

**File Attachments for Item:**

6. City Council Resolution No. 2022-127 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of amendment to Interlocal Agreement with Columbia County, Florida related to the Emergency Home Repair Program for eligible citizens; providing for severability; providing for conflicts; and providing for an effective date.

## City Council Resolution 2022-127

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

**WHEREAS**, Pursuant to City Council Resolution No. 2022-047, the City of Lake City, Florida (hereinafter the “the City”) and Columbia County, Florida 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 (hereinafter, “Interlocal Agreement”); and

**WHEREAS**, at its April 18, 2022 Regular Session Meeting, the City approved the initial funding of the Interlocal Agreement in the amount of \$250,000.00 of ARPA Funds with the approval to allocate an additional \$250,000.00 when additional ARPA funds are received by the City; and

**WHEREAS**, the City has received the additional \$250,000.00 ARPA Funds and desires to allocate said funds to the Interlocal Agreement; and

**WHEREAS**, the City authorizes the execution of the Amendment to the 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, as provided in the attached Amendment; and

**WHEREAS**, the City Council finds that the additional funding of the Interlocal Agreement is in the best interests of the City and its citizens.

**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 Amendment to 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 on this \_\_\_\_ day of November 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: \_\_\_\_\_  
Thomas J. Kennon, III  
City Attorney

**AMENDMENT TO 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 AMENDMENT to INTERLOCAL AGREEMENT** dated June 16, 2022 is entered into this \_\_\_ day of November, 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, 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 (hereinafter the “City”) and Columbia County, Florida (hereinafter 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 said parties hereby desire to amend the Agreement as provided in this Amendment to 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.

**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 are utilizing 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 ARPA funds in the amount of \$250,000.00 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 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. 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.

**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 produce an additional lump sum amount of two hundred fifty thousand dollars and zero cents (\$250,000.00) of ARPA funds to the County to be utilized by the County's Emergency Home Repair Program to citizens in 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.

**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  
[dyalp@lcfla.com](mailto: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 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: \_\_\_\_\_  
Stephen M. Witt, Mayor

By: \_\_\_\_\_  
Robby Hollingsworth

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: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

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