

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF  
ALTAMONTE SPRINGS FOR AMERICAN RESCUE PLAN ACT FUNDING**

**THIS INTERLOCAL AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of  
the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street,  
Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**,” and the **CITY OF  
ALTAMONTE SPRINGS**, a Florida municipal corporation, whose address is 225 Newburyport  
Avenue, Altamonte Springs, Florida 32701, in this Agreement referred to as “**CITY**.”

**W I T N E S S E T H:**

**WHEREAS**, Section 163.01, Florida Statutes, as may be amended, authorizes public  
agencies to enter into agreements with other public agencies in order to serve a public purpose;  
and

**WHEREAS**, Congress passed the American Rescue Plan Act (“ARPA”) and President  
Biden signed the ARPA into law on March 11, 2021; and

**WHEREAS**, the ARPA, in part, amends Title VI of the Social Security Act by establishing  
the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund,  
together the Fiscal Recovery Funds; and

**WHEREAS**, the Fiscal Recovery Funds provide three hundred fifty (\$350) billion dollars  
in emergency funding for eligible state, local, territorial, and Tribal governments; and

**WHEREAS**, the COUNTY’s total allocation is in the amount of \$91,646,669.00, with  
COUNTY only having received its’ initial 50% allocation in the amount of \$45,823,334.50; and

**WHEREAS**, ARPA, Treasury guidance, and/or the Interim Final Rule to the ARPA authorizes local governments to transfer Fiscal Recovery Funds to other local governments in order to allow the flexibility needed to achieve the greatest impact in implementing programs; and

**WHEREAS**, CITY agrees that the transfer of certain Fiscal Recovery Funds to the COUNTY for COUNTY's implementation of programs county-wide, as specified in this Agreement, will best serve the residents of Seminole County in recovering from the public health and economic impacts of the COVID-19 pandemic; and

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of the Parties, the Parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

**Section 2. Definitions.**

(a) "ARPA" means the American Rescue Plan Act of 2021; P.L. 117-2.

(b) "Cause" includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and guidance, failure to perform on time, failure to comply with the express terms of this Agreement, or refusal to permit public access to any public record, defined by and subject to disclosure under Chapter 119, Florida, as amended.

(c) "Fund" means the Fiscal Recovery Funds under ARPA.

(d) "Party" means COUNTY or CITY; "Parties" mean COUNTY and CITY.

(e) "Treasury" means the United States Department of Treasury.

**Section 3. Term.** The effective date of this Agreement is the date the County executes this Agreement, and expires on December 31, 2024 ("Term"), unless terminated earlier in accordance with this Agreement.

**Section 4. American Rescue Plan Act Funding.**

(a) COUNTY will implement certain programs, in its sole discretion, within Seminole County to address the public health and economic impacts caused by the COVID-19 pandemic. As some programs are also for the benefit of the residents of CITY, it is agreed to by the Parties to be in the best interest of the residents of Seminole County to have single county-wide programs, rather than multiple programs of similar type. The implementation by COUNTY of single county-wide programs will serve the public purpose in providing immediate economic stabilization and will address the systemic public health challenges. As such, upon an invoice to CITY, no more frequently than monthly, CITY will provide COUNTY Funds for certain programs, as specified in and in accordance with Exhibit A, Scope of Work, attached to and incorporated in this Agreement. For the avoidance of doubt, COUNTY may establish and implement programs with or without input from CITY, in COUNTY's sole discretion. At the end of the Term, COUNTY will return to CITY any unused Funds provided by CITY under this Agreement.

(b) As the Parties have a great deal of responsibility in the prudent expenditure and accounting of Funds, as authorized and required by the Federal Government, COUNTY agrees to require its non-profit subrecipients board members and officers to be free from convictions of any fraud or financial crimes, such as embezzlement, theft, forgery, bribery, falsification or destruction of records, misuse or misappropriation of funds. In addition, COUNTY agrees to require its non-profit subrecipients to, follow competitive procurement requirements in the manner substantially outlined in Exhibit C – Competitive Procurement Requirements, attached to and incorporated in this Agreement, and to have no conflicts of interest, in non-profit subrecipient's procurement of goods and services. COUNTY reserves the right to revise the aforementioned competitive procurement requirements exhibit included in the agreements for non-profit subrecipients with or without notice to CITY when determined to be in the best interest of COUNTY. The Parties hold

non-profit organizations within Seminole County to a high standard as non-profit organizations have been instrumental in providing services to those most affected in the community as a result of the COVID-19 pandemic.

