursuant to 24 CFR 570.501(b), the Town is subject to the same requirements applicable to “subrecipients” (within the meaning of the said rule), including the requirement for a written agreement set forth in 24 CFR 570.503.
  
- B. The Town and the County do hereby agree to take all required actions to comply with the County’s certification required by Section 104(b) of the Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109, of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990 and other applicable laws.

**2.7 Use of Funds.** CDBG or HOME funds, if any, received by the County on the Town’s behalf may be used for the following:

- A. To carry out the CDBG Program or HOME Program for the Town; or
  
- B. To contract with the Town for the performance of such services in the event that the parties determine that it is feasible for the Town to perform any services in connection with the CDBG Program or the HOME Program.

Any such contract shall contain provisions which legally obligate the Town to undertake the necessary actions to carry out the CDBG Program, HOME Program, or Consolidated Plan, where applicable, within a specified time frame and in accordance with Section 104(b), Title I of the Housing and Community Development Act of 1974, as amended, and all applicable implementing regulations.

**2.8 Implementation.** Pursuant to the County’s direction, the Town will undertake the necessary actions to carry out the CDBG Program, the HOME Program and the Consolidated Plan.

**2.9 Fair Housing.** The Town and County acknowledge and agree that the County is prohibited from providing funding for activities in, or in support of, any cooperating unit of general local government (including the Town) which does not affirmatively further fair housing within its own jurisdiction or that impedes the County’s actions to comply with its fair housing certification.

**2.10 Civil Rights.** The Town hereby certifies that is has adopted and is enforcing:

- A. 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; and
- B. 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.

**2.11 Non-Transferability.** Neither the County nor the Town may sell, trade or otherwise transfer all or any portion of CDBG or HOME funds to another such metropolitan Town, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

*Article III*  
**TERMINATION OF PRIOR AGREEMENT**

The Town and County hereby agree that, upon expenditure of any and all remaining CDBG and HOME funds received thereunder, the Prior Agreement shall automatically terminate. All CDBG and HOME funds received for the federal fiscal years covered pursuant to Article IV shall be governed exclusively by this Interlocal Agreement and any amendments hereto.

*Article IV*  
**TERM AND RENEWAL.**

**4.1 Effective Date.** This Interlocal Agreement shall take effect as of its date set forth above and shall remain in effect as provided in Section 4.2.

**4.2 Duration; Federal Fiscal Years.** This Agreement is intended to cover federal fiscal years 2017, 2018, and 2019, which is the County's Urban County Qualification period, and any additional qualification periods as described in Section 4.3 of this Agreement. This Agreement shall give the County authority to carry out activities which will be funded from the CDBG and HOME appropriations. This agreement will remain in effect until all funds and program income received from the expenditure of such funds have been fully expended and the activities funded with CDBG and HOME funds have been completed. The Town and County may not terminate or withdraw from this Agreement while it remains in effect.

**4.3 Renewal.** At the end of the County's Urban County Qualification period which covers 2017, 2018, and 2019, this agreement will automatically be renewed for participation of the parties in successive three (3) year qualification periods, unless the County or the Town provides written notice to the other party that it elects not to participate in a new qualification period. A copy of this written

notice must also be provided to the HUD Field Office. In the event either party chooses not to participate, its written notice shall be received by other party and the HUD Field Office by the date specified in the HUD Urban County Qualification notice.

- A. If the Town fails to exercise the option at the end of the urban county qualification period, it will not have the opportunity to exercise that option until the end of any subsequent urban county qualification period. The County will notify the Town in writing, by the date specified in the HUD urban county notice, for each subsequent qualification period of the Town's right not to participate in future qualification periods.
- B. Failure by either party to adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three year Urban County Qualification period, and to submit the amendment to the HUD office as provided in the Urban County Qualification notice, will void the automatic renewal of such qualification period.

*Article V*  
**AMENDMENTS; ENFORCEMENT**

**5.1 Amendments Generally.** This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the Town by the Town Commission, and only if properly executed by all the parties hereto.

**5.2 Enforcement.** The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

*Article VI*  
**MISCELLANEOUS PROVISIONS**

**6.1 Validity.** After consultation with their respective legal counsel, the County and the Town each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The Town and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

**6.2 No General Obligation.** Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the Town, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement. The financial obligations of the Town and County set forth herein are subject to annual appropriation of legally available funds by their respective governing boards.

**6.3 Indemnification.** To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an “indemnifying party”) shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Interlocal Agreement.

**6.4 Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

**6.5 Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

**6.6 Headings; Pronouns.** The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

**6.7 Severability.** The provisions of this Interlocal Agreement are declared by the parties to be severable.

**6.8 Governing Law; Venue.** This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

**6.9 Full Agreement; Filing with Clerk of Circuit Court.** This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in Principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

**6.10 Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator  
Manatee County Administration Center  
1112 Manatee Avenue, Suite 920  
Bradenton, Florida 34205  
Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court  
Angelina Coloneso, Clerk  
1115 Manatee Avenue West  
Bradenton, Florida 34205  
Facsimile: (941)741-4082

And

Manatee County Attorney's Office  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205  
Attention: County Attorney  
Facsimile: (941)749-3089

If to Town: David R. Bullock, Town Manager  
Town of Longboat Key  
501 Bay Isles Road Longboat Key, FL 34228

With copies to: Town Attorney's Office

Maggie Mooney-Portale, Town Attorney  
Persson & Cohen, P.A.  
6853 Energy Court  
Lakewood Ranch, Florida 34240

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

*[signature page to follow]*

***WHEREFORE, the County and the Town have executed this Interlocal Agreement as of the date and year first above written.***

**TOWN OF LONGBOAT KEY, FLORIDA**

By: \_\_\_\_\_  
Town Manager/Pro Tem

ATTEST: \_\_\_\_\_, Town Clerk

\_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
Maggie D. Mooney-Portale, Town Attorney

**MANATEE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_  
County Administrator

**CERTIFICATION OF LEGAL OPINION**

The terms and provisions of this Agreement are fully authorized under State and local law which provide full legal authority for the County to execute and perform the Agreement.

\_\_\_\_\_  
County Attorney  
(by Assistant County Attorney)

*[signature page]*



**End of Agenda Item**