

**F. Consent Agenda - Housing and Human Services  
ITEM 11.**



**AGENDA REPORT  
July 24, 2018**

**Approval, Re: Urban County Agreements and Re-qualifications for FY 2019,  
2020, and 2021**

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**SUBJECT:**

Approval, RE: Urban County Agreements and Re-qualifications for FY 2019, 2020, and 2021.

**FISCAL IMPACT:**

FY 17-18 – The approval of this action will have no fiscal impact to the general fund.  
FY 18-19 - The approval of this action will have no fiscal impact to the general fund.

**DEPT/OFFICE:**

Housing and Human Services

**REQUESTED ACTION:**

It is requested that the Board of County Commissioners approve and authorize Urban County Agreement Re-qualifications with the U.S. Department of Housing & Urban Development (HUD) to receive Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds, and authorize the continuance of Cooperative Agreements with the applicable municipalities for fiscal years 2019, 2020, and 2021 per Section 6.(b). It is also requested that the Board of County Commissioners approve and authorize the County Attorney to sign the attached mandatory letter for submittal to HUD.

**SUMMARY EXPLANATION and BACKGROUND:**

The Brevard County Housing and Human Services Department is re-applying for Urban County re-qualification status to HUD. This application process occurs every three (3) years. In order to be entitled to receive CDBG and HOME funds as an Urban County, Brevard County must qualify by having a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas.

The current Urban County Agreements with the cities automatically renews participants for three (3) year qualification periods, unless Brevard County and/or municipalities provide written notice of an election not to participate in a new qualification period.

Brevard County has existing cooperative agreements with the municipalities of Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne Village, Palm Shores, Rockledge, and Satellite Beach. None of these municipalities has elected to not participate in the new qualification period.

Brevard County may not undertake essential community development and housing activities within the geographical boundaries of municipalities without the consent of the governing body of the locality. In this instance, the consent required is the automatic renewal of the Urban County Agreements with the participating cities/towns.

Brevard County must also submit a letter from the County Attorney to HUD regarding the continuing authority and legality of the Agreements.

**CLERK TO THE BOARD INSTRUCTIONS:**

Have letter signed by County Attorney and agreement copies returned to HHS.

**ATTACHMENTS:**

**Description**

- ▢ Existing HUD Interlocal Agreements
- ▢ HUD CDBG Interlocal Approval Letters from the 7 Cities
- ▢ Letter re: Urban County Agreements and Re-Qualifications for FY 2019, 2020, and 2021

Jessie  
633-2007

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## INITIAL CONTRACT REVIEW AND APPROVAL FORM

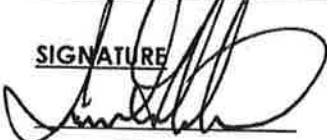

**SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b> U.S. Department of Housing and Urban Development, Jacksonville, Florida	
<b>2. Fund/Account #:</b>	<b>3. Department Name:</b> Housing and Human Services
<b>4. Contract Description:</b> HUD Urban County Agreements and Re-qualifications for FY 2019, 2020, and 2021	
<b>5. Contract Monitor:</b> Alan Woolwich	<b>7. Contract Type:</b>  INTERGOVT/FEDERAL
<b>6. Dept/Office Director:</b> Ian Golden	

**SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

**SECTION III - REVIEW AND APPROVAL TO EXECUTE**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		7/5/18
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		7/16/18

**SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

July 25, 2018

**M E M O R A N D U M**

TO: Ian Golden, Housing and Human Services Director

RE: Item F.11., Approval of Urban County Agreements and Re-Qualifications for FY 2019, 2020, and 2021

The Board of County Commissioners, in regular session on July 24, 2018, approved and authorized Urban County Agreement Re-Qualifications with the U.S. Department of Housing & Urban Development (HUD) to receive Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds; authorized the continuance of Cooperative Agreements with the applicable municipalities for Fiscal Years 2019, 2020, and 2021 per Section 6.(b).; and approved and authorized the County Attorney to sign the mandatory letter for submittal to HUD. Enclosed is a copy of the Letter and copies of CDBG Interlocal Cooperation Agreements, which were approved by the Board on July 21, 2015.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (8)

cc: Assistant County Attorney Powers



BOARD OF COUNTY COMMISSIONERS

County Attorney's Office  
2725 Judge Fran Jamieson Way  
Building C, Room 308  
Viera, Florida 32940

July 24, 2018

Mr. Thomas N. Bilodeau, CPD, Program Manager  
c/o Ms. Debra Dye, Senior CPD, Representative  
U. S. Department of Housing and Urban Development  
Office of Community Planning & Development  
400 West Bay Street, Suite 1015  
Jacksonville, Florida 32202-5121

Re: Urban County Agreements and Re-Qualifications for FY 2019, 2020, and 2021

Dear Mr. Bilodeau:

I have reviewed the Urban County Interlocal Agreements that Brevard County has with the municipalities of Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne Village, Palm Shores, Rockledge, and Satellite Beach. The terms and provisions of the renewable agreements continue to be authorized. The renewable agreements continue to provide the full legal authority for Brevard County, as outlined in the County Attorney's original opinion when the agreement was first prepared.

If you have any questions in this regard, please do not hesitate to contact our office.

Very truly yours,

Melissa H. Powers  
Assistant County Attorney

:Enclosures as stated

/ajw

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

**THIS AGREEMENT** is made and entered into the 21st day of July, 2015, by and between the **CITY OF COCOA BEACH**, a municipal corporation (hereinafter referred to as "MUNICIPALITY"), and **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY").

**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 local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

**WHEREAS**, this Agreement covers both the Community Block Grant Entitlement and the HOME investment Partnership programs; and

**WHEREAS**, it is the desire of the parties to this Agreement that the COUNTY undertake activities to plan and carry out the Community Development Block Grant and HOME Investment Partnership Programs (hereinafter referred to as "HOME") for the benefit of the residents of Brevard County; and

**WHEREAS**, interlocal agreements of this type are authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable law.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**SECTION 1. RECITALS**

The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. COUNTY ADMINISTRATION**

The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer Community Development Block Grant, (hereinafter referred to as "CDBG"), and HOME Investment Partnership Programs.

**SECTION 3. MUTUAL COOPERATION**

The COUNTY and MUNICIPALITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

#### **SECTION 4. PROJECTS FUNDED**

(a) The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have the full and open opportunity to submit projects for funding consideration.

(b) The MUNICIPALITY understands and agrees that the COUNTY will have final and ultimate responsibility for selecting activities to be funded through the CDBG Program and for annually filing the Consolidated Action Plan with HUD.

#### **SECTION 5. MUNICIPALITY OBLIGATIONS**

(a) The MUNICIPALITY and the COUNTY agree that pursuant to the provisions of Title 24, Code of Federal Regulations, including, but not limited to, Section 570.501(b), the MUNICIPALITY is subject to the same requirements applicable to sub-recipients, including but not limited to, the requirement for a written agreement set forth in Title 24, Code of Federal Regulations, Section 570.503.

(b) The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County Program.

(c) The MUNICIPALITY may not participate in a HOME consortium except through the Urban County Program, regardless of whether the Urban County Program receives a HOME formula allocation. By participating in the Urban County Program, the MUNICIPALITY will also be participating in the COUNTY's HOME program; however, this will not preclude the MUNICIPALITY from applying for funding under the State of Florida's HOME Program.