(c) The COUNTY's performance under this Agreement is contingent upon an appropriation by the Federal Government, and is subject to any modification, including the cancellation of programs and services specified in this Agreement, in COUNTY's sole discretion.

**Section 5. Indemnification.**

(a) Each Party is solely responsible to third parties with whom they may contract in carrying out the terms of this Agreement and will hold each other harmless against all claims of whatsoever kind or nature by such third parties arising out of the performance of work under any such contract with a third party. This provision is not to be construed as a waiver by any Party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as may be amended. Furthermore, no part or provision within this Agreement may be interpreted as requiring one Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability for the other Party's negligence in contravention of Section 768.28(19), Florida Statutes.

(b) The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any Party any remedy or defense available to such Parties under the laws of the State of Florida.

**Section 6. Default.** If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 7, Remedies. Events of Default, including:

(a) If any warranty or representation made by CITY in this Agreement related to ARPA is or becomes false or misleading in any respect, or if CITY fails to keep or perform any of the

obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement; or

(b) If CITY has failed to perform and complete on time any of its obligations under this Agreement.

**Section 7. Remedies.** If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to CITY and upon CITY's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement in accordance with Section 10, Notice;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend allocation of all or any part of the Funds;

(d) The County may require corrective or remedial actions, which may include, but may not be limited to:

(1) requesting additional information from the CITY to determine the reasons for or the extent of non-compliance or lack of performance,

(2) the issuance a written warning to advise that more serious measures may be taken if the situation is not corrected,

(4) requiring the CITY to reimburse COUNTY for the amount of costs incurred,

or

(e) The COUNTY may exercise any other rights or remedies which may be available under law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance of CITY, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by CITY.

**Section 8. Termination.**

(a) The COUNTY may terminate this Agreement for Cause after thirty (30) days written notice to CITY.

(b) The COUNTY may terminate this Agreement immediately for convenience when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of Funds, by providing CITY with written notice.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

**Section 9. Employee Status.** Persons employed by CITY in the performance of this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of CITY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

**Section 10. Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

**As to COUNTY:**

Attention: Resource Management Director/CFO  
Seminole County Resource Management Office  
1101 E. 1st Street  
Sanford, Florida 32771-1468

**With a COPY to:**

Attention: Tricia Johnson, Deputy County Manager  
Seminole County, County Manager's Office  
1101 E. 1st Street  
Sanford, Florida 32771-1468

**As to CITY:**

Attention: City Manager  
City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701

**With a COPY to:**

Attention: Director of Finance  
City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701

**Section 11. Parties Bound.** This Agreement is binding upon and inures to the benefit of the Parties, and their successors and assigns.

**Section 12. Conflict of Interest.**

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as may be amended, relating to ethics in government.

(b) Each Party hereby certifies that no officer, agent, or employee of that Party has any material interest (as defined in § 112.312(15), Florida Statutes), as may be amended, as over 5%

ownership either directly or indirectly, in the business of the other Party to be conducted here, and that no such person will have any such interest at any time during the Term.

(c) Each Party has the continuing duty to report to the other Party any information that indicates a possible violation of this Section.

### **Section 13. Dispute Resolution.**

(a) In the event of a dispute related to performance under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that COUNTY administrative dispute resolution procedures are exhausted, a Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is the sole venue for any such civil action. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

### **Section 14. Reports.**

(a) Beginning at the end of the first quarter in calendar year 2022, COUNTY will provide the City Manager with quarterly reports, by completing Exhibit B – ARPA Quarterly Progress Report Template, attached to and incorporated in this Agreement. COUNTY reserves the right to revise Exhibit B in order for COUNTY to provide the public with transparency and to comply with requirements set forth by Treasury, while still providing CITY the information needed for CITY's reporting requirements.

(b) COUNTY will provide CITY quarterly reports within ten (10) business days of the end of each calendar quarter and will be submitted prior to the end of each calendar quarter until the termination, expiration, or the completion of programs or services under this Agreement, whichever comes first. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

**Section 15. Equal Opportunity Employment.** The Parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. The Parties shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 16. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

**Section 17. Compliance with Laws and Regulations.** The Parties must abide by all statutes, ordinances, rules, regulations, and executive orders pertaining to or regulating the provision of this Agreement, including, but not limited to, ARPA, regulations adopted by Treasury, guidance adopted by Treasury pertaining to ARPA, and 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," as any one of the foregoing may be amended.

