

URBAN COUNTY COOPERATION AGREEMENT
BETWEEN
LAKE COUNTY AND
THE CITY OF LEESBURG, FLORIDA
RELATING TO THE
COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM (CDBG)

This is an Urban County Cooperation Agreement between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY", through its Board of County Commissioners, and the **CITY OF LEESBURG, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY", through its City Council.

WITNESSETH:

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 (CDBGs), Home Investment Partnership Program (HOME), and Emergency Solutions Grants (ESG), if at such time the COUNTY should become eligible to receive a HOME or ESG allocation, all of which are collectively referred to hereafter as "CDBGs"; and

WHEREAS, it is the desire of the parties that the COUNTY undertake activities necessary to plan and carry out or assist in carrying out the Community Development Program for the benefit of residents of Lake County.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. The CITY hereby authorizes the County to submit for and receive CDBGs from the United States Department of Housing and Urban Development (HUD) for fiscal years 2015, 2016, and 2017, and shall further authorize inclusion of the CITY's population for the purposes of calculating and making CDBGs directly to the COUNTY.

Section 2. The COUNTY shall, at no cost to the CITY, provide staff resources and other services necessary to planning and administering the Community Development Program.

Section 3. The COUNTY and CITY hereby agree that this agreement covers both the CDGB Entitlement Program and where applicable, the Home Investment Partnership Program (HOME), and the Emergency Solutions Grant (ESG), all collectively referred to herein as CDBGs.

Section 4. By executing this Agreement, the CITY hereby states that it understands it:

A. May not apply for grants from appropriations under the State CDBG Program for the fiscal years during the period in which it is participating in the Urban County CDBG Program; and

B. May receive a formula allocation under the HOME Program only through the COUNTY. Thus, even if the COUNTY does not receive a HOME formula calculation, the CITY cannot form a HOME consortium with other local governments; provided, however, that this does not preclude the COUNTY or the CITY from applying to the State for HOME funds, if the State allows.

C. May receive a formula allocation under the ESG Program only through the COUNTY; provided, however, that this does not preclude the COUNTY or the CITY from applying to the State for ESG funds, if the State allows.

Section 5. The CITY hereby acknowledges that pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements as are applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

Section 6. The COUNTY and the CITY do hereby agree to "cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities." The COUNTY will ensure that CITY officials and the citizens of the CITY have direct and frequent access to and influence on the process by which decisions are made concerning Community Development projects which either directly or indirectly affect the CITY through public hearing requirements as part of the Consolidated Planning process.

Section 7. The COUNTY and the CITY shall cooperate in the implementation of the approved Consolidated Plan during the period of the agreement for which the COUNTY qualifies as an urban county and for additional time as may be required for the expenditure of funds granted to the COUNTY for such period. The COUNTY has final responsibility for selecting CDBGs and filing the Consolidated Plan and annual Action Plans with HUD.

Section 8. With reference to the use of the CDBGs, funds to be received by the COUNTY, and including any program income generated from the expenditure of CDBGs, the COUNTY may either carry out the Community Development Program on behalf of the CITY or, in the event that parties determine that it is feasible for the CITY to perform any services in connection with the Community Development Program, the COUNTY may permit the CITY, through a separate

agreement, to carry out activities or projects in conformance with the COUNTY'S Community Development Program.

Section 9. The CITY does hereby agree to inform the COUNTY, in writing, of any income generated by the expenditure of CDBGs received by the CITY and that such program income must be paid to the COUNTY or may be retained by the CITY only if its use is defined in the separate agreement referenced in Section 5 above. The CITY agrees that any program income authorized to be retained under a separate agreement may only be used for eligible activities in accordance with all CDBG (and HOME, where applicable) requirements as may then apply.

Section 10. The parties agree that the COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the CITY as required by 24 CFR 570.501 and 570.504. In the event the CITY closes out an income generating project or becomes eligible to receive CDBGs funds as an entitlement community, any program income on hand or received subsequent to the close out or change in status shall be paid to the COUNTY.