(d) The MUNICIPALITY and the COUNTY pursuant to the Consolidated and Further Continuing Appropriations Act of 2015, Publication L 113-235, may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of 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, as amended.

#### **SECTION 6. GRANT OF AUTHORITY AND TERM OF AGREEMENT**

(a) This Agreement covers CDBG and HOME appropriations for fiscal years 2016, 2017, and 2018; starting October 1, 2015 through September 30, 2018. This Agreement remains in effect until the CDBG and HOME funds and program income received with respect to funding for fiscal years 2016, 2017, and 2018 and successive three year qualification periods, are expended and the funded activities completed. The COUNTY and the MUNICIPALITY may not terminate or withdraw from the Agreement while the Agreement remains in effect.

(b) This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the MUNICIPALITY provides written notice it elects not to participate in a new qualification period. The COUNTY will notify the MUNICIPALITY in writing of its right to make such election by the date specified in the next urban county qualification notice.

(c) Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

## **SECTION 7. PERFORMANCE OF SERVICES/CONTRACTS**

(a) As to the use of the CDBG and HOME funds received by the COUNTY, the COUNTY may either carry out the CDBG and HOME Programs for the MUNICIPALITY or, in the event that the parties jointly determine that it is feasible for the MUNICIPALITY to perform any services in connection with the CDBG and HOME Programs, the COUNTY may contract with the MUNICIPALITY for the performance of such services.

(b) Any contracts entered in to pursuant to Section 7(a) above shall contain provisions which obligate the MUNICIPALITY to undertake all necessary actions to carry out the CDBG Program, HOME Program, and the Consolidated Plan, where applicable; within a specified time frame and in accordance with the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

(c) The MUNICIPALITY agrees to undertake and accomplish all necessary actions, as determined by the County, in order to carry out the CDBG Program, the HOME Program, and the Consolidated Plan, for the purposes of complying with the law.

## **SECTION 8. APPLICABLE LAWS/COMPLIANCE**

(a) The MUNICIPALITY and the COUNTY agree to take all required actions to comply with the COUNTY'S certification required by Section 104(b) of Title 1 of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of Civil Rights Acts of 1964, The Fair Housing Act, Section 109 of Title 1 of the Housing and Community Development Act of 1974, The Americans with Disabilities Act of 1990 and all other applicable laws, rules and regulations. The MUNICIPALITY agrees to comply with all auditing requirements imposed by law, rule, regulation or the COUNTY.

(b) The MUNICIPALITY acknowledges and understands that noncompliance by the MUNICIPALITY with all applicable provisions of laws, rules or regulations may constitute

noncompliance by the entire Urban County Program and the COUNTY as the grantee and the MUNICIPALITY assumes responsibility therefore.

#### **SECTION 9. FAIR HOUSING**

The MUNICIPALITY acknowledges that the COUNTY will prohibit urban county funding for activities in, or in support of the MUNICIPALITY, if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY'S jurisdiction and/or if the MUNICIPALITY impedes the COUNTY'S actions to comply with its fair housing certification.

#### **SECTION 10. LAW ENFORCEMENT**

The MUNICIPALITY 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. Furthermore, 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 its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by the law.

#### **SECTION 11. STATUS OF MUNICIPALITY**

Pursuant to 24 CFR 570.501(b), as well as all other applicable law, the MUNICIPALITY agrees that it is, at a minimum, subject to the same requirements applicable to grantee sub-recipients.

#### **SECTION 12. REAL PROPERTY**

The MUNICIPALITY and the COUNTY agree with the following standards regarding real property acquired or improved in whole or in part using the CDBG funds:

- (a) The MUNICIPALITY shall notify the COUNTY, in a timely manner, of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.
- (b) The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG funds that is disposed of or transferred for use incongruent with CDBG regulations.
- (c) In the event of the COUNTY'S failure to qualify as an urban county or a change in status of the MUNICIPALITY, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.

**SECTION 13. EFFECTIVE DATE**

This Agreement shall take effect upon execution of the Agreement by the parties.

**SECTION 14. COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the **MUNICIPALITY** and the **COUNTY** do hereby authorize and have executed this Agreement as the date first hereinbefore written.

ATTEST:

BY: *[Signature]*  
CITY CLERK  
*Doreana Kalagheny*

THE CITY OF COCOA BEACH  
COUNTY OF BREVARD  
BY: *[Signature]*  
CITY MAYOR  
*Dave Netherstrom*

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

*[Signature]*  
Scott Ellis, Clerk of Courts

*[Signature]* - Vice Chair  
Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

The terms and provisions of this Agreement are fully authorized under State and local Law. This Agreement provides full legal authority for Brevard County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

*60*  
*[Signature]*  
Scott Knox, County Attorney  
7/23/15  
Date

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing  
is a true and current copy of CDPS  
[Signature] witness my hand  
and official seal this 30 day of  
July 2015  
SCOTT ELLIS, Clerk of Circuit Court  
BY: *[Signature]* D.C.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

**THIS AGREEMENT** is made and entered into the 21st day of July, 2015, by and between the **TOWN OF INDIALANTIC**, a municipal corporation (hereinafter referred to as "**MUNICIPALITY**"), and **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "**COUNTY**").

**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 local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

**WHEREAS**, this Agreement covers both the Community Block Grant Entitlement and the HOME investment Partnership programs; and

**WHEREAS**, it is the desire of the parties to this Agreement that the COUNTY undertake activities to plan and carry out the Community Development Block Grant and HOME Investment Partnership Programs (hereinafter referred to as "HOME") for the benefit of the residents of Brevard County; and

**WHEREAS**, interlocal agreements of this type are authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable law.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**SECTION 1. RECITALS**

The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. COUNTY ADMINISTRATION**

The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer Community Development Block Grant, (hereinafter referred to as "CDBG"), and HOME Investment Partnership Programs.

**SECTION 3. MUTUAL COOPERATION**

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#### **SECTION 4. PROJECTS FUNDED**

(a) The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have the full and open opportunity to submit projects for funding consideration.

(b) The MUNICIPALITY understands and agrees that the COUNTY will have final and ultimate responsibility for selecting activities to be funded through the CDBG Program and for annually filing the Consolidated Action Plan with HUD.

#### **SECTION 5. MUNICIPALITY OBLIGATIONS**

(a) The MUNICIPALITY and the COUNTY agree that pursuant to the provisions of Title 24, Code of Federal Regulations, including, but not limited to, Section 570.501(b), the MUNICIPALITY is subject to the same requirements applicable to sub-recipients, including but not limited to, the requirement for a written agreement set forth in Title 24, Code of Federal Regulations, Section 570.503.

(b) The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County Program.

(c) The MUNICIPALITY may not participate in a HOME consortium except through the Urban County Program, regardless of whether the Urban County Program receives a HOME formula allocation. By participating in the Urban County Program, the MUNICIPALITY will also be participating in the COUNTY's HOME program; however, this will not preclude the MUNICIPALITY from applying for funding under the State of Florida's HOME Program.

(d) The MUNICIPALITY and the COUNTY pursuant to the Consolidated and Further Continuing Appropriations Act of 2015, Publication L 113-235, may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of 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, as amended.

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(b) This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the MUNICIPALITY provides written notice it elects not to participate in a new qualification period. The COUNTY will notify the MUNICIPALITY in writing of its right to make such election by the date specified in the next urban county qualification notice.

