

SECOND INTERLOCAL AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT, by and between SARASOTA COUNTY, a political subdivision in 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 CDBG Entitlement Program for the benefit of residents of the 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, hereinafter referred to as “HOME”,

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,

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,

WHEREAS, on June 7, 2022, the Parties approved and executed Contract No. 2022-198, the Interlocal Agreement for Community Development Block Grant Program (“Original

Agreement”),

WHEREAS, on August 30, 2022, the Parties approved and executed Contract No. 2022-327, an Amended Interlocal Agreement, to incorporate additional requirements requested of the U.S. Department of Housing and Urban Development (“HUD”),

WHEREAS, HUD has advised the parties that the first Amended Interlocal Agreement did not explicitly include a WHEREAS clause that acknowledges, terminates, and replaces the Original Agreement,

WHEREAS, this second amended agreement acknowledges that the first amended agreement terminated and replaced the Original Agreement,

WHEREAS, this second amended agreement terminates and replaces the August 30, 2022, first amended agreement, 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 purposes of calculating and making CDBG 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 CDBG 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 CITY understands that it may receive a formula allocation under the ESG Program only through the urban COUNTY.

5. 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.
6. The COUNTY and CITY do hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.
7. The COUNTY will ensure 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.
8. 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.
9. This Agreement covers fiscal years 2023, 2024, and 2025, which is the COUNTY'S Urban County Qualification period, and any additional qualification periods as defined in paragraph 11 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.
10. Periodically, statutory, or regulatory changes may require the COUNTY to amend its agreement to add the new provision(s). The COUNTY may draft a separate amendment

to its existing agreement that includes the new provision(s) rather than drafting a new cooperation agreement that contains the new provisions. However, the separate amendment must be executed by an official representative of the CITY and the urban COUNTY.

11. At the end of the Urban County Qualification period which covers 2023, 2024, and 2025, 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 HUD Urban County Qualification 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.

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

- a. to carry out the CDBG Program or HOME Program for the CITY; or

- b. 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.

- 13. 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, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. The City and the County also agree to take all required actions to comply with Section 109, of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, 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 regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws.
- 14. 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.
- 15. 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.

16. 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.

17. 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.

18. This Agreement shall become effective when a fully executed copy is filed for record with the Sarasota County Clerk of the Circuit Court.

[The remainder of this page is intentionally left blank.]

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

CITY OF VENICE, FLORIDA

**ATTEST:**

\_\_\_\_\_  
Kelly Michaels, City Clerk

By: \_\_\_\_\_  
Nick Pachota, Mayor

Approved as to form and correctness:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly Fernandez, City Attorney

**ATTEST:**

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

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

Approved as to form and correctness:

By: \_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date signed by Sarasota County