



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.7.

8/6/2024

Subject:

Approval, HUD Urban County Agreements and Requalification for FY 2025, 2026, and 2027

Fiscal Impact:

Fiscal Years 2025-2027: There will be no impact to the General Fund. Any identified projects will be approved by the Board of County Commissioners in Annual Action Plans and funded utilizing federal allocations.

Dept/Office:

Housing and Human Services

Requested Action:

It is requested that the Board of County Commissioners approve and authorize:

1. The urban county agreement re-qualification with the U.S. Department of Housing and Urban Development (HUD) to receive Community Development Block Grant (CDBG) and HOME funds,
2. The continuance of Cooperative Agreements with seven municipalities for fiscal years 2025, 2026 and 2027,
3. The County Attorney to send the attached, mandatory letter to HUD, and
4. The Director of the Housing and Human Services Department to transmit the renewed agreements and any supporting documents to HUD.

Summary Explanation and Background:

The Brevard County Housing and Human Services Department is re-applying for Urban County re-qualification status with U.S. Department of Housing and Urban Development (HUD). The process occurs every three (3) years. In order to be eligible 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 municipalities.

The County has existing cooperative agreements with the seven municipalities of Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne Village, Palm Shores, Rockledge, and Satellite Beach. The current Urban County agreements with the municipalities automatically renew for participants over 3-year qualification periods unless the County or municipalities provide written notice of an election not to participate in a new qualification period. All of the municipalities were contacted and all of them provided written notice of an election to continue the agreements.

None of the Urban County agreement cities receive an allocation of CDBG funds. These agreements allow HUD to utilize their populations for Brevard's funding formula, and allow Brevard to identify and complete projects within their boundaries. 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 municipalities.

The 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:

Please have the signed County Attorney Letter and Agreement copies transmitted to the County Clerk for recording purposes. Notice of BOCC Action, County Attorney letter, and filed agreements transmitted to BCHHS for transmittal to HUD staff.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

August 7, 2024

M E M O R A N D U M

TO: Ian Golden, Housing and Human Services Director

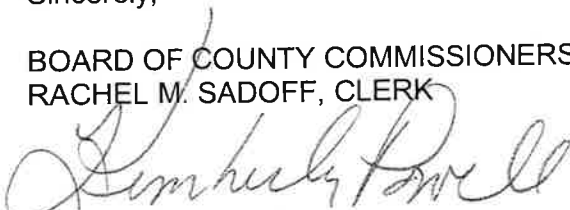
RE: Item F.7., Approval of HUD Urban County Agreements and Re-Qualification for FY 2025, 2026, and 2027

The Board of County Commissioners, in regular session on August 6, 2024, approved the Urban County Agreement Re-Qualification with the U.S. Department of Housing and Urban Development (HUD) to receive Community Development Block Grant (CDBG) and HOME funds; approved the continuance of Cooperative Agreements with seven municipalities consisting of Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne Village, Palm Shores, Rockledge, and Satellite Beach for Fiscal Years 2025, 2026, and 2027; authorized the County Attorney to send the mandatory letter to HUD; and authorized you to transmit the renewed Agreements and any supporting documents to HUD. Enclosed is the letter.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: County Attorney
Finance
Budget



BOARD OF COUNTY COMMISSIONERS

County Attorney's Office

2725 Judge Fran Jamieson Way
Building C, Room 308
Viera, Florida 32940

07/15/24

Lori Serino, Director
Jacksonville Field Office
Community Planning & Development
U. S. Department of Housing and Urban Development
400 West Bay Street, Suite 1015
Jacksonville, FL 32202-5121

RE: Urban County Re-Qualification for FY 2025, 2026 and 2027

Dear Director Serino:

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 the County, as outlined in the County Attorney's original opinion when the agreement was first prepared.

Sincerely,

L. Rebecca Behl-Hill
Assistant County Attorney
Brevard County Board of County Commissioners



City of Cocoa Beach

P.O. Box 322430
Cocoa Beach, Florida 32932-2430
www.cityofcocoa-beach.com

RACHEL M. SADOFF

2024 AUG -6 PM 4: 16

FILED IN TITUSVILLE
CLERK ADMIN-LAW
BREVARD CO. FL



7/1/24

Linda Graham, Assistant Director
Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way, Suite B103
Viera, Florida 32940

Re: Community Development Block Grant (CDBG) Urban County Agreement
Qualification Period FY 2025, 2026, and 2027

Dear Ms. Graham,

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 or Town of 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 2025, 2026, 2027, per Sections 6.a and 6.b of the existing agreement.

