

Meeting Date
07/21/2015



AGENDA	
Section	Consent
Item No.	II.B.2

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	APPROVAL, RE: URBAN COUNTY AGREEMENTS AND RE-QUALIFICATION FOR FY 2016, 2017, 2018
DEPT/OFFICE:	HOUSING AND HUMAN SERVICES DEPARTMENT

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the application for urban county agreement re-qualification with the U.S. Department of Housing & Urban Development (HUD), to receive Community Development Block Grant (CDBG) and HOME funds, and authorize the continuance of Cooperative Agreements with the cities/towns for fiscal years 2016, 2017 and 2018. 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 and the Board Chair to sign agreements when received from the cities.

Summary Explanation & 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 renew for participants for three year qualification periods, unless the County and/or municipalities provide written notice of an election not to participate in a new qualification period. No city provided written notice of an election to terminate by the deadline of June 30, 2015. This year HUD required each city to sign a revised agreement that includes Section 5d regarding use of funds.

The County has existing cooperative agreements with the municipalities of Cocoa Beach, Indialantic, Indian Harbour Beach, Malabar, Melbourne Village, Palm Shores, Rockledge, and Satellite Beach. 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 as amended with the participating cities/towns.

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


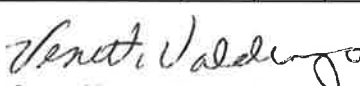
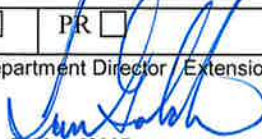
Fiscal Impact: FY 14/15 – The approval of this action will have no fiscal impact to the general fund. Brevard County received \$1,170,088 in CDBG grant funds.

**FY 15/16 – There will be no fiscal impact to the general fund. It is anticipated the Brevard will receive \$1,202,084 in CDBG grant funds.**

Contact: Chenita Joiner, Community Development and Resource Manager (633-2007)

Clerk to the Board instruction: Have letter signed by County Attorney and return to HHS

Exhibits Attached: Letter for County Attorney signature, sample revised agreement, existing agreements with cities

Contract /Agreement (If attached)	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager							
Stockton Whitten	Assistant County Manager-Venetta Valdengo		Department Director / Extension			Ian Golden-52007	



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972

July 22, 2015

MEMORANDUM

TO: Ian Golden, Housing and Human Services Director Attn: Chenita Joiner

RE: **Item II.B.2.**, Urban County Agreements and Requalification for Fiscal Years 2016, 2017, and 2018

The Board of County Commissioners, in regular session on July 21, 2015, approved the application for Urban County Requalification with the U.S. Department of Housing and Urban Development (HUD), to receive Community Development Block Grant (CDBG) and HOME funds; authorized the continuance of Cooperative Agreements with the Cities/Towns for Fiscal Years 2016, 2017, and 2018; authorized the County Attorney to sign the mandatory letter for submittal to HUD; and authorized the Chairman to execute Agreements upon receipt from the Cities/Towns. Enclosed is original mandatory letter for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Etheridge*

Tammy Etheridge, Deputy Clerk

/ds

Encl. (1)

cc: Contracts Administration  
Finance  
Budget



BOARD OF COUNTY COMMISSIONERS

**Housing and Human Services**

2725 Judge Fran Jamieson Way  
Building B, Suite 106  
Viera, Florida 32940

**Inter-Office Memo**

**TO:** Scott Ellis, Clerk to the Board  
Board of County Commissioners

**FROM:** Chenita Joiner, Community Development and Resource Manager   
Housing and Human Services Department

**RE:** Signatures, Urban County Agreements and Requalification's, FY 2016, 2017, 2018

**DATE:** July 29, 2015

On July 21, 2015 in regular session the Board of County Commissioners approved Brevard County's Urban County Agreements and Requalification's with HUD for FY 2016, 2017, 2018, and authorized the Board Chairman to execute and sign agreements received from the cities and towns.

Attached for your review and signatures are the original agreements signed by the Board Chair, County Attorney and the cities and towns. The memorandum from the Clerk to the Board showing signature authority is also attached. Please contact planner Alan Woolwich at (321) 633-2007 when the signed documents are available for pick up at your offices.

If there are any questions, or if additional information is needed, please contact me at (321) 633-2007, [chenita.joiner@brevardcounty.us](mailto:chenita.joiner@brevardcounty.us) or Alan Woolwich at (321)633-2007 or [alan.woolwich@brevardcounty.us](mailto:alan.woolwich@brevardcounty.us)

Attachments: Memo (1), Agreements (7)



BOARD OF COUNTY COMMISSIONERS

**Housing and Human Services**

2725 Judge Fran Jamieson Way  
Building B, Suite 106  
Viera, Florida 32940

July 21, 2015

Mr. Gary Causey, C.P.D., Director  
C/o Ms. Debra Dye, C.P.D., Representative  
U. S. Department of Housing and Urban Development  
Jacksonville Area Office  
400 West Bay Street, Suite 1015  
Jacksonville, FL 32202

RE: Urban County Re-Qualification for FY 2016, 2017 and 2018

Dear Mr. Causey:

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 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,

*for*  
Becky Behl-Hill

Assistant County Attorney

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I**

The following information must be completed on all new contracts submitted to the Board:

1. <b>Contractor:</b> U.S. Department of Housing and Urban Development, Jacksonville, FL	
2. <b>Fund/Account #:</b> 1470-303051	3. <b>Division Name:</b> Housing and Human Services
4. <b>Contract Description:</b> HUD Urban County Agreements and Requalification for FY 2016, 2017, 2018.	
5. <b>Contract Monitor:</b> Alan Woolwich, Planner, Community Development and Resources, Housing and Human Services Department	6. <b>Mail Stop #:</b> 82
7. <b>Dept./Office Director:</b> Ian Golden, Director, Housing and Human Services Department	8. <b>Class Code:</b> ZSER
9. <b>ACTION DATE:</b> <u>ASAP</u>	10. <b>ACTION REQUIREMENT:</b> To County Attorney's Office for review, approval and signature on agreements and attached opinion letter draft for HUD staff in Jacksonville, FL

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>Yes</u>	<u>No</u>		
User Agency	✓	—	<u>AG</u>	<u>6/25/15</u>
Risk Management	—	—	—	—
County Attorney	✓	—	<u>PA</u>	<u>7/6/15</u>

Note: The attached letter is a requirement for Brevard County's Community Development Block Grant Urban County Requalification Process. See draft copy of the attached Agenda Report that will go to the Board on July 21, 2015 requesting authorization for County Attorney Signature. This year HUD required the addition of language creating Section 5d on the second page of each agreement. Please see attached the previous and revised agreements.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I**

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5. <b>Contract Monitor:</b> Alan Woolwich, Planner, Community Development and Resources, Housing and Human Services Department	6. <b>Mail Stop #:</b> 82
7. <b>Dept./Office Director:</b> Ian Golden, Director, Housing and Human Services Department	8. <b>Class Code:</b> ZSER
9. <b>ACTION DATE:</b> <u>ASAP</u>	10. <b>ACTION REQUIREMENT:</b> To County Risk Management for review, approval and signature.

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>Yes</u>	<u>No</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<u>6/29/15</u>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>JLJ</u>	<u>7/1/2015</u>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

Note: This agreement pertains to Brevard County's Urban Renewal process which is done every 3 years. This year HUD required the addition of Section 5d which prompted a new agreement. Please see attached; the previous and revised agreements.

**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  
*doredana kalaghchy*

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

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.

*601*  
*[Signature]*  
Scott Knox, County Attorney

*7/23/15*  
Date

**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.

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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.

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(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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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

**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**").

**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

THE CITY OF INDIAN HARBOUR  
BEACH

BY: *Deborah Malhotra*  
CITY CLERK

BY: *Gregory A. ...*  
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

**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.

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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.

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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**

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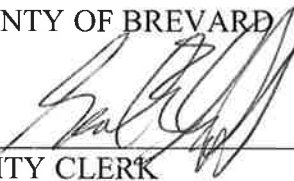
**IN WITNESS WHEREOF**, the **MUNICIPALITY** and the **COUNTY** do hereby authorize and have executed this Agreement as the date first hereinbefore written.

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

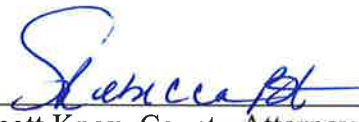
  
Scott Ellis, Clerk of Courts

 - 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

7/21/15  
Date

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**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

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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.

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ATTEST:  
COUNTY OF BREVARD

TOWN OF PALM SHORES

BY: *Patricia A. Burke*  
CITY CLERK

BY: *Carol M. McConaek*  
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

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*701* *Scott Knox*  
Scott Knox, County Attorney

*7/23/15*  
Date

**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**

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**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: Beta Betty Maist  
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

**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**

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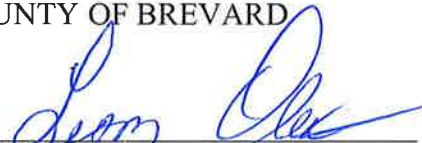
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ATTEST:  
COUNTY OF BREVARD

CITY OF SATELLITE BEACH

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

 - Vice Chair  
Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

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