



## City of Cocoa Beach

P.O. Box 322430  
Cocoa Beach, Florida 32932-2430  
[www.cityofcocoabeach.com](http://www.cityofcocoabeach.com)



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

**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.

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

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

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

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

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

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

The MUNICIPALITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. Furthermore, the MUNICIPALITY has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by the law.

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

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

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

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

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

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

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

**SECTION 13. EFFECTIVE DATE**

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

**SECTION 14. COUNTERPARTS**

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

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

ATTEST:

BY: *[Signature]*  
CITY CLERK  
*Doredana Kalaghery*

THE CITY OF COCOA BEACH  
COUNTY OF BREVARD

BY: *[Signature]*  
CITY MAYOR  
*Dave Netherstrom*

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

*[Signature]*  
Scott Ellis, Clerk of Courts

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

AS APPROVED BY THE BOARD

ON: July 21, 2015

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

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

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

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Sincerely,

Mark McDermott  
Mayor

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

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**WITNESSETH**

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**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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**SECTION 1. RECITALS**

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

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

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

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(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.

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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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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.

6-1 [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 CDG  
Valencia 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

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Sincerely,

Scott Nickle  
Mayor  
City of Indian Harbour Beach

**COMMUNITY DEVELOPMENT BLOCK GRANT  
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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.

#### **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 Malach  
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

7/21/15  
Date

STATE OF FLORIDA  
COUNTY OF BREVARD

This is to certify that the foregoing is a true and current copy of CPL 17 and official seal this 30 day of July 2015

Scott Ellis  
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](mailto: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

RECEIVED

JUN 24 2024

HOUSING/HUMAN SERVICES

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

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

**WITNESSETH**

**WHEREAS**, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

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

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

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

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

**SECTION 1. RECITALS**

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

**SECTION 2. COUNTY ADMINISTRATION**

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

**SECTION 3. MUTUAL COOPERATION**

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

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

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

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

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

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

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

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

(d) The MUNICIPALITY and the COUNTY pursuant to the Consolidated and Further Continuing Appropriations Act of 2015, Publication L 113-235, may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The MUNICIPALITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. Furthermore, the MUNICIPALITY has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by the law.

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

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

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

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

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

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

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

**SECTION 13. EFFECTIVE DATE**

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

**SECTION 14. COUNTERPARTS**

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

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

ATTEST:  
COUNTY OF BREVARD

TOWN OF MELBOURNE VILLAGE

BY: [Signature]  
CITY CLERK

BY: [Signature]  
CITY MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

[Signature]  
Scott Ellis, Clerk of Courts

[Signature] - Vice Chair  
Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

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

[Signature]  
Scott Knox, County Attorney

7/23/15  
Date

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 30 day of July, 2015  
SCOTT ELLIS, Clerk of Circuit Court  
BY: [Signature] 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,

A handwritten signature in black ink, appearing to read "Charles A. Chambliss". The signature is fluid and cursive.

Charles A. Chambliss  
Mayor

---

5030 Paul Hurr Lane ♦ Palm Shores, FL 32940  
Phone: 321-242-