

R E S O L U T I O N
NUMBER 2025-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, APPROVING THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN CHARLOTTE COUNTY AND THE CITY OF PUNTA GORDA FOR THE PREPARATION, IMPLEMENTATION, AND ADMINISTRATION OF THE COUNTY'S CONSOLIDATED PLAN AND CERTAIN US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FUNDED COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, governmental entities are authorized to enter into interlocal agreements pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, Charlotte County Board of County Commissioner's (the "Board") and the City of Punta Gorda (the "City"), collectively the "Parties", recognize the need for community-wide participation in local housing and community development activities implemented by the U.S. Department of Housing and Urban Development ("HUD") through the Federal Housing and Community Development Act of 1974 (the "Act"); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, mainly for persons of low and moderate income; and

WHEREAS, this objective is to be accomplished by providing financial assistance, in the form of block grant funds, to state and local governments (the "CDBG Program") for the conduct and administration of housing and community development activities and

programs as contemplated under the Act; and

WHEREAS, in order for the County to be authorized to conduct certain kinds of community development and housing assistance activities within the boundaries of the City, the Parties must enter into a cooperation agreement wherein the City authorizes and agrees to cooperate with the County to undertake or to assist in the undertaking of essential community development and housing assistance activities, specifically including urban renewal and publicly assisted housing, within the boundaries of the City, as may be approved and authorized in the County's annual grant agreements with HUD; and

WHEREAS, the City previously entered into a cooperation agreement with the County, AGR 2025-015, to become a participating jurisdiction under the County's status as an Urban County ("Original ILA"); and

WHEREAS, the Original ILA requires amending and restating, in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Charlotte County, Florida:

Section 1. The Board approves the Amended and Restated Interlocal Agreement as attached hereto as Exhibit A.

Section 2. The Board authorizes the Chairman to execute the Agreement.

Section 3. This Resolution is effective upon adoption.

[SIGNATURE PAGE FOLLOWS]

PASSED AND DULY ADOPTED this 10TH day of June 2025.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Joseph M. Tiseo, Chairman

ATTEST:
Roger D. Eaton, Clerk of the
Circuit Court and Ex-officio Clerk of
the Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

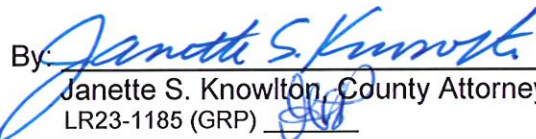

By:  _____
Janette S. Knowlton, County Attorney
LR23-1185 (GRP) 

EXHIBIT A

AMENDED AND RESTATED INTERLOCAL AGREEMENT

Between
CHARLOTTE COUNTY
and
CITY OF PUNTA GORDA
for

PREPARATION, IMPLEMENTATION, AND ADMINISTRATION THE COUNTY'S
CONSOLIDATED PLAN AND CERTAIN US DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) FUNDED COMMUNITY PLANNING AND
DEVELOPMENT PROGRAMS

This is Amended and Restated Interlocal Agreement ("Agreement"), is made and entered into by and between Charlotte County, a political subdivision of the State of Florida ("County"), whose address is 18500 Murdock Circle, Port Charlotte, Florida 33948, and the City of Punta Gorda, a municipal corporation of the State of Florida ("City"), whose address is 326 W. Marion Avenue, Punta Gorda, Florida 33950, collectively referred to as the "Parties."

RECITALS

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, County desires to join with City in order to carry out the planning and professional services necessary to implement the CDBG, ESG and HOME programs during federal fiscal years 2026, 2027, and 2028, and during subsequent federal fiscal years; and

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

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

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

WHEREAS, the governing bodies of County and City have each authorized this Agreement; and

WHEREAS, this Agreement is being amended to identify the correct three-year urban county qualification period.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and Agreement's hereinafter set for the, the Parties agree as follows:

1. This Agreement covers the CDBG, ESG, and HOME programs and pertains to funds that COUNTY is qualified to receive from HUD under said programs for federal fiscal years 2026, 2027, and 2028, which cover the three-year urban county qualification period beginning on October 1, 2026, and ending on September 30, 2029 (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 City nor County 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 County.

County shall, by the date specified in HUD's Urban County Qualification Notice for the next qualification period, notify City in writing of its right not to participate, and

County shall provide a copy of such written notice to the HUD field office with jurisdiction over County 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, County and City agree to amend this Agreement to incorporate any changes necessary to meet the requirements 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. City, 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 County's CDBG program.
 - b) It may receive a formula allocation under the HOME program only through County. Even if County does not receive a HOME formula allocation, City understands that it may not receive HOME program funds from a HOME consortium with other local governments. This, however, does not preclude County or City 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 County. This, however, does not preclude County or City from applying to the State of Florida for ESG program funds if the State of Florida so allows.
5. This Agreement is contingent upon County'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. County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. County and City also agree to cooperate to enable County to expend CDBG, ESG, and HOME program funds on eligible activities within City's jurisdiction during the Qualification Period and during any subsequent qualification period covered by the renewal of this Agreement.
7. City shall assist and cooperate with County in the preparation of the HUD required Consolidated Plan for the use of CDBG, ESG, and HOME program funds. County shall prepare the Consolidated Plan application and other necessary documents

and shall take full responsibility and assume all obligations as the applicant. County and City 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. County and City agree that County is hereby permitted to undertake or assist in undertaking essential community development and housing assistance activities within City's jurisdiction.

8. County shall assist City 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), City is subject to the same requirements applicable to subrecipients, including the requirements of a written Agreement as described in 24 CFR § 570.503.
10. City 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. County and City shall take all actions necessary to assure compliance with County'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. County and City 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. County shall not fund any activities in, or in support of, City should City not affirmatively further fair housing within its jurisdiction or should City impede County's actions to comply with County's fair housing certification.
12. City 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 County or City.

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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials on the date below.

**CHARLOTTE COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
Joseph Tiseo, Chairman

Date: _____

ATTEST:

Roger D. Eaton, Clerk to the Circuit Court
And Ex-officio Clerk to the Board of
County Commissioners

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Janette S. Knowlton, County Attorney
LR23-1185 _____

CITY OF PUNTA GORDA, FLORIDA

ATTEST:

By: _____
Dr. Deborah Lux, Mayor

By: _____
Sara Welch, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Steven Leskovich, Interim City Attorney