Sincerely,

Wayne Carragino
City Manager

RACHEL M. SADOFF
2024 AUG -6 PM 4: 16

**COMMUNITY DEVELOPMENT BLOCK GRANT
INTERLOCAL COOPERATION AGREEMENT**

FILED IN TITUSVILLE
CLERK ADMIN-LAW
BREVARD CO. FL

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

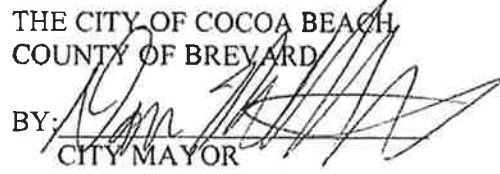
This Agreement may be executed in counterparts each of which shall be deemed an original.

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

ATTEST:

BY: 
CITY CLERK
Doreana Kalagheny

THE CITY OF COCOA BEACH,
COUNTY OF BREVARD

BY: 
CITY MAYOR
Dave Netherstrom

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

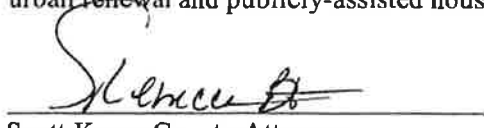

Scott Ellis, Clerk of Courts

 - 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 
Scott Knox, County Attorney

Date 7/23/15

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing
is a true and current copy of CDBG
James witness my hand
and official seal this 30 day of
July 2015
SCOTT ELLIS, Clerk of Circuit Court

BY  D.C.



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
Brett Miller
Loren Strand
Doug Wright
Michael L. Casey, Town Manager
Mollie Carr, Town Clerk

RECEIVED

MAY 28 2024

HOUSING/HUMAN SERVICES

May 15, 2024

Linda Graham, Assistant Director
Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way, Suite B103
Viera, Florida 32940

Re: Community Development Block Grant (CDBG) Urban County Agreement
Qualification Period FY 2025, 2026, and 2027

Dear Ms. Graham,

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 or Town of Indialantic wishes to continue to participate in the existing County CDBG and HOME Program Urban County Agreement for an additional 3 years for the years 2025, 2026, 2027, per Sections 6.a and 6.b of the existing agreement.

Sincerely,

Mark McDermott
Mayor

RACIEL N. SAVIN
2024 AUG -6 PM 4:16
BREVARD COUNTY
CLERK ADMIN-LAW
TITUSVILLE
FLORIDA

RACHEL M. SADDFF

2024 AUG -6 PM 4: 16

LEDWITUSVILLE
CLERK ADMIN-LAW
BREVARD CO. FL

**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

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.

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(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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(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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(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: 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 Ord 2015-07
Patricia witness my hand
and official seal this 30 day of
July 2015
SCOTT ELLIS, Clerk of Circuit Court
BY D. Thomas D.C.



CITY OF
INDIAN HARBOUR BEACH

Florida

2055 SOUTH PATRICK DRIVE
INDIAN HARBOUR BEACH, FLORIDA 32937
PHONE (321) 773-3181
FAX (321) 773-5080

June 11, 2024

Linda Graham, Assistant Director
Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way, Suite B103
Viera, Florida 32940

Re: Community Development Block Grant (CDBG) Urban County Agreement
Qualification Period FY 2025, 2026, and 2027

Dear Ms. Graham,

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Sincerely,

Scott Nickle
Mayor
City of Indian Harbour Beach

RACHEL M. SANDOFF
2024 AUG -6 PM 4:17
JEDIN J. TOSVILLE
CLERK ADMIN-LAW
BREVARD CO. FL

RACHEL M. SADOFF

2024 AUG -6 PM 4: 17

**COMMUNITY DEVELOPMENT BLOCK GRANT
INTERLOCAL COOPERATION AGREEMENT**

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

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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 into 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

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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

THE CITY OF INDIAN HARBOUR
BEACH

BY: Deborah Malish
CITY CLERK

BY: Steve Dickey
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.

for Scott Knox
Scott Knox, County Attorney
7/20/15
Date

STATE OF FLORIDA
COUNTY OF BREVARD
This is to certify that the foregoing
is a true and current copy of CPL-27
Scott Ellis witness my hand
and official seal this 30 day of
July 2015
SCOTT ELLIS, Clerk of Circuit Court
BY D. Thompson D.C.