(c) Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

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(b) Any contracts entered in to pursuant to Section 7(a) above shall contain provisions which obligate the MUNICIPALITY to undertake all necessary actions to carry out the CDBG Program, HOME Program, and the Consolidated Plan, where applicable; within a specified time frame and in accordance with the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

(c) The MUNICIPALITY agrees to undertake and accomplish all necessary actions, as determined by the County, in order to carry out the CDBG Program, the HOME Program, and the Consolidated Plan, for the purposes of complying with the law.

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(b) The MUNICIPALITY acknowledges and understands that noncompliance by the MUNICIPALITY with all applicable provisions of laws, rules or regulations may constitute

noncompliance by the entire Urban County Program and the COUNTY as the grantee and the MUNICIPALITY assumes responsibility therefore.

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#### **SECTION 10. LAW ENFORCEMENT**

The MUNICIPALITY 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. Furthermore, 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 its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by the law.

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This Agreement shall take effect upon execution of the Agreement by the parties.

**SECTION 14. COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the **MUNICIPALITY** and the **COUNTY** do hereby authorize and have executed this Agreement as the date first hereinbefore written.

ATTEST:

BY: Laura Eaton  
TOWN CLERK

THE TOWN OF INDIAN LANTIC  
COUNTY OF BREVARD  
BY: [Signature]  
MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

[Signature]  
Scott Ellis, Clerk of Courts

Jim Barfield - Vice Chair  
Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

The terms and provisions of this Agreement are fully authorized under State and local Law. This Agreement provides full legal authority for Brevard County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

61 [Signature]  
Scott Knox, County Attorney

7/23/15  
Date

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing  
is a true and current copy of CD 19  
[Signature] witness my hand  
and official seal this 30 day of  
July 2015  
SCOTT ELLIS, Clerk of Circuit Court  
BY [Signature] D.C.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

**THIS AGREEMENT** is made and entered into the 21st day of July, 2015, by and between the **CITY OF INDIAN HARBOUR BEACH**, a municipal corporation (hereinafter referred to as "**MUNICIPALITY**"), and **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "**COUNTY**").

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(b) The MUNICIPALITY understands and agrees that the COUNTY will have final and ultimate responsibility for selecting activities to be funded through the CDBG Program and for annually filing the Consolidated Action Plan with HUD.

#### **SECTION 5. MUNICIPALITY OBLIGATIONS**

(a) The MUNICIPALITY and the COUNTY agree that pursuant to the provisions of Title 24, Code of Federal Regulations, including, but not limited to, Section 570.501(b), the MUNICIPALITY is subject to the same requirements applicable to sub-recipients, including but not limited to, the requirement for a written agreement set forth in Title 24, Code of Federal Regulations, Section 570.503.

(b) The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County Program.

(c) The MUNICIPALITY may not participate in a HOME consortium except through the Urban County Program, regardless of whether the Urban County Program receives a HOME formula allocation. By participating in the Urban County Program, the MUNICIPALITY will also be participating in the COUNTY's HOME program; however, this will not preclude the MUNICIPALITY from applying for funding under the State of Florida's HOME Program.

(d) The MUNICIPALITY and the COUNTY pursuant to the Consolidated and Further Continuing Appropriations Act of 2015, Publication L 113-235, may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of 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, as amended.

#### **SECTION 6. GRANT OF AUTHORITY AND TERM OF AGREEMENT**

(a) This Agreement covers CDBG and HOME appropriations for fiscal years 2016, 2017, and 2018; starting October 1, 2015 through September 30, 2018. This Agreement remains in effect until the CDBG and HOME funds and program income received with respect to funding for fiscal years 2016, 2017, and 2018 and successive three year qualification periods, are expended and the funded activities completed. The COUNTY and the MUNICIPALITY may not terminate or withdraw from the Agreement while the Agreement remains in effect.

(b) This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the MUNICIPALITY provides written notice it elects not to participate in a new qualification period. The COUNTY will notify the MUNICIPALITY in writing of its right to make such election by the date specified in the next urban county qualification notice.

(c) Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

## **SECTION 7. PERFORMANCE OF SERVICES/CONTRACTS**

(a) As to the use of the CDBG and HOME funds received by the COUNTY, the COUNTY may either carry out the CDBG and HOME Programs for the MUNICIPALITY or, in the event that the parties jointly determine that it is feasible for the MUNICIPALITY to perform any services in connection with the CDBG and HOME Programs, the COUNTY may contract with the MUNICIPALITY for the performance of such services.

(b) Any contracts entered in to pursuant to Section 7(a) above shall contain provisions which obligate the MUNICIPALITY to undertake all necessary actions to carry out the CDBG Program, HOME Program, and the Consolidated Plan, where applicable; within a specified time frame and in accordance with the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

(c) The MUNICIPALITY agrees to undertake and accomplish all necessary actions, as determined by the County, in order to carry out the CDBG Program, the HOME Program, and the Consolidated Plan, for the purposes of complying with the law.

## **SECTION 8. APPLICABLE LAWS/COMPLIANCE**

(a) The MUNICIPALITY and the COUNTY agree to take all required actions to comply with the COUNTY'S certification required by Section 104(b) of Title 1 of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of Civil Rights Acts of 1964, The Fair Housing Act, Section 109 of Title 1 of the Housing and Community Development Act of 1974, The Americans with Disabilities Act of 1990 and all other applicable laws, rules and regulations. The MUNICIPALITY agrees to comply with all auditing requirements imposed by law, rule, regulation or the COUNTY.

(b) The MUNICIPALITY acknowledges and understands that noncompliance by the MUNICIPALITY with all applicable provisions of laws, rules or regulations may constitute

noncompliance by the entire Urban County Program and the COUNTY as the grantee and the MUNICIPALITY assumes responsibility therefore.

#### **SECTION 9. FAIR HOUSING**

The MUNICIPALITY acknowledges that the COUNTY will prohibit urban county funding for activities in, or in support of the MUNICIPALITY, if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY'S jurisdiction and/or if the MUNICIPALITY impedes the COUNTY'S actions to comply with its fair housing certification.

#### **SECTION 10. LAW ENFORCEMENT**

The MUNICIPALITY 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. Furthermore, 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 its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by the law.

#### **SECTION 11. STATUS OF MUNICIPALITY**

Pursuant to 24 CFR 570.501(b), as well as all other applicable law, the MUNICIPALITY agrees that it is, at a minimum, subject to the same requirements applicable to grantee sub-recipients.

#### **SECTION 12. REAL PROPERTY**

The MUNICIPALITY and the COUNTY agree with the following standards regarding real property acquired or improved in whole or in part using the CDBG funds:

(a) The MUNICIPALITY shall notify the COUNTY, in a timely manner, of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.

(b) The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG funds that is disposed of or transferred for use incongruent with CDBG regulations.

(c) In the event of the COUNTY'S failure to qualify as an urban county or a change in status of the MUNICIPALITY, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.

**SECTION 13. EFFECTIVE DATE**

This Agreement shall take effect upon execution of the Agreement by the parties.

**SECTION 14. COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the **MUNICIPALITY** and the **COUNTY** do hereby authorize and have executed this Agreement as the date first hereinbefore written.

