

## **RESOLUTION NO 2025 - 004**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING A THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY, FLORIDA RELATED TO THE EMERGENCY HOME REPAIR PROGRAM FOR ELIGIBLE CITIZENS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to City Council Resolution No. 2022-047, the City of Lake City, Florida (the "City") and Columbia County, Florida (the "County") entered into that certain Interlocal Agreement between Columbia County, Florida and the City of Lake City, Florida concerning the administration of the Emergency Home Repair Program for Citizens who are Seniors, Disabled, or Veterans (the "Interlocal Agreement"), whereby the City appropriated \$250,000.00 of ARPA Funds to such program; and

WHEREAS, pursuant to Resolution No. 2022-127, the City authorized an Amendment to the Interlocal Agreement and appropriated an additional \$250,000.00 of ARPA Funds; and

WHEREAS, pursuant to Resolution No. 2023-061, the City authorized a second Amendment to the Interlocal Agreement and appropriated an additional \$250,000.00 of ARPA Funds; and

WHEREAS, the City has exhausted all of its available ARPA Funds, but continues to desire to provide funding in furtherance of the Interlocal Agreement; and

WHEREAS, the City has available certain unrestricted funds in its General Fund to appropriate in furtherance of the Interlocal Agreement; and

WHEREAS, the City and the County desire to amend the Interlocal Agreement a third time to allow for a fourth installment of funds to the County in the amount of \$100,000 in accordance with the Interlocal Agreement (the "Third Amendment"), which funds are unrestricted funds from the City's General Fund, and not ARPA Funds; and

WHEREAS, additional funding is in the public or community interest and for public welfare; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving the Third Amendment is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Third Amendment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor is authorized to execute any documents necessary for the distribution of the \$100,000.00 to the County in accordance with the Interlocal Agreement; and
4. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
5. The Mayor of the City of Lake City is authorized and directed to execute and bind the City to the terms of the Third Amendment; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of January, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**AMENDMENT TO INTERLOCAL AGREEMENT  
EMERGENCY HOME REPAIR PROGRAM**

THIS AMENDMENT to the INTERLOCAL AGREEMENT dated June 16, 2022 is entered into this \_\_\_\_ day of January, 2025, 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, 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, Florida 32055.

WHEREAS, the City of Lake City, Florida (the “City”) and Columbia County, Florida (the “County”) entered into that certain 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 dated June 16, 2022; and

WHEREAS, said parties hereby desire to amend the Agreement as provided in this Amendment to Interlocal Agreement between the County, Florida and the City for the Emergency Home Repair Program for Citizens who are Seniors, Disabled, or Veterans.

WHEREAS, the Agreement provided that the City would utilize \$250,000.00 of the funds the City received through the American Rescue Plan Act (“ARPA”) to partner with the County and its “Emergency Home Repair Program”; and

WHEREAS, the City and the County have utilized said ARPA funds to assist eligible citizens of the City through the County’s “Emergency Home Repair Program”; and

WHEREAS, the City desires to utilize additional unrestricted City funds from the City’s General Fund in the amount of \$100,000 to assist additional eligible citizens of the City through the County’s “Emergency Home Repair Program”; 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 Amendment; now, therefore

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, AND ON THE TERMS AND CONDITIONS HEREIN 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.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

3. TERMS AND CONDITIONS.

The City shall continue to be obligated as provided in paragraph Three (3) of the Agreement. The County shall continue to be obligated as provided in paragraph Four (4) of the Agreement. The funds provided in accordance with this amendment shall be utilized to improve eligible residences set forth in the Exhibit hereto in sequential order until such time as funds provided by the City are insufficient to complete the work on the next residence listed in said Exhibit.

4. AMERICAN RESCUE PLAN 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.

5. COMPENSATION.

The City shall appropriate and transfer to the County an additional lump sum amount of one hundred thousand dollars and zero cents (\$100,000.00) of unrestricted City funds from the City's General Fund to be utilized by the County's Emergency Home Repair Program for the benefit of citizens of Lake City, Florida.

6. 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. The Agreement may be amended only by mutual written agreement of the parties.

7. 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 belief 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[AGREEMENT CONTINUES WITH PARAGRAPH 8 ON FOLLOWING PAGE]

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NOT FOR  
EXECUTION**

8. 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](mailto:David.Kraus@columbiacountyfla.com)  
Post Office Box 1529  
Lake City, Florida 32056-1529

City: City Manager  
[RosenthalD@lcfla.com](mailto:RosenthalD@lcfla.com)  
205 N. Marion Street  
Lake City, Florida 32055

The 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 agent 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.

9. SURVIVAL OF TERMS.

All terms and conditions of the Agreement not specifically modified herein shall remain in full force and effect.

10. SEVERABILITY.

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

11. 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.

12. 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: \_\_\_\_\_  
Noah E. Walker, Mayor

By: \_\_\_\_\_  
Rocky Ford

Attest:

Attest:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
James M. Swisher  
Clerk of Courts

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Clay Martin,  
City Attorney

By: \_\_\_\_\_  
Joel Foreman,  
County Attorney

**EXHIBIT TO  
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EXECUTION**

Exhibit to  
Third Amendment to Interlocal Agreement  
Emergency Home Repair Program

1. **Biner Julks** - Congress Avenue
2. **Ruby Portee** - Fairview
3. **Zena Elliot** - Fairfax
4. **Edith Adams** - Broadway
5. **Gloria Demerit** - Dixie

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**