TOWN OF MELBOURNE VILLAGE

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

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

Email: town@melbournevillage.org

June 12, 2024

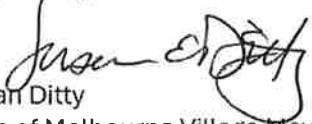
Linda Graham, Assistant Director
Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way, Suite B103
Viera, Florida 32940

Re: Community Development Block Grant (CDBG) Urban County Agreement
Qualification Period FY 2025, 2026, and 2027

Dear Ms. Graham,

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 2025, 2026, 2027, per Sections 6.a and 6.b of the existing agreement.

Respectfully,


Susan Ditty
Town of Melbourne Village Mayor

RACHEL M. SAMP
2024 AUG -6 PM 4:17
BREVARD COUNTY
HUMAN SERVICES
ADMIN-LAW
BREVARD CO. FL

RECEIVED

JUN 24 2024

HOUSING/HUMAN SERVICES

RACHEL M. SADOFF

2024 AUG -6 PM 4: 17

**COMMUNITY DEVELOPMENT BLOCK GRANT
INTERLOCAL COOPERATION AGREEMENT**

FILED IN TITUSVILLE
CLERK ADMIN-LAW
BREVARD CO. FL

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.

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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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(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.

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

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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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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.

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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:

CITY CLERK

BY:

CITY MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk of Courts

Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

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Scott Knox, County Attorney

Date

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing
is a true and current copy of the
and official seal this 30 day of

SCOTT ELLIS, Clerk of Circuit Court

BY D. Thomas D.C.

TOWN OF PALM SHORES



"The Little Town That Cares"

May 15, 2024

Linda Graham, Assistant Director
Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way, Suite B103
Viera, Florida 32940

Re: Community Development Block Grant (CDBG) Urban County Agreement Qualification Period
FY 2025, 2026, and 2027

Dear Ms. Graham,

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 2025, 2026, 2027, per Sections 6.a and 6.b of the existing agreement.

Sincerely,

Charles A. Chambliss
Mayor

RECEIVED IN TITUSVILLE
CLERK ADMIN-LAW
BREVARD CO. FL

2024 AUG -6 PM 4:17

RACHEL M. SADOFF

5030 Paul Hurtt Lane ♦ Palm Shores, FL 32940
Phone: 321-242-4555 ♦ Fax: 321-254-7883
Visit us at: www.townofpalmshores.org

RACHEL M. SADDOFF

2024 AUG -6 PM 4: 17

**COMMUNITY DEVELOPMENT BLOCK GRANT
INTERLOCAL COOPERATION AGREEMENT**

FILED IN TITUSVILLE
CLERK ADMIN-LAW
BREVARD CO. FL

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

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ATTEST:
COUNTY OF BREVARD

TOWN OF PALM SHORES

BY: *Patricia Burke*
CITY CLERK

BY: *Carol M. McInnis*
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.

for *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 *the agreement*
and official seal this *30* day of *July* 20*15*
SCOTT ELLIS, Clerk of Circuit Court
BY: *D. Thomas* D.C.



CITY OF ROCKLEDGE

CITY HALL

1600 HUNTINGTON LN.
ROCKLEDGE, FL 32955

TELEPHONE: 321-221-7540
FAX: 321-204-6356

PLANNING/BUILDING DIVISION

1600 HUNTINGTON LN.
ROCKLEDGE, FL 32955

TELEPHONE: 321-221-7540
FAX: 321-204-6356

PUBLIC SAFETY DEPT.

FIRE DIVISION

1776 JACK OATES BLVD.
ROCKLEDGE, FL 32955

TELEPHONE: 321-221-7540
FAX: 321-204-6386

POLICE DIVISION

1776 JACK OATES BLVD.
ROCKLEDGE, FL 32955

TELEPHONE: 321-690-3213
FAX: 321-690-3996

PUBLIC WORKS DEPT.