**Section 18. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

**Section 19. Assignment.** This Agreement may not be assigned by either Party without the prior written approval of the other Party.

**Section 20. Severability.** If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

**Section 21. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

**Section 22. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CITY OF ALTAMONTE SPRINGS

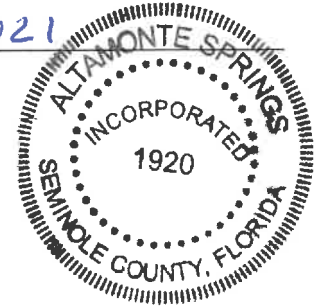
Angie M Apperson  
ANGIE APPERSON, City Clerk

By: Pat Bates  
PAT BATES, Mayor

Approved as to form and  
legal sufficiency.

Date: 12/7/2021

James A. Fowler  
JAMES A. "SKIP" FOWLER, ESQ.  
City Attorney



*[Signatures and attestations continue on the following page.]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

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

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
20\_\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

BP/

12/1/21

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Attachments:

Exhibit A – Scope of Work

Exhibit B – ARPA Quarterly Progress Report Template

Exhibit C – Competitive Procurement Requirements

## EXHIBIT A SCOPE OF WORK

### Seminole County and the City of Altamonte Springs Consolidated Assistance Program for the American Rescue Plan Act

ARPA PROGRAM	CITY PARTICIPATION (Paid by City to County)	FIRST TRANCHE PAYMENT	SECOND TRANCHE PAYMENT	CITY JURISDICTION ONLY OR COUNTYWIDE
Seminole County Sheriff's Office	\$625,997.89	\$625,997.89	N/A	Countywide
Countywide Mental Health Partnerships	\$208,665.96	\$208,665.96	N/A	Countywide
Non-Profit Grants	\$27,794.31	\$27,794.31	N/A	Countywide
Individual Assistance Grants <sup>1</sup>	Up to \$350,000.00	Up to \$350,000.00	N/A	City Jurisdiction Only
Seminole State College Workforce Training	\$100,000.00	\$100,000.00	N/A	Countywide
Homelessness Diversion/Rescue Outreach Mission <sup>2</sup>	\$104,332.98	\$104,332.98	N/A	Countywide
Broadband Study <sup>3</sup>	Up to \$18,711.56	\$18,711.56	TBD	Countywide
<b>TOTAL:</b>	<b>\$1,435,502.70</b>	<b>\$1,435,502.70</b>		

<sup>1</sup> County will invoice cities on a monthly basis. Amount will include a 10% administrative fee

<sup>2</sup> A portion of the funds allocated towards Homelessness Diversion will support the \$3,025,000 apportionment for Rescue Outreach Mission

<sup>3</sup> Not to exceed reflected amount. Cities will be invoiced once final costs are determined as part of the broadband study

**Exhibit B**  
**ARPA - Quarterly Progress Report**



Project Title:

Date

Contact Name:

Reporting Period:

Telephone:

**Project Objective:**

**Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.**

**Plans for Next Quarter:**

**Authorized Agent Signature:** \_\_\_\_\_

## Exhibit C – Competitive Procurement Requirements

The standards and procedures for purchases outlined in this Exhibit are intended to ensure that goods and services acquired, in whole or in part with ARPA funds, are obtained as efficiently and economically as possible through an open and competitive process, maximizing the value of public funds.

SUBRECIPIENT must obtain a minimum of two (2) written quotes for purchases over FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00); email quotes are acceptable. SUBRECIPIENT may not split purchases to award work to the same vendor resulting in an avoidance of comply with the competitive requirements set forth herein.

For purchases over FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), SUBRECIPIENT must utilize competitive bids or proposals and requests for bids or proposals must be written in a way not to restrict competition. SUBRECIPIENT must provide a clear and accurate description of the technical requirements for the goods and services to be procured; all requirements which vendors must fulfill; and all other factors to be used in evaluating bids or proposals.

SUBRECIPIENT must keep detailed files, which include, at minimum, the following information:

- Basis for vendor selection
- An explanation for lack of competition when competitive bids or proposals were not obtained
- Basis of award