ATTEST:  
COUNTY OF BREVARD

THE CITY OF INDIAN HARBOUR  
BEACH

BY: Deborah Males  
CITY CLERK

BY: [Signature]  
CITY MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

[Signature]  
Scott Ellis, Clerk of Courts

Jim Barfield - Vice Chair  
Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

The terms and provisions of this Agreement are fully authorized under State and local Law. This Agreement provides full legal authority for Brevard County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

[Signature]  
for Scott Knox, County Attorney  
7/29/15  
Date

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing  
is a true and current copy of Cable  
[Signature] witness my hand  
and official seal this 30 day of  
July 2015  
SCOTT ELLIS, Clerk of Circuit Court  
BY: [Signature] D.C.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

**THIS AGREEMENT** is made and entered into the 21st day of July, 2015, by and between the **TOWN OF MELBOURNE VILLAGE**, a municipal corporation (hereinafter referred to as "**MUNICIPALITY**"), and **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "**COUNTY**").

**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 local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

**WHEREAS**, this Agreement covers both the Community Block Grant Entitlement and the HOME investment Partnership programs; and

**WHEREAS**, it is the desire of the parties to this Agreement that the COUNTY undertake activities to plan and carry out the Community Development Block Grant and HOME Investment Partnership Programs (hereinafter referred to as "HOME") for the benefit of the residents of Brevard County; and

**WHEREAS**, interlocal agreements of this type are authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable law.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**SECTION 1. RECITALS**

The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. COUNTY ADMINISTRATION**

The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer Community Development Block Grant, (hereinafter referred to as "CDBG"), and HOME Investment Partnership Programs.

**SECTION 3. MUTUAL COOPERATION**

The COUNTY and MUNICIPALITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

#### **SECTION 4. PROJECTS FUNDED**

(a) The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have the full and open opportunity to submit projects for funding consideration.

(b) The MUNICIPALITY understands and agrees that the COUNTY will have final and ultimate responsibility for selecting activities to be funded through the CDBG Program and for annually filing the Consolidated Action Plan with HUD.

#### **SECTION 5. MUNICIPALITY OBLIGATIONS**

(a) The MUNICIPALITY and the COUNTY agree that pursuant to the provisions of Title 24, Code of Federal Regulations, including, but not limited to, Section 570.501(b), the MUNICIPALITY is subject to the same requirements applicable to sub-recipients, including but not limited to, the requirement for a written agreement set forth in Title 24, Code of Federal Regulations, Section 570.503.

(b) The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County Program.

(c) The MUNICIPALITY may not participate in a HOME consortium except through the Urban County Program, regardless of whether the Urban County Program receives a HOME formula allocation. By participating in the Urban County Program, the MUNICIPALITY will also be participating in the COUNTY's HOME program; however, this will not preclude the MUNICIPALITY from applying for funding under the State of Florida's HOME Program.

(d) The MUNICIPALITY and the COUNTY pursuant to the Consolidated and Further Continuing Appropriations Act of 2015, Publication L 113-235, may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of 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, as amended.

#### **SECTION 6. GRANT OF AUTHORITY AND TERM OF AGREEMENT**

(a) This Agreement covers CDBG and HOME appropriations for fiscal years 2016, 2017, and 2018; starting October 1, 2015 through September 30, 2018. This Agreement remains in effect until the CDBG and HOME funds and program income received with respect to funding for fiscal years 2016, 2017, and 2018 and successive three year qualification periods, are expended and the funded activities completed. The COUNTY and the MUNICIPALITY may not terminate or withdraw from the Agreement while the Agreement remains in effect.

(b) This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the MUNICIPALITY provides written notice it elects not to participate in a new qualification period. The COUNTY will notify the MUNICIPALITY in writing of its right to make such election by the date specified in the next urban county qualification notice.

(c) Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

#### **SECTION 7. PERFORMANCE OF SERVICES/CONTRACTS**

(a) As to the use of the CDBG and HOME funds received by the COUNTY, the COUNTY may either carry out the CDBG and HOME Programs for the MUNICIPALITY or, in the event that the parties jointly determine that it is feasible for the MUNICIPALITY to perform any services in connection with the CDBG and HOME Programs, the COUNTY may contract with the MUNICIPALITY for the performance of such services.

(b) Any contracts entered in to pursuant to Section 7(a) above shall contain provisions which obligate the MUNICIPALITY to undertake all necessary actions to carry out the CDBG Program, HOME Program, and the Consolidated Plan, where applicable; within a specified time frame and in accordance with the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

(c) The MUNICIPALITY agrees to undertake and accomplish all necessary actions, as determined by the County, in order to carry out the CDBG Program, the HOME Program, and the Consolidated Plan, for the purposes of complying with the law.

#### **SECTION 8. APPLICABLE LAWS/COMPLIANCE**

(a) The MUNICIPALITY and the COUNTY agree to take all required actions to comply with the COUNTY'S certification required by Section 104(b) of Title 1 of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of Civil Rights Acts of 1964, The Fair Housing Act, Section 109 of Title 1 of the Housing and Community Development Act of 1974, The Americans with Disabilities Act of 1990 and all other applicable laws, rules and regulations. The MUNICIPALITY agrees to comply with all auditing requirements imposed by law, rule, regulation or the COUNTY.

(b) The MUNICIPALITY acknowledges and understands that noncompliance by the MUNICIPALITY with all applicable provisions of laws, rules or regulations may constitute

noncompliance by the entire Urban County Program and the COUNTY as the grantee and the MUNICIPALITY assumes responsibility therefore.

#### **SECTION 9. FAIR HOUSING**

The MUNICIPALITY acknowledges that the COUNTY will prohibit urban county funding for activities in, or in support of the MUNICIPALITY, if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY'S jurisdiction and/or if the MUNICIPALITY impedes the COUNTY'S actions to comply with its fair housing certification.

#### **SECTION 10. LAW ENFORCEMENT**

The MUNICIPALITY 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. Furthermore, 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 its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by the law.

#### **SECTION 11. STATUS OF MUNICIPALITY**

Pursuant to 24 CFR 570.501(b), as well as all other applicable law, the MUNICIPALITY agrees that it is, at a minimum, subject to the same requirements applicable to grantee sub-recipients.

#### **SECTION 12. REAL PROPERTY**

The MUNICIPALITY and the COUNTY agree with the following standards regarding real property acquired or improved in whole or in part using the CDBG funds:

(a) The MUNICIPALITY shall notify the COUNTY, in a timely manner, of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.

(b) The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG funds that is disposed of or transferred for use incongruent with CDBG regulations.

(c) In the event of the COUNTY'S failure to qualify as an urban county or a change in status of the MUNICIPALITY, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.

**SECTION 13. EFFECTIVE DATE**

This Agreement shall take effect upon execution of the Agreement by the parties.

**SECTION 14. COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the **MUNICIPALITY** and the **COUNTY** do hereby authorize and have executed this Agreement as the date first hereinbefore written.

ATTEST:  
COUNTY OF BREVARD

TOWN OF MELBOURNE VILLAGE

BY: [Signature]  
CITY CLERK

BY: [Signature]  
CITY MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

[Signature]  
Scott Ellis, Clerk of Courts

[Signature] - Vice Chair  
Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

The terms and provisions of this Agreement are fully authorized under State and local Law. This Agreement provides full legal authority for Brevard County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

[Signature]  
Scott Knox, County Attorney

7/21/15  
Date

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing  
is a true and current copy of copy  
State Seal witness my hand  
and official seal this 20 day of  
July 2015  
SCOTT ELLIS, Clerk of Circuit Court  
BY: [Signature] D.C.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

**THIS AGREEMENT** is made and entered into the 21st day of July, 2015, by and between the **TOWN OF PALM SHORES**, a municipal corporation (hereinafter referred to as "MUNICIPALITY"), and **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY").

**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 local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

**WHEREAS**, this Agreement covers both the Community Block Grant Entitlement and the HOME investment Partnership programs; and

**WHEREAS**, it is the desire of the parties to this Agreement that the COUNTY undertake activities to plan and carry out the Community Development Block Grant and HOME Investment Partnership Programs (hereinafter referred to as "HOME") for the benefit of the residents of Brevard County; and

**WHEREAS**, interlocal agreements of this type are authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable law.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**SECTION 1. RECITALS**

The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. COUNTY ADMINISTRATION**

The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer Community Development Block Grant, (hereinafter referred to as "CDBG"), and HOME Investment Partnership Programs.

**SECTION 3. MUTUAL COOPERATION**

The COUNTY and MUNICIPALITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

#### **SECTION 4. PROJECTS FUNDED**

(a) The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have the full and open opportunity to submit projects for funding consideration.

(b) The MUNICIPALITY understands and agrees that the COUNTY will have final and ultimate responsibility for selecting activities to be funded through the CDBG Program and for annually filing the Consolidated Action Plan with HUD.

#### **SECTION 5. MUNICIPALITY OBLIGATIONS**

(a) The MUNICIPALITY and the COUNTY agree that pursuant to the provisions of Title 24, Code of Federal Regulations, including, but not limited to, Section 570.501(b), the MUNICIPALITY is subject to the same requirements applicable to sub-recipients, including but not limited to, the requirement for a written agreement set forth in Title 24, Code of Federal Regulations, Section 570.503.

(b) The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County Program.

(c) The MUNICIPALITY may not participate in a HOME consortium except through the Urban County Program, regardless of whether the Urban County Program receives a HOME formula allocation. By participating in the Urban County Program, the MUNICIPALITY will also be participating in the COUNTY's HOME program; however, this will not preclude the MUNICIPALITY from applying for funding under the State of Florida's HOME Program.

(d) The MUNICIPALITY and the COUNTY pursuant to the Consolidated and Further Continuing Appropriations Act of 2015, Publication L 113-235, may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of 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, as amended.

#### **SECTION 6. GRANT OF AUTHORITY AND TERM OF AGREEMENT**

(a) This Agreement covers CDBG and HOME appropriations for fiscal years 2016, 2017, and 2018; starting October 1, 2015 through September 30, 2018. This Agreement remains in effect until the CDBG and HOME funds and program income received with respect to funding for fiscal years 2016, 2017, and 2018 and successive three year qualification periods, are expended and the funded activities completed. The COUNTY and the MUNICIPALITY may not terminate or withdraw from the Agreement while the Agreement remains in effect.

(b) This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the MUNICIPALITY provides written notice it elects not to participate in a new qualification period. The COUNTY will notify the MUNICIPALITY in writing of its right to make such election by the date specified in the next urban county qualification notice.

(c) Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

## **SECTION 7. PERFORMANCE OF SERVICES/CONTRACTS**

(a) As to the use of the CDBG and HOME funds received by the COUNTY, the COUNTY may either carry out the CDBG and HOME Programs for the MUNICIPALITY or, in the event that the parties jointly determine that it is feasible for the MUNICIPALITY to perform any services in connection with the CDBG and HOME Programs, the COUNTY may contract with the MUNICIPALITY for the performance of such services.

(b) Any contracts entered in to pursuant to Section 7(a) above shall contain provisions which obligate the MUNICIPALITY to undertake all necessary actions to carry out the CDBG Program, HOME Program, and the Consolidated Plan, where applicable; within a specified time frame and in accordance with the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

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(a) The MUNICIPALITY and the COUNTY agree to take all required actions to comply with the COUNTY'S certification required by Section 104(b) of Title 1 of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of Civil Rights Acts of 1964, The Fair Housing Act, Section 109 of Title 1 of the Housing and Community Development Act of 1974, The Americans with Disabilities Act of 1990 and all other applicable laws, rules and regulations. The MUNICIPALITY agrees to comply with all auditing requirements imposed by law, rule, regulation or the COUNTY.

(b) The MUNICIPALITY acknowledges and understands that noncompliance by the MUNICIPALITY with all applicable provisions of laws, rules or regulations may constitute

noncompliance by the entire Urban County Program and the COUNTY as the grantee and the MUNICIPALITY assumes responsibility therefore.

#### **SECTION 9. FAIR HOUSING**

The MUNICIPALITY acknowledges that the COUNTY will prohibit urban county funding for activities in, or in support of the MUNICIPALITY, if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY'S jurisdiction and/or if the MUNICIPALITY impedes the COUNTY'S actions to comply with its fair housing certification.

#### **SECTION 10. LAW ENFORCEMENT**

The MUNICIPALITY 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. Furthermore, 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 its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by the law.

#### **SECTION 11. STATUS OF MUNICIPALITY**

Pursuant to 24 CFR 570.501(b), as well as all other applicable law, the MUNICIPALITY agrees that it is, at a minimum, subject to the same requirements applicable to grantee sub-recipients.

#### **SECTION 12. REAL PROPERTY**

The MUNICIPALITY and the COUNTY agree with the following standards regarding real property acquired or improved in whole or in part using the CDBG funds:

(a) The MUNICIPALITY shall notify the COUNTY, in a timely manner, of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.

(b) The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG funds that is disposed of or transferred for use incongruent with CDBG regulations.

(c) In the event of the COUNTY'S failure to qualify as an urban county or a change in status of the MUNICIPALITY, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.

**SECTION 13. EFFECTIVE DATE**

This Agreement shall take effect upon execution of the Agreement by the parties.

**SECTION 14. COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the **MUNICIPALITY** and the **COUNTY** do hereby authorize and have executed this Agreement as the date first hereinbefore written.

ATTEST:  
COUNTY OF BREVARD

TOWN OF PALM SHORES

BY: *Patricia Burke*  
CITY CLERK

BY: *Carol M. McInerck*  
CITY MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

*Scott Ellis*  
Scott Ellis, Clerk of Courts

*Jim Barfield - Vice Chair*  
Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

The terms and provisions of this Agreement are fully authorized under State and local Law. This Agreement provides full legal authority for Brevard County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

*701* *Scott Knox*  
Scott Knox, County Attorney  
7/23/15  
Date

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing  
is a true and current copy of CD 17  
Final witness my hand  
and official seal this 30 day of  
July 2015  
SCOTT ELLIS, Clerk of Circuit Court  
BY: *D. Thomas* D.C.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

**THIS AGREEMENT** is made and entered into the 21st day of July, 2015, by and between the **CITY OF ROCKLEDGE**, a municipal corporation (hereinafter referred to as "**MUNICIPALITY**"), and **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "**COUNTY**").

**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 local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

**WHEREAS**, this Agreement covers both the Community Block Grant Entitlement and the HOME investment Partnership programs; and

**WHEREAS**, it is the desire of the parties to this Agreement that the COUNTY undertake activities to plan and carry out the Community Development Block Grant and HOME Investment Partnership Programs (hereinafter referred to as "HOME") for the benefit of the residents of Brevard County; and

**WHEREAS**, interlocal agreements of this type are authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable law.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**SECTION 1. RECITALS**

The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. COUNTY ADMINISTRATION**

The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer Community Development Block Grant, (hereinafter referred to as "CDBG"), and HOME Investment Partnership Programs.

**SECTION 3. MUTUAL COOPERATION**

The COUNTY and MUNICIPALITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

#### **SECTION 4. PROJECTS FUNDED**

(a) The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have the full and open opportunity to submit projects for funding consideration.

(b) The MUNICIPALITY understands and agrees that the COUNTY will have final and ultimate responsibility for selecting activities to be funded through the CDBG Program and for annually filing the Consolidated Action Plan with HUD.

#### **SECTION 5. MUNICIPALITY OBLIGATIONS**

(a) The MUNICIPALITY and the COUNTY agree that pursuant to the provisions of Title 24, Code of Federal Regulations, including, but not limited to, Section 570.501(b), the MUNICIPALITY is subject to the same requirements applicable to sub-recipients, including but not limited to, the requirement for a written agreement set forth in Title 24, Code of Federal Regulations, Section 570.503.

(b) The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County Program.

(c) The MUNICIPALITY may not participate in a HOME consortium except through the Urban County Program, regardless of whether the Urban County Program receives a HOME formula allocation. By participating in the Urban County Program, the MUNICIPALITY will also be participating in the COUNTY's HOME program; however, this will not preclude the MUNICIPALITY from applying for funding under the State of Florida's HOME Program.

(d) The MUNICIPALITY and the COUNTY pursuant to the Consolidated and Further Continuing Appropriations Act of 2015, Publication L 113-235, may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of 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, as amended.

#### **SECTION 6. GRANT OF AUTHORITY AND TERM OF AGREEMENT**

(a) This Agreement covers CDBG and HOME appropriations for fiscal years 2016, 2017, and 2018; starting October 1, 2015 through September 30, 2018. This Agreement remains in effect until the CDBG and HOME funds and program income received with respect to funding for fiscal years 2016, 2017, and 2018 and successive three year qualification periods, are expended and the funded activities completed. The COUNTY and the MUNICIPALITY may not terminate or withdraw from the Agreement while the Agreement remains in effect.

(b) This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the MUNICIPALITY provides written notice it elects not to participate in a new qualification period. The COUNTY will notify the MUNICIPALITY in writing of its right to make such election by the date specified in the next urban county qualification notice.

(c) Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

## **SECTION 7. PERFORMANCE OF SERVICES/CONTRACTS**

(a) As to the use of the CDBG and HOME funds received by the COUNTY, the COUNTY may either carry out the CDBG and HOME Programs for the MUNICIPALITY or, in the event that the parties jointly determine that it is feasible for the MUNICIPALITY to perform any services in connection with the CDBG and HOME Programs, the COUNTY may contract with the MUNICIPALITY for the performance of such services.

(b) Any contracts entered in to pursuant to Section 7(a) above shall contain provisions which obligate the MUNICIPALITY to undertake all necessary actions to carry out the CDBG Program, HOME Program, and the Consolidated Plan, where applicable; within a specified time frame and in accordance with the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

(c) The MUNICIPALITY agrees to undertake and accomplish all necessary actions, as determined by the County, in order to carry out the CDBG Program, the HOME Program, and the Consolidated Plan, for the purposes of complying with the law.

## **SECTION 8. APPLICABLE LAWS/COMPLIANCE**

(a) The MUNICIPALITY and the COUNTY agree to take all required actions to comply with the COUNTY'S certification required by Section 104(b) of Title 1 of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of Civil Rights Acts of 1964, The Fair Housing Act, Section 109 of Title 1 of the Housing and Community Development Act of 1974, The Americans with Disabilities Act of 1990 and all other applicable laws, rules and regulations. The MUNICIPALITY agrees to comply with all auditing requirements imposed by law, rule, regulation or the COUNTY.

(b) The MUNICIPALITY acknowledges and understands that noncompliance by the MUNICIPALITY with all applicable provisions of laws, rules or regulations may constitute

noncompliance by the entire Urban County Program and the COUNTY as the grantee and the MUNICIPALITY assumes responsibility therefore.

#### **SECTION 9. FAIR HOUSING**

The MUNICIPALITY acknowledges that the COUNTY will prohibit urban county funding for activities in, or in support of the MUNICIPALITY, if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY'S jurisdiction and/or if the MUNICIPALITY impedes the COUNTY'S actions to comply with its fair housing certification.

#### **SECTION 10. LAW ENFORCEMENT**

The MUNICIPALITY 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. Furthermore, 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 its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by the law.

#### **SECTION 11. STATUS OF MUNICIPALITY**

Pursuant to 24 CFR 570.501(b), as well as all other applicable law, the MUNICIPALITY agrees that it is, at a minimum, subject to the same requirements applicable to grantee sub-recipients.

#### **SECTION 12. REAL PROPERTY**

The MUNICIPALITY and the COUNTY agree with the following standards regarding real property acquired or improved in whole or in part using the CDBG funds:

(a) The MUNICIPALITY shall notify the COUNTY, in a timely manner, of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.

(b) The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG funds that is disposed of or transferred for use incongruent with CDBG regulations.

(c) In the event of the COUNTY'S failure to qualify as an urban county or a change in status of the MUNICIPALITY, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.

**SECTION 13. EFFECTIVE DATE**

This Agreement shall take effect upon execution of the Agreement by the parties.

**SECTION 14. COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the **MUNICIPALITY** and the **COUNTY** do hereby authorize and have executed this Agreement as the date first hereinbefore written.

ATTEST: City of Rockledge  
~~COUNTY OF BREVARD~~

CITY OF ROCKLEDGE

BY: Betty Moist  
CITY CLERK

BY: [Signature]  
CITY MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

[Signature]  
Scott Ellis, Clerk of Courts

[Signature] - Vice Chair  
Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

The terms and provisions of this Agreement are fully authorized under State and local Law. This Agreement provides full legal authority for Brevard County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

[Signature]  
Scott Knox, County Attorney  
7/20/15

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing  
is a true and current copy of [Signature]  
witness my hand  
and official seal this 20 day of  
July 2015  
SCOTT ELLIS, Clerk of Circuit Court  
BY: [Signature] D.C.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

**THIS AGREEMENT** is made and entered into the 21<sup>st</sup> day of July, 2015, by and between the **CITY OF SATELLITE BEACH**, a municipal corporation (hereinafter referred to as "**MUNICIPALITY**"), and **BREVARD COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "**COUNTY**").

**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 local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

**WHEREAS**, this Agreement covers both the Community Block Grant Entitlement and the HOME investment Partnership programs; and

**WHEREAS**, it is the desire of the parties to this Agreement that the COUNTY undertake activities to plan and carry out the Community Development Block Grant and HOME Investment Partnership Programs (hereinafter referred to as "HOME") for the benefit of the residents of Brevard County; and

**WHEREAS**, interlocal agreements of this type are authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable law.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**SECTION 1. RECITALS**

The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. COUNTY ADMINISTRATION**

The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer Community Development Block Grant, (hereinafter referred to as "CDBG"), and HOME Investment Partnership Programs.

**SECTION 3. MUTUAL COOPERATION**

The COUNTY and MUNICIPALITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

#### **SECTION 4. PROJECTS FUNDED**

(a) The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have the full and open opportunity to submit projects for funding consideration.

(b) The MUNICIPALITY understands and agrees that the COUNTY will have final and ultimate responsibility for selecting activities to be funded through the CDBG Program and for annually filing the Consolidated Action Plan with HUD.

#### **SECTION 5. MUNICIPALITY OBLIGATIONS**

(a) The MUNICIPALITY and the COUNTY agree that pursuant to the provisions of Title 24, Code of Federal Regulations, including, but not limited to, Section 570.501(b), the MUNICIPALITY is subject to the same requirements applicable to sub-recipients, including but not limited to, the requirement for a written agreement set forth in Title 24, Code of Federal Regulations, Section 570.503.