Section 11. The CITY shall not sell, trade, or otherwise transfer all or any portion of the CDBGs to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBGs in exchange for any other funds, credits or non-Federal considerations, but must use the CDBGs for activities eligible under Title I of the Act.

Section 12. The CITY hereby agrees to notify the COUNTY, in writing, of any modification or change in use of real property from that planned at the time of acquisition or improvement with CDBGs including disposition. In the event property acquired or improved with CDBG funds is sold or transferred for a use which does not qualify under the CDBGs regulations, the COUNTY shall be reimbursed by the CITY an amount of the fair market value equal to the portion which CDBGs funds represented of the initial purchase price and improvements. All program income received by the COUNTY from the disposition or transfer, or received from the income generating projects after the time when the CITY becomes an entitlement community shall be used for eligible activities within the COUNTY'S urban county program.

Section 13. The parties do hereby mutually commit to take all actions necessary to assure compliance with the urban county's certification required by 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 parties shall also 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, and all other applicable laws. The parties acknowledge that the COUNTY is prohibited from funding activities in, or in support of, any CITY that does not affirmatively further fair housing within its own jurisdiction, or that impedes the COUNTY'S actions to comply with the COUNTY'S fair housing certification.

Section 14. The CITY and the COUNTY shall only be liable for negligence under this Agreement to the extent permitted under Chapter 768.28 of the Florida Statutes, as it may be amended from time to time. This section shall not be construed as waiving any defense or limitations which either party may have against any claim or cause of action by any person not a party to the Agreement.

Section 15. The term of this Agreement shall extend through a three (3) year period from the date the last party hereto executes this Agreement, and shall cover fiscal years 2015, 2016 and 2017. This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the CITY provides written notice that it elects not to participate in a new qualification period. The COUNTY, by the date specified in HUD's urban county qualification notice for the next qualification period, will notify the CITY, in writing, of its right to make such election. A copy of the COUNTY'S notification to the CITY shall be sent to the HUD Field Office, along with a copy of any written notice from the CITY indicating its election not to participate in future qualification periods, if any.

Section 16. Failure by either the COUNTY or the CITY 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 county 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 17. This Agreement will remain in effect until the CDBG (and HOME or ESG, where applicable) funds and program income received (with respect to the three-year qualification period of 2015, 2016, and 2017, and any successive three year qualification periods) are expended and the funded activities completed. The COUNTY or the CITY may not terminate or withdraw from the Agreement while the Agreement remains in effect; provided, however, that the CITY may terminate or withdraw from this Agreement if the COUNTY does not receive a grant for any year during such three-year qualification period.

Section 18. By signing this Agreement the CITY hereby verifies that it has adopted and is currently enforcing:

A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent 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 a nonviolent civil rights demonstration within its jurisdiction.

Section 19. Notices and demands which are required to be given pursuant to this Agreement will be made as follows:

A. All notices, demands, or other writings required to be given or made or sent pursuant to this Agreement, or which may be given or made or sent, by any party, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
Cheryl Howell, Manager
Housing & Community Development
P.O. Box 7800
Tavares, Florida 32778-7800

CITY OF LEESBURG, FLORIDA
City Manager
City of Leesburg
501 W. Meadow Street
Leesburg, Florida 34749

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight delivery company.

C. The effective date of such notices shall be the date personally delivered or if sent by mail, the date of the postmark, or if sent by overnight letter Delivery Company, the date of the notice picked up by overnight delivery company.

D. The parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

Section 20. Previous Agreements. All previous agreements between the parties relating to the same subject matter as herein, i.e., urban county participation, specified shall be superseded upon final execution hereof.

IN WITNESS WHEREOF, the CITY and COUNTY have executed this Agreement as of the date first hereinto fore written.

{Remainder of page left intentionally blank.}

Urban County Cooperation Agreement between Lake County and the City of Leesburg, Florida

CITY OF LEESBURG, FLORIDA

Print Name: _____

This ____ day of _____, 2014.

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

Urban County Cooperation Agreement between Lake County and the City of Leesburg, Florida

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Jimmy Conner, Chairman

This _____ day of _____, 2014.

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney