



Office of Housing & Community Development

City of Sarasota & Sarasota County Government

111 South Orange Avenue • Sarasota, FL 34236
941/951-3640 • Fax 941/951-3644

November 11, 2016

Edward K. Lavalley, City Manager
City of Venice
401 W. Venice Avenue
Venice, FL 34285

Re: Urban Qualification Agreement

Dear Mr. Lavalley:

I want to thank you and the City Council for your continued participation in the Sarasota County Community Development Block Grant (CDBG) program.

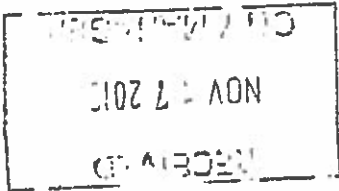
On April 26, 2016, the Venice City Commission voted to extend the Urban Qualification Agreement with Sarasota County that allowed the County to spend CDBG, HOME Partnership and Emergency Solution Grant Funds in the City of Venice. We had submitted the draft agreement to the Department of Housing and Urban Development (HUD) for their approval before it went to the Council, but did not receive a response.

In August, HUD finally responded and informed us that the agreement did not contain all of the required fair housing language. They required that we have the Agreement amended by staff. However, given that this was approved by 3 different local jurisdictions, we feel that it needs to be formally amended by the City Council and county commission.

I have sent your staff a copy of the proposed amendment and asked that it be placed on the City Council's agenda. They asked that I send you a formal letter requesting the change. I was also asked to elaborate on any impacts to the City of Venice. I know of none. This is simply a language change necessary to comply with HUD's requirements.

Respectfully,

Donald Hadsell
Director, Office of Housing & Community Development



FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

This First Amendment to Interlocal Agreement for Community Development Block Grant Program (“FIRST AMENDMENT”) is made by and between SARASOTA COUNTY, a political subdivision of the State of Florida hereinafter referred to as “COUNTY,” and the CITY OF VENICE, a Florida municipal corporation hereinafter referred to as “CITY.”

WITNESSETH:

WHEREAS, the CITY and COUNTY entered into an Interlocal Agreement for Community Development Block Grant Program (“AGREEMENT”) in May 2016 that is identified as BCC Contract No. 2016-285; and

WHEREAS, the AGREEMENT was reviewed by the U.S. Department of Housing and Urban Development and it was determined that the AGREEMENT did not sufficiently articulate the obligations of the CITY and COUNTY required by CPD Notice 2016-05 regarding affirmatively furthering fair housing, and

WHEREAS, the CITY and COUNTY wish to confirm their respective and mutual commitment to further fair housing in accordance with the requirements of the U.S. Department of Housing and Urban Development.

NOW, THEREFORE, the parties hereto do mutually agree that Numbered Paragraph 11 of the AGREEMENT is hereby amended to read as follows:

11. The CITY and the COUNTY do hereby agree to take all required actions to comply with the COUNTY’s certification required under Section 104(b) of the 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

CITY and COUNTY do hereby also agree 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, the Americans with Disabilities Act of 1990 and other applicable laws.

Except as specifically modified above, all other terms, conditions, covenants and provisions of the AGREEMENT are hereby ratified and affirmed, shall remain unchanged and are in full force and effect.

IN WITNESS WHEREOF, the CITY and the COUNTY do hereby authorize and have executed this FIRST AMENDMENT as of the date written below.

CITY OF VENICE, FLORIDA

ATTEST:

City Clerk

By: _____
Mayor

Approved as to form and correctness:

Date: _____

By: _____
City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

ATTEST:

KAREN E. RUSHING.
Clerk to the Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners of Sarasota County,
Florida

By: _____
Chairman

Date: _____

By: _____
Deputy Clerk
(SEAL)

CERTIFICATION OF LEGAL OPINION

The terms and provisions of this First Amendment are fully authorized under State and local law which provide full legal authority for the County to execute and perform the Agreement.

County Attorney

INTERLOCAL AGREEMENT

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT, by and between SARASOTA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the CITY OF VENICE, a Florida municipal corporation, hereinafter referred to as "CITY."

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 general, local government to undertake or assist in undertaking essential community development and housing assistance activities pursuant to Community Development Block Grants, hereinafter referred to as "CDBG",

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

WHEREAS, the COUNTY has entered into an interlocal agreement with the City of Sarasota to form a consortium for the purpose of receiving HOME Investment Partnership Program funds,

WHEREAS, it is the desire of the parties that the COUNTY undertake activities to plan and carry out, or assist in carrying out, the HOME Program, and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes the City and County to form an interlocal agreement to provide services and accept grant and assistance funds for the mutual advantage of each governmental entity, and

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

- 1. The CITY hereby authorizes the COUNTY to make application for and receive CDBG and HOME Grants from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", on its behalf, and shall further authorize the COUNTY to include the CITY's population for the purposes of calculating and making Community Development Block Grants and HOME Grants directly to the COUNTY.**
- 2. The CITY shall not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the COUNTY's Community Development Block Grant Program.**
- 3. The CITY shall only participate in a HOME Program through the COUNTY or COUNTY's participation in a HOME consortium. The City shall not form a HOME consortium with any other local government for any reason.**
- 4. The COUNTY shall, at no cost to the CITY, provide the staff, resources, and other services necessary to planning and administering CDBG and HOME Programs.**
- 5. The COUNTY and CITY 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.**
- 6. The COUNTY will insure that CITY officials and the citizens of the CITY have an opportunity to submit projects for funding consideration. Projects submitted by CITY officials or citizens shall be reviewed as projects submitted by the COUNTY or other municipalities participating in the program. The CITY acknowledges and agrees that the COUNTY will have final responsibility for selecting programs to receive funding and filing the annual financial statements with HUD.**

7. The CITY and the COUNTY agree that, pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.
8. This Agreement covers fiscal years 2017, 2018, and 2019, which is the County's Urban County Qualification period, and any additional qualification periods as defined in paragraph 9 of this Agreement. This Agreement shall give the COUNTY authority to carry out activities which will be funded from the CDBG and HOME 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 and HOME funds have been completed. The CITY and COUNTY may not terminate or withdraw from this Agreement while it remains in effect.
9. 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 City 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. If the CITY 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 CITY in writing, by the date specified in the Department of Housing and Urban Development urban county notice, for each subsequent qualification period of the City's right not to participate in future qualification periods. 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.

10. CDBG or HOME funds, if any, received by the COUNTY, may be used for the following:

- (1) to carry out the CDBG Program or HOME Program for the CITY; or
- (2) to contract with the CITY for the performance of such services in the event that the parties determine that it is feasible for the CITY to perform any services in connection with the CDBG Program or the HOME Program.

Any such contract shall contain provisions which legally obligate the CITY to undertake the necessary actions to carry out the CDBG Program, HOME Program, or Consolidated Plan, where applicable, within a specified time frame and in accordance with Section 104(b), Title I of the Housing and Community Development Act of 1974, as amended, and all applicable implementing regulations.

11. The CITY 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.

12. Pursuant to the County's direction, the CITY will undertake the necessary actions to carry out the CDBG Program, the HOME Program and the Consolidated Plan.

13. The CITY 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 CITY) 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.
14. The CITY hereby certifies that it 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.
15. Neither the County nor the City may sell, trade or otherwise transfer all or any portion of CDBG or HOME funds to another such metropolitan city, 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.
16. This agreement shall become effective when a fully executed copy is filed for record with the Sarasota County Clerk of the Circuit Court.

IN WITNESS WHEREOF, the CITY and the COUNTY do hereby authorize and have executed this Agreement as of the date written below.

ATTEST:

Dori Stelzer
City Clerk

CITY OF VENICE, FLORIDA

By: John W. Helic
Mayor

Approved as to form and correctness:

Date: 5/2/2016

By: [Signature]
City Attorney

Approved By City Council

Date: 4/26/2016

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

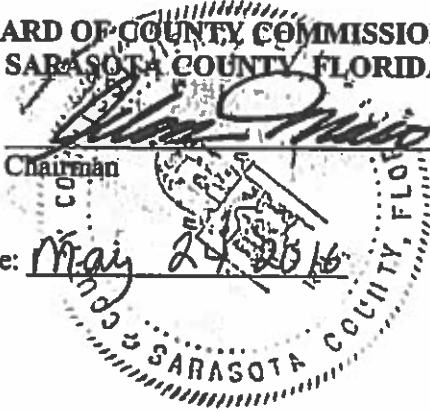
By: [Signature]
Chairman

Date: May 24, 2016

ATTEST:

KAREN E. RUSHING.
Clerk to the Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners of Sarasota County,
Florida

By: [Signature]
Deputy Clerk
(SEAL)



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.

[Signature]
County Attorney *KRS*