(b) The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County Program.

(c) The MUNICIPALITY may not participate in a HOME consortium except through the Urban County Program, regardless of whether the Urban County Program receives a HOME formula allocation. By participating in the Urban County Program, the MUNICIPALITY will also be participating in the COUNTY's HOME program; however, this will not preclude the MUNICIPALITY from applying for funding under the State of Florida's HOME Program.

(d) The MUNICIPALITY and the COUNTY pursuant to the Consolidated and Further Continuing Appropriations Act of 2015, Publication L 113-235, may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of 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, as amended.

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(a) This Agreement covers CDBG and HOME appropriations for fiscal years 2016, 2017, and 2018; starting October 1, 2015 through September 30, 2018. This Agreement remains in effect until the CDBG and HOME funds and program income received with respect to funding for fiscal years 2016, 2017, and 2018 and successive three year qualification periods, are expended and the funded activities completed. The COUNTY and the MUNICIPALITY may not terminate or withdraw from the Agreement while the Agreement remains in effect.

(b) This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the MUNICIPALITY provides written notice it elects not to participate in a new qualification period. The COUNTY will notify the MUNICIPALITY in writing of its right to make such election by the date specified in the next urban county qualification notice.

(c) Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

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(b) Any contracts entered in to pursuant to Section 7(a) above shall contain provisions which obligate the MUNICIPALITY to undertake all necessary actions to carry out the CDBG Program, HOME Program, and the Consolidated Plan, where applicable; within a specified time frame and in accordance with the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

(c) The MUNICIPALITY agrees to undertake and accomplish all necessary actions, as determined by the County, in order to carry out the CDBG Program, the HOME Program, and the Consolidated Plan, for the purposes of complying with the law.

## **SECTION 8. APPLICABLE LAWS/COMPLIANCE**

(a) The MUNICIPALITY and the COUNTY agree to take all required actions to comply with the COUNTY'S certification required by Section 104(b) of Title 1 of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of Civil Rights Acts of 1964, The Fair Housing Act, Section 109 of Title 1 of the Housing and Community Development Act of 1974, The Americans with Disabilities Act of 1990 and all other applicable laws, rules and regulations. The MUNICIPALITY agrees to comply with all auditing requirements imposed by law, rule, regulation or the COUNTY.

(b) The MUNICIPALITY acknowledges and understands that noncompliance by the MUNICIPALITY with all applicable provisions of laws, rules or regulations may constitute

noncompliance by the entire Urban County Program and the COUNTY as the grantee and the MUNICIPALITY assumes responsibility therefore.

#### **SECTION 9. FAIR HOUSING**

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#### **SECTION 10. LAW ENFORCEMENT**

The MUNICIPALITY 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. Furthermore, 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 its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by the law.

#### **SECTION 11. STATUS OF MUNICIPALITY**

Pursuant to 24 CFR 570.501(b), as well as all other applicable law, the MUNICIPALITY agrees that it is, at a minimum, subject to the same requirements applicable to grantee sub-recipients.

#### **SECTION 12. REAL PROPERTY**

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(a) The MUNICIPALITY shall notify the COUNTY, in a timely manner, of any modification or change in the use of real property from that intended at the time of the acquisition or improvement including disposition thereof.

(b) The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG funds) of property acquired or improved with CDBG funds that is disposed of or transferred for use incongruent with CDBG regulations.

(c) In the event of the COUNTY'S failure to qualify as an urban county or a change in status of the MUNICIPALITY, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.

**SECTION 13. EFFECTIVE DATE**

This Agreement shall take effect upon execution of the Agreement by the parties.

**SECTION 14. COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the **MUNICIPALITY** and the **COUNTY** do hereby authorize and have executed this Agreement as the date first hereinbefore written.

ATTEST:  
COUNTY OF BREVARD

CITY OF SATELLITE BEACH

BY: [Signature]  
CITY CLERK

BY: [Signature]  
CITY MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

[Signature]  
Scott Ellis, Clerk of Courts

[Signature] - Vice Chair  
Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

The terms and provisions of this Agreement are fully authorized under State and local Law. This Agreement provides full legal authority for Brevard County to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

[Signature]  
Scott Knox, County Attorney  
7/21/15

STATE OF FLORIDA  
COUNTY OF BREVARD  
This is to certify that the foregoing  
is a true and current copy of CD 13  
[Signature] witness my hand  
and official seal this 30 day of  
July 2015  
SCOTT ELLIS, Clerk of Circuit Court  
BY: [Signature] D.C.



## City of Cocoa Beach

P.O. Box 322430,  
2 South Orlando Avenue Cocoa  
Beach, Florida 32932-2430  
[www.cityofcocoa-beach.com](http://www.cityofcocoa-beach.com)

Alan Woolwich, Community Planner  
Brevard County Housing and Human Services  
2725 Judge Fran Jamieson Way, Suite B103  
Viera, Florida 32940

Re: Community Development Block Grant (CDBG) Program Urban County Qualification Period FY2019, 2020, and 2021

Dear Mr. Woolwich,

Brevard County has been instrumental in obtaining and maintaining an "Urban County" designation from the U.S. Department of Housing & Urban Development (HUD). Brevard County has been successful in obtaining CDBG Grant Funding for low and moderate-income people within Brevard County. The City of Cocoa Beach wishes to continue to participate in the existing County CDBG and HOME Program Urban County Agreement for an additional 3 years for years 2019, 2020, 2021, per Sections 6.a and 6.b of the agreement.

Sincerely,

Ben Malik, Mayor



## TOWN OF INDIALANTIC

216 Fifth Avenue, Indialantic, Florida 32903  
321-723-2242 Fax 321-984-3867

### MAYOR

David Berkman  
DEPUTY MAYOR

Stuart Glass  
COUNCIL MEMBERS

Dick Dunn

Randall Greer

Mary Jo Kilcullen

Christopher W. Chinault, Town Manager

Joan Clark, MMC, Town Clerk

July 12, 2018

Mr. Alan Woolwich  
Housing & Human Services Division  
2425 Judge Fran Jamieson Way  
Building B, Suite 103  
Viera FL 32940

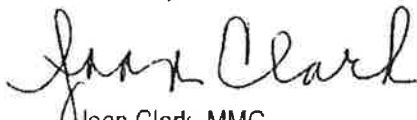
Re: Community Development Block Grant (CDBG) Program Urban County  
Qualification Period FY 2019, 2020, 2021

Dear Mr. Woolwich:

Please be advised that the Indialantic Town Council approved the renewal of the Community Development Block Grant Interlocal Agreement with Brevard County at its meeting held on July 11, 2018.

If you have any questions or require additional information, please feel free to call.

