

URBAN COUNTY COOPERATION AGREEMENT
RELATING TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This is an Urban County Cooperation Agreement between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, the "COUNTY," through its Board of County Commissioners, and the **City of Eustis**, a municipal corporation organized under the laws of the State of Florida, the "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 (CDBG), and, where applicable, the Home Investment Partnership (HOME) Program, if at such time the COUNTY should become eligible to receive a HOME allocation, all of which are collectively referred to hereafter as "CDBGs;" and

WHEREAS, the COUNTY has qualified as an "urban county" under United States Department of Housing and Urban Development's (HUD) definition in 24 CFR § 570.3 for Fiscal Years 2021, 2022, and 2023, and intends to re-qualify as an urban county for the next successive three-year periods as required by HUD, and

WHEREAS, the COUNTY has developed and received approval of their Consolidated Plan, required by 24 CFR § 570.302 and 24 CFR Part 91, which covers the use of grant funds received under the CDBG and HOME Programs, and

WHEREAS, the COUNTY has the authority to carry out the essential community development and housing activities in the unincorporated areas of Lake County and seeks through this Agreement the authority by the CITY to carry out essential community development and housing activities within the CITY, and

WHEREAS, it is the desire of the parties that the COUNTY undertake activities in its role as an urban county necessary to plan and carry out or assist in carrying out the Community Development Program through the implementation of its Consolidated Plan for the benefit of residents of Lake County in unincorporated areas and within the CITY's limits.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and representations, the parties agree as follows:

Section 1. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.

Section 2. The CITY hereby authorizes the COUNTY to submit for and receive funding under the CDBG Entitlement Program and the HOME Program (CDBGs) from the HUD for fiscal years 2024, 2025, and 2026, and all successive three-year qualification periods thereafter. The CITY further authorizes the inclusion of the CITY'S population for the purposes of calculating and making CDBGs directly to the COUNTY.

Section 3. The COUNTY shall, at no cost to the CITY, provide staff resources and other services necessary for planning and administering the Community Development Program.

Section 4. The COUNTY and CITY hereby agree that this agreement covers the CDBG Entitlement Program and where applicable, and the HOME Program, collectively referred to herein as CDBGs.

Section 5. 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.

Section 6. 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 7. 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 8. 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 9. 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 the parties determine 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 written agreement, to carry out activities or projects in conformance with the COUNTY'S Community Development Program.

Section 10. 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 9 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 11. 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 12. 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-

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federal considerations, but must use the CDBGs for activities eligible under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended.

Section 13. 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 14. The parties do hereby mutually commit 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. CDBGs will be conducted and administered by the parties in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1; the Fair Housing Act, and the implementation of the regulations at 24 CFR part 100; will 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, and implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 28 CFR part 35; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and all other applicable laws.

Section 15. The parties acknowledge that the COUNTY is prohibited from funding activities in, or in support of, any cooperating municipality 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 16. 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 17. The term of this agreement shall extend through a three-year period from the date the last party hereto signs this agreement, and shall cover HUD fiscal years 2024, 2025, and 2026. 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 18. 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 19. This agreement will remain in effect until the CDBG (and HOME, where applicable) funds and program income received (with respect to the three-year qualification period of 2024, 2025, and 2026, 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

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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 20. 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 21. 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:

Director
Office of Housing & Community Services
Lake County
P.O. Box 7800
Tavares, Florida 32778

CITY:

City Manager
City Manager's Office
City of Eustis
10 North Grove Street
Eustis, FL 32726

WITH COPIES TO:

Lake County Attorney
P.O. Box 7800
Tavares, Florida 32778

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 22. Upon signature of the last party to sign, this agreement supersedes all previous agreements between the parties relating to urban county participation.

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IN WITNESS WHEREOF, the CITY and COUNTY the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman, and by CITY signing by its duly authorized representative.

_____, **FLORIDA**

Tom Carrino, City Manager

This ____ day of _____, 2023.

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Kirby Smith, Chairman

This ____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh, County Attorney