

CITY COUNCIL RESOLUTION NO. 2022-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY, FLORIDA; PROVIDING FOR THE EMERGENCY HOME REPAIR PROGRAM FOR ELIGIBLE CITIZENS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) is in need of a qualified building official; and

WHEREAS, the City and Columbia County, Florida (hereinafter the “County”) have worked together for years to provide assistance to one another as needed; and

WHEREAS, the County has implemented an emergency home repair program for Columbia County consisting of criteria for eligible citizens; and

WHEREAS, the County is amenable to administering the program to the City’s citizens under the same criteria as that included in the County’s program excepting residency criteria; and

WHEREAS, the City Council finds that the program is in the best interests of the City and is willing to appropriate up to two hundred fifty thousand dollars and zero cents (\$250,000.000) for the administration and repairs associated with the program; and

WHEREAS, the City and County desire to memorialize their respective responsibilities in the attached *Interlocal Agreement between Columbia County, Florida and the City of Lake City, Florida for the Emergency Home Repair Program for Citizens who are Seniors, Disabled, or Veterans* (hereinafter the “Interlocal Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Mayor is authorized to execute the Interlocal Agreement.

Section 3. If any clause, section, or other part of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 4. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately upon passage and adoption:

PASSED AND ADOPTED at a meeting of the City Council this ____ day of June 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA, AND
THE CITY OF LAKE CITY, FLORIDA FOR THE EMERGENCY HOME REPAIR
PROGRAM FOR CITIZENS WHO ARE SENIORS, DISABLED, OR VETERANS**

THIS INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2022, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (hereinafter the “County”), and **THE CITY OF LAKE CITY, FLORIDA**, a body politic of the State of Florida, with a mailing address of 205 North Marion Street, Lake City, FL 32055 (hereinafter the “City”).

WHEREAS, the City Council of the City is desirous of helping the living situations of the citizens of the city; and

WHEREAS, the City has received Local Fiscal Recovery Funds through the American Rescue Plan Act (“ARPA”), to address negative economic impacts and inequities perpetuated by the Covid-19 pandemic in a number of priority areas consistent with ARPA expenditure categories established by the U.S. Department of Treasury; and

WHEREAS, the County has adopted and implemented a program named the “Emergency Home Repair Program” which helps certain disadvantaged citizens of the county improve their living situations; and

WHEREAS, the City Council of the City unanimously approved the allocation of ARPA funds to address the need to repair residences of citizens consistent with ARPA expenditure categories established by the U.S. Department of Treasury; and

WHEREAS, the City Council found that partnering with the County to extend its Emergency Home Repair Program to citizens of the City would be the most efficient manner to address the aforementioned needs; and

WHEREAS, the County is amenable to partnering with the City to provide for the City’s aforementioned needs in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and on the terms and conditions set forth, the parties agree as follows:

1. RECITALS INCORPORATED.

The recitals above are true and correct and are incorporated herein by reference.

2. TERM.

This Agreement shall become effective upon the recording of this Agreement in the Official Records of Columbia County and shall continue in full force and effect until amended, canceled, or superseded. Either party may terminate this agreement, with or without cause, by providing the other with written notice at least one hundred eighty (180) days prior to the effective date of such termination.

3. OBLIGATIONS OF THE CITY.

The City shall provide all information requested by the County and compensate the County in accordance with the provisions of this Agreement to provide the Emergency Home Repair Program to citizens of Lake City, Florida.

4. OBLIGATIONS OF THE COUNTY.

- A. The County shall extend the County's Emergency Home Repair Program to the citizens of Lake City, Florida who are in need of emergency repairs that, if unaddressed, hinder their ability to live safely in their homes.
- B. The City may request the County to perform extra services or decreased services. Extra services or decreased services means services that are not different in kind or nature from the services called for in the County's Emergency Home Repair Program, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total compensation amount set forth herein unless the agreement is amended.
- C. The County shall ensure that any contractors and their subcontractors, retained by the County agree to the following:
 - 1) Compliance with Chapter 119, Florida Statutes;
 - 2) Compliance with Section 448.095, Florida Statutes ("E-Verify system);
 - 3) to indemnify, defend, and hold harmless the City and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages arising from, in connection with, caused by or resulting from the contractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees;