Sincerely,

  
Joan Clark, MMC  
Town Clerk



City of  
**INDIAN HARBOUR BEACH**  
Florida

2055 South Patrick Drive  
Indian Harbour Beach, FL 32937  
Phone 321-773-3181  
Fax 321-773-5080  
[www.indianharbourbeach.org](http://www.indianharbourbeach.org)

July 10, 2018

Alan Woolwich, Community Planner  
Brevard County Housing and Human Services  
2725 Judge Fran Jamieson Way, Suite B103  
Viera, Florida 32940

Re: Community Development Block Grant (CDBG) Urban County Agreement  
Qualification Period FY2019, 2020, and 2021

Dear Mr. Woolwich,

In 2015 the City of Indian Harbour Beach entered into an Interlocal Agreement with Brevard County for obtaining Community Development Block Grant (CDBG) funding. Brevard County has been instrumental in obtaining and maintaining an "Urban County" designation from the U.S. Department of Housing & Urban Development (HUD). Brevard County has been successful in obtaining CDBG Grant Funding for low and moderate income citizens within Brevard County. The City of Indian Harbour Beach desires to continue to participate in the existing County CDBG and HOME Program Urban County Agreement for an additional 3 years for years 2019, 2020, 2021, per Sections 6.a and 6.b of the 2015 agreement.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Panicola".

David A. Panicola  
Mayor

# **TOWN OF MELBOURNE VILLAGE**

555 Hammock Road • Melbourne Village • Brevard County, Florida 32904-2513

Telephone: (321) 723-8300 • Fax: (321) 984-7219

28 June 2018

Alan Woolwich, Community Planner  
Brevard County Housing and Human Services  
2725 Judge Fran Jamieson Way, Suite B103  
Viera, Florida 32940

Re: Community Development Block Grant (CDBG) Urban County Agreement  
Qualification Period FY2019, 2020, and 2021

Dear Mr. Woolwich,

Brevard County has been instrumental in obtaining and maintaining an "Urban County" designation from the U.S. Department of Housing & Urban Development (HUD). Brevard County has been successful in obtaining CDBG Grant Funding for low and moderate income citizens within Brevard County. The Town of Melbourne Village wishes to continue to participate in the existing County CDBG and HOME Program Urban County Agreement for an additional 3 years for years 2019, 2020, 2021, per Sections 6.a and 6.b of the agreement.

This action was affirmed by a vote of the Town Commission at the Regular Commission Meeting on June 26, 2018.

Sincerely,



Gail E. Griswold  
Town Clerk/Treasurer  
[Town@melbournevillage.org](mailto:Town@melbournevillage.org)

## Woolwich, Alan

---

**From:** Carol McCormack <mayor@townofpalmshores.org>  
**Sent:** Monday, June 25, 2018 11:08 AM  
**To:** Woolwich, Alan  
**Subject:** CDBG Interlocal Agreement Recertification

**Importance:** High

Dear Mr. Woolwich:

Brevard County has been instrumental in obtaining and maintaining an "Urban County" designation from the U. S. Department of Housing & Urban Development (HUD). Brevard County has been successful in obtaining CDBG Grant Funding for low and moderate income citizens within Brevard County. The Town of Palm Shores wishes to continue to participate in the existing County CDBG and Home Program Urban County Agreement for an additional 3 years for years 2019, 2020, 2021, per Sections 6.a and 6.b of the agreement.

All contact regarding this issue should be directed to me. If you require any additional information, please do not hesitate to contact me.

Kindest regards,

*Mayor Carol M. McCormack*

Town of Palm Shores  
Immediate Past President Florida League of Mayors  
Director - Florida League of Cities  
Vice Chair - Brevard County Sheriff's Charity Board

5030 Paul Hurtt Lane  
Palm Shores, Florida 32940  
321-242-4555  
321-254-7883 fax.

PUBLIC RECORDS NOTICE: All e-mail sent to and received from the Town of Palm Shores, Florida, including e-mail addresses and content, are subject to the provisions of the Florida Public Records Law, Florida Statute Chapter 119, and may be subject to disclosure.

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# CITY OF ROCKLEDGE

## CITY HALL

1600 HUNTINGTON LANE  
ROCKLEDGE, FL 32955  
TELEPHONE: 321-221-7540  
FAX: 321-204-6356

## BUILDING DIVISION

1600 HUNTINGTON LANE  
ROCKLEDGE, FL 32955  
TELEPHONE: 321-221-7540  
FAX: 321-204-6356

## DEPARTMENT OF PUBLIC SAFETY

### FIRE DIVISION

1800 ROCKLEDGE BLVD.  
ROCKLEDGE, FL 32955  
TELEPHONE: 321-221-7540  
FAX: 321-204-6386

### POLICE DIVISION

1776 JACK OATES BLVD.  
ROCKLEDGE, FL 32955  
TELEPHONE: 321-690-3988  
FAX: 321-690-3996

## PUBLIC WORKS DEPT.

1400 N. GARDEN ROAD  
ROCKLEDGE, FL 32955  
TELEPHONE: 321-221-7540  
FAX: 321-204-6353

## WASTEWATER TREATMENT & WATER RECLAMATION DEPT.

1700 JACK OATES BLVD.  
ROCKLEDGE, FL 32955  
TELEPHONE: 321-221-7540  
FAX: 321-204-6377

## REDEVELOPMENT & RENTAL FACILITIES

123 BARTON BLVD. - #103  
ROCKLEDGE, FL 32955  
TELEPHONE: 321-221-7540  
FAX: 321-204-6385

[www.cityofrockledge.org](http://www.cityofrockledge.org)

June 22, 2018

Mr. Alan Woolwich, Community Planner  
Brevard County Housing and Human Services  
2725 Judge Fran Jamieson Way – Suite B-103  
Viera, FL 32940

RE: Community Development Block Grant (CDBG) Urban  
County Agreement Qualification Period – FYs 2019, 2020,  
and 2021

Dear Mr. Woolwich,

As you know, Brevard County has been instrumental in obtaining and maintaining an "Urban County" designation from the U.S. Department of Housing & Urban Development (HUD).

Brevard County has been successful in obtaining Community Development Block Grant (CDBG) Funding for low- and moderate-income citizens within Brevard County.

The City of Rockledge wishes to continue to participate in the existing County CDBG and HOME Program Urban County Agreement for an additional three years for years 2019, 2020 and 2021, pursuant to Sections 6.a and 6.b of the Agreement.

Thank you so much for your time and for your attention to this matter. If anything additional is required with regard to this matter, please do not hesitate to contact me at 321.221.7540, Opt. 1.

Sincerely,

*Brenda Fettrow*

Dr. Brenda Fettrow  
City Manager

CITY OF SATELLITE BEACH, FLORIDA

565 CASSIA BOULEVARD 32937-3116  
(321) 773-4407  
(321) 779-1388 FAX



INCORPORATED 1957

July 13, 2018

Alan Woolwich, Community Planner  
Brevard County Housing and Human Services  
2725 Judge Fran Jamieson Way, Suite B103  
Viera, Florida 32940

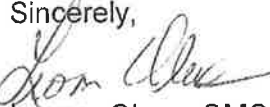
**RE:** Community Development Block Grant (CDBG) Program  
Urban County Qualification Period FY 2019, 2020, 2021

Dear Mr. Woolwich:

At the July 3, 2018 City Council meeting, Council approved continued participation of the Community Development Block Grant Interlocal Agreement between the City of Satellite Beach and Brevard County.

Brevard County has been instrumental in obtaining and maintaining an "Urban County" designation from the U.S. Department of Housing & Urban Development (HUD). Brevard County has been successful in obtaining CDBG Grant Funding for low and moderate-income citizens within Brevard County. The City of Satellite Beach wishes to continue to participate in the existing County CDBG and HOME Program Urban County Agreement for an additional 3 years for years 2019, 2020, 2021, per Sections 6.a and 6.b of the agreement.

Thank you for your continued cooperation in this partnership.

Sincerely,  
  
Leonor Olexa, CMC  
City Clerk

Enclosure