

M E M O R A N D U M

Date: December 29, 2003

TO: Town Commission

FROM: Dave Bullock, Town Manager

SUBJECT: Amended Interlocal Agreement Between Manatee County and the Town of Longboat Key for Renewal of CDBG/HOME Cooperation Agreement with Manatee County

At the June 20, 2016 Special Meeting the Town Commission approved an interlocal agreement with Manatee County for Renewal of CDBG/HOME Cooperation Agreement and Emergency Solutions Grant.

Since that time the Department of Housing and Urban Development has advised of a necessary amendment to that Interlocal Agreement. Due to our size and demographic the Town of Longboat Key is not eligible to apply for CDBG or HOME grant funds. However, through interlocal agreement beginning in 2001, the Town assigned its population to Manatee County to make application for, and receive, CDBG and HOME funds directly for the County's eligible residents.

This item includes the requested amendments to the Interlocal Agreement that was adopted on June 20, 2016 and is placed on the November 7, 2016 Regular Meeting Consent Agenda for formal action.

Please don't hesitate to contact me if you have any questions.

William OShea

From: Dye, Debra L <debra.l.dye@hud.gov>
Sent: Wednesday, August 31, 2016 6:25 AM
To: William OShea; Cheri Coryea; Denise Thomas
Cc: Padgett, Reuben P; Dye, Debra L
Subject: Urban County Submission - Legal Review - Manatee

Hello - Our legal office has reviewed all cooperation agreements submitted by Manatee County and provided the following determinations.

The cooperation agreements for the following cities must be amended in order to meet the requirements of Section V, CPD Notice CPD 2016-05. Need to provide agreements for the City Palmetto or provide copies of the notification letters and their response.

The following changes are required in the agreements:

City of Longboat Key

1. 1st page, 3rd WHEREAS – need to fill in date of prior agreement
2. #2.6B needs to be amended to include a requirement to affirmatively further fair housing. See language per notice 2016-05 below.

The agreement must contain an explicit provision obligating the county and the cooperating units of general local government 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, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The provision must also include the obligation 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 and the Age Discrimination Act of 1975.

3. #5.1 needs to be amended to include a requirement for HUD approval prior to any changes to the Inter-local agreement
4. Need resolution or minutes approving the execution of the agreement. Documents submitted indicate it will go up for approval September 12, 2016.

City of Bradenton Beach

1. Same as #1, 2, & 3 above for Longboat Key
2. #6.10 need to amend to include information for notices to the City

City of Holmes Beach & City of Anna Maria

1. Same as #1, 2, & 3 above for Longboat Key

Please make the indicated changes above and provide the revised documents / supporting documentation by return email. Should you have any questions, please let me know.

Sincerely,

Debra Dye
Senior Community Planning and Development Representative
U. S. Dept. of Housing & Urban Development
Jacksonville Field Office
400 West Bay Street, Suite 1015
Jacksonville, Florida 32202

INTERLOCAL AGREEMENT
regarding
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MANATEE COUNTY, FLORIDA
TOWN OF LONGBOAT KEY, FLORIDA

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the 15th day of November, 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 agreements, dated as of July 2, 2001 and July 26, 2016 (the “Prior Agreements”) for the purpose of receiving U.S. Department of Housing and Urban Development Community Development Block Grant (“CDBG”), HOME Investment Partnerships Program (“HOME”), and Emergency Solutions Grant (“ESG”) 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 CDBG, HOME, and ESG Programs, 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, HOME, and ESG Programs.

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 application for and receive CDBG, HOME, and ESG 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, HOME, and ESG 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, HOME, and ESG 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, HOME, or ESC funds, if any, received by the County on the Town’s behalf may be used for the following:

- A. To carry out the CDBG, HOME, or ESG 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, HOME, or ESG Program.
- C. The Town and the County do hereby 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, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, 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.

2.8 Implementation. Pursuant to the County’s direction, the Town will undertake the necessary actions to carry out the CDBG Program, the HOME Program, the ESG 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, HOME, or ESG 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, HOME, and ESG funds received thereunder, the Prior Agreement shall automatically terminate. All CDBG, HOME and ESG 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, HOME, and ESG 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, HOME, and ESG 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. HUD approval is required prior to any changes to this Interlocal Agreement.

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
 R.B. Shore, 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, Florida 34228
- With copies to: 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.

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

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
County Administrator

TOWN OF LONGBOAT KEY, FLORIDA

By: _____
David R. Bullock, Town Manager

ATTEST: Trish Granger, Town Clerk

Approved as to form and correctness:

Maggie D. Mooney-Portale, Town Attorney

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)



End of Agenda Item