1400 GARDEN RD.
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

1600 HUNTINGTON LN.
ROCKLEDGE, FL 32955

TELEPHONE: 321-221-7540
FAX: 321-204-6356

www.cityofrockledge.org

June 6, 2024

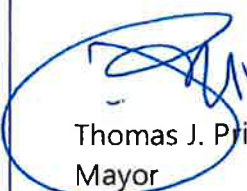
Linda Graham, Assistant Director
Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way, Suite B103
Viera, Florida 32940

Re: Community Development Block Grant (CDBG) Urban County
Agreement Qualification Period FY 2025, 2026, and 2027

Dear Ms. Graham,

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 Rockledge wishes to continue to participate in the existing County CDBG and HOME Program Urban County Agreement for an additional 3 years for years 2025, 2026, 2027, per Sections 6.a and 6.b of the existing agreement.

Sincerely,


Thomas J. Price
Mayor
City of Rockledge

RECEIVED

JUN 11 2024

HOUSING/HUMAN SERVICES

2024 AUG -6 PM 4:18

RACHEL M. SANDOZ

REC'D IN TITUSVILLE
CLERK ADMIN-LAW
BREVARD CO. FL

RACHEL M. SADOFF

2024 AUG -6 PM 4:18

**COMMUNITY DEVELOPMENT BLOCK GRANT
INTERLOCAL COOPERATION AGREEMENT**

FILED IN TITUSVILLE
CLERK ADMIN-LAW
BREVARD CO. FL

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 into 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~~

BY: Betty Maist
CITY CLERK

CITY OF ROCKLEDGE

BY: [Signature]
CITY MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

[Signature]
Scott Ellis, Clerk of Courts

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

[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]
for 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]
and official seal this 20 day of July, 2015
SCOTT ELLIS, Clerk of Circuit Court
BY [Signature] D.C.

RACHEL M. SADOFF

2024 AUG -6 PM 4: 18

CITY OF SATELLITE BEACH, FLORIDA

565 Cassia Boulevard
Satellite Beach, FL 32937
(321) 773-4407
FAX: (321) 779-1388

FILED IN TITUSVILLE
CLERK ADMIN-LAW
BREVARD CO. FL



INCORPORATED 1957

June 6, 2024

Linda Graham, Assistant Director
Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way, Suite B103
Viera, Florida 32940

Re: Community Development Block Grant (CDBG) Urban County Agreement
Qualification Period FY 2025, 2026, and 2027

Dear Ms. Graham,

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 the years 2025, 2026, 2027, per Sections 6.a and 6.b of the existing agreement.

Respectfully,

Steve Osmer
City of Satellite Beach Mayor

RECEIVED

JUN 11 2024

HOUSING/HUMAN SERVICES

RACHEL M. SADOFF

2024 AUG -6 PM 4: 18

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 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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(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) 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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- (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

BY: 
CITY CLERK

CITY OF SATELLITE BEACH

BY: 
CITY MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA


Scott Ellis, Clerk of Courts

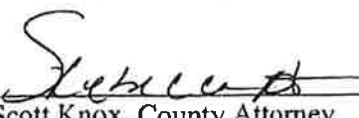
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

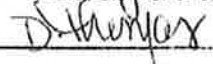
 - Vice Chair
Jim Barfield, Vice Chairman

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.


Scott Knox, County Attorney
7/24/15

STATE OF FLORIDA
COUNTY OF BREVARD
This is to certify that the foregoing
is a true and current copy of CDB2
James witness my hand
and official seal this 30 day of
July 2015
SCOTT ELLIS, Clerk of Circuit Court
BY  D.C.

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Brevard County Board of County Commissioners		2. Amount: None.
3. Fund/Account #: None	4. Department Name: Housing and Human Services	
5. Contract Description: HUD Urban County Agreements, Existing Automatic Renewal, 7 Municipalities		
6. Contract Monitor: Alan Woolwich, Housing & Human Services		8. Contract Type: INTERGOVT/FEDERAL
7. Dept/Office Director: Housing & Human Services, Ian Golden		
9. Type of Procurement: Select from pulldown:		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

COUNTY OFFICE	<u>APPROVAL</u>		SIGNATURE
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Golden, Ian <small>Digitally signed by Golden, Ian Date: 2024.07.11 16:13:56 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2024.07.23 10:17:07 -04'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
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, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing 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"/>