- 4) Incorporation of the Equal Opportunity Employment clauses and provisions as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, and also provided in the ARPA Agreement;
- 5) Incorporation of the Copeland Anti-Kickback Act regulations as defined in 18 U.S.C. section 874, 40 U.S.C. section 3145, and CFR Part 3, as may be applicable, and also provided in the ARPA Agreement;
- 6) Incorporation of the federal regulations concerning work hours and safety standards as defined in 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and also provided in the ARPA Agreement;
- 7) Incorporation of the Clean Air Act and the Federal Water Pollution Control Act as defined in the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and also provided in the ARPA Agreement;

5. AMERICAN RESCUE PLAN ACT NOTICE AND MANDATED CLAUSES.

This Agreement is a subrecipient agreement funded with a federal assistance award to the City of Lake City from the US Department of Treasury under Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (ARPA), which created the Coronavirus State and Local Fiscal Recovery Fund (LFRF). The award is documented in the *American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement* (hereinafter “ARPA Agreement”) approved via City Council Resolution 2021-140. In accordance with the ARPA Agreement, the County agrees to the following mandated provisions:

A. Suspension and Debarment:

- 1) This agreement is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the County is required to verify that neither the County, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- 2) The County must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

3) This certification is a material representation of fact relied upon by the State of Florida, Division of Emergency Management (hereinafter the "Division"). If it is later determined that the County did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and debarment.

4) The County, or its bidder or proposer, agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The County, or its bidder or proposer, further agrees to include a provision requiring such compliance in its lower tier covered transactions.

B. Byrd Anti-Lobbying Amendment, 31 USC section 1352 (as amended): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.

C. The applicable requirements of section 603 of the Act, regulations adopted by the Treasury Department pursuant to section 603(f) of the Act, and guidance issued by the Treasury Department.

6. COMPENSATION.

The City shall produce a lump sum amount of two hundred fifty thousand dollars and zero cents (\$250,000.00) of ARPA funds to the County to provide the Emergency Home Repair Program to citizens in Lake City, Florida.

7. AMENDMENT.

Either party that desires to amend this Agreement shall notify the other party in writing, indicating the type of amendment desired and stating reasons for the amendment. This Agreement may be amended only by

mutual written agreement of the parties.

8. INDEMNIFICATION.

Each party agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing herein shall be construed as consent by an either party to be sued by third parties in any matter arising out of this agreement, or as a waiver of sovereign immunity by either party to which sovereign immunity applies.

9. NOTIFICATION.

Except as provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via verified electronic mail to the parties' respective official government email addresses provided below. In the event of the death, disability, removal, or resignation of the person designated below, notice may be made to the individual holding the office designated. The parties' representatives are:

County: County Manager
david_kraus@columbiacountyfla.com
Post Office Box 1529
Lake City, Florida 32056-1529

City: City Manager
dyalp@lcfla.com
205 N. Marion Street
Lake City, Florida 32055

County designates the County Manager as Agent with primary responsibility for the performance of this Agreement. In case this Agent is replaced by another for any reason, the County will designate another gent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in this section.

10. NONDISCRIMINATION.

During the term of this Agreement, the County agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

11. THIRD-PARTY RIGHTS.

This agreement is intended to be solely between the parties hereto. No part of this agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

12. AUDIT AND RETENTION OF RECORDS.

The County agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. All records and documents generated under this Agreement, including payroll records and any other documents relating to the performance of services hereunder, shall be retained by the County for not less than five (5) years after completion of all work under this Agreement, in order to be available for audit by the City or the U.S. Department of Treasury. In the event of a conflict between this section and the laws, regulations, and other requirements of the U.S. Department of Treasury for administering American Rescue Plan Act (ARPA) funds and the Coronavirus State and Local Fiscal Recovery Funds, the more strict provision and the longer retention requirement shall control.

13. SEVERABILITY.

If any provision of this Agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

14. EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN.

This Agreement, any amendments, or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

15. RECORDING OF AGREEMENT, EFFECTIVE DATE.

The County, upon execution of this Agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Columbia County.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

THE BOARD OF COUNTY
COMMISSIONERS FOR
COLUMBIA COUNTY, FLORIDA

By: _____
Stephen M. Witt, Mayor

By: _____
Rocky Ford, Chair

Attest:

Attest:

By: _____
Audrey E. Sikes, City Clerk

By: _____
James M. Swisher, Jr.,
Clerk of Courts

Approved as to Form:

Approved as to Form:

By: _____
Fred Koberlein, Jr.,
City Attorney

By: _____
Joel Foreman,
County Attorney