

INTERLOCAL COOPERATION AGREEMENT
(City of Atlantic Beach)

This Interlocal Cooperation Agreement (this “**Agreement**”) is made and entered into on _____, 2024, by and between the CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (“**COJ**”), and the CITY OF ATLANTIC BEACH, a municipal corporation in Duval County, Florida (“**AB**”).

WHEREAS, the parties have the common power to perform Community Development Block Grant (CDBG) program, Emergency Solutions Grant (ESG) program, and Home Investment Partnerships (HOME) program activities within their jurisdictions, said common powers being pursuant to Section 125.01, Florida Statutes, and Chapter 163, Part III, Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, mandates that a county must enter into interlocal cooperation agreements with municipalities in its jurisdiction for the purposes of implementing CDBG activities within said municipalities; and

WHEREAS, such interlocal cooperation agreements are also required to implement the HOME program under Title II of the National Affordable Housing Act of 1990, as amended, and the ESG program under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act); and

WHEREAS, COJ desires to join with AB in order to carry out the planning and professional services necessary to implement the CDBG, ESG and HOME programs during federal fiscal years 2025, 2026, and 2027, and during subsequent federal fiscal years; and

WHEREAS, COJ and AB agree to cooperate to undertake or assist in undertaking community renewal and lower income housing assistance activities; and

WHEREAS, COJ and AB wish to cooperate in the implementation of the goals and objectives of COJ’s Consolidated Plan, as approved by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, AB desires to cooperate with COJ for the purpose of implementing the CDBG, ESG, and HOME programs; and

WHEREAS, the governing bodies of COJ and AB have each authorized this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. This Agreement covers the CDBG, ESG, and HOME programs and pertains to funds that COJ is qualified to receive from HUD under said programs for federal fiscal years 2025, 2026, and 2027, which cover the three-year urban county qualification period beginning on October 1, 2024, and ending on September 30, 2027 (the “**Qualification Period**”). This Agreement shall remain in effect until the CDBG, ESG, and HOME funds and program income received (with respect to activities carried out during the Qualification Period and during any subsequent three-year qualification period covered by any renewal of this Agreement) are expended and the funded activities are completed. Neither AB nor COJ may terminate, or withdraw from, this Agreement while it remains in effect.
2. This Agreement shall be automatically renewed for a three-year qualification period at the end of the Qualification Period and at the end of each subsequent qualification period unless either party provides the other party a written notice in which it elects not to participate in a new qualification period. If such notice is given, the party electing not to participate shall also send a copy of the written notice to the HUD field office with jurisdiction over COJ.

COJ shall, by the date specified in HUD’s Urban County Qualification Notice for the next qualification period, notify AB in writing of its right not to participate, and COJ shall provide a copy of such written notice to the HUD field office with jurisdiction over COJ by the date specified in the Urban County Qualification Notice.

3. While this Agreement is in full force and effect, during the Qualification Period and during any subsequent three-year qualification period covered by any renewal of this Agreement, COJ and AB agree to amend this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements as set forth by HUD in its Urban County Qualification Notices applicable to all subsequent three-year qualification periods, and to provide HUD such amendments as provided in the Urban County Qualification Notices. Failure to comply with the aforesaid shall void the automatic renewal of this Agreement.
4. AB, by executing this Agreement, understands that:
 - (a) It may not apply for any grants from appropriations under the State of Florida CDBG program for fiscal years during the period in which it participates in COJ’s CDBG program.
 - (b) It may receive a formula allocation under the HOME program only through COJ. Even if COJ does not receive a HOME formula allocation, AB understands that it may not receive HOME program funds from a HOME consortium with other local governments. This, however, does not preclude COJ or AB from applying to the State of Florida for HOME program funds if the State of Florida so allows.

- (c) It may receive a formula allocation under the ESG program only through COJ. This, however, does not preclude COJ or AB from applying to the State of Florida for ESG program funds if the State of Florida so allows.
5. This Agreement is contingent upon COJ's qualification as an "urban county" under the CDBG program as determined by HUD, as well as HUD's award of funds under the CDBG, ESG, and HOME programs.
 6. COJ and AB agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. COJ and AB also agree to cooperate to enable COJ to expend CDBG, ESG, and HOME program funds on eligible activities within AB's jurisdiction during the Qualification Period and during any subsequent qualification period covered by the renewal of this Agreement.
 7. AB shall assist and cooperate with COJ in the preparation of the HUD required Consolidated Plan for the use of CDBG, ESG, and HOME program funds. COJ shall prepare the Consolidated Plan application and other necessary documents and shall take full responsibility and assume all obligations as the applicant. COJ and AB agree to comply with said Consolidated Plan and implement activities as outlined in the Action Plan approved by HUD for the use of CDBG, ESG, and HOME program funds. COJ and AB agree that COJ is hereby permitted to undertake or assist in undertaking essential community development and housing assistance activities within AB's jurisdiction.
 8. COJ shall assist AB in undertaking all professional and administrative services necessary for the purposes of implementing activities of the CDBG, ESG, and HOME programs, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
 9. Pursuant to 24 CFR § 570.501(b), AB is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement as described in 24 CFR § 570.503.
 10. AB may not sell, trade, or otherwise transfer all or any portion of CDBG program funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG program funds in exchange for any other funds, credits, or non-federal considerations, but must use such CDBG program funds for activities under Title I of the Housing and Community Development Act of 1974, as amended.
 11. COJ and AB shall take all actions necessary to assure compliance with COJ's certification required by Section 104(b) of 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. COJ and AB shall 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, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section

3 of the Housing and Urban Development Act of 1968, and other applicable laws. COJ shall not fund any activities in, or in support of, AB should AB not affirmatively further fair housing within its jurisdiction or should AB impede COJ's actions to comply with COJ's fair housing certification.

12. AB has adopted, and is enforcing, 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 the Municipality has adopted, and is enforcing, 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 jurisdictions.
13. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of COJ or AB.
14. Nothing contained in this Agreement shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county, or municipal officers.
15. This Agreement may be executed electronically and in several counterparts each of which will be deemed an original and all of which will constitute one instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

ATTEST

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan
Mayor

ATTEST

CITY OF ATLANTIC BEACH, a municipal corporation in Duval County, Florida

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The terms and provisions of the agreement are fully authorized under state and local law and the agreement provides the legal authority for the county to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities.

Approved as to form:

City of Jacksonville, Office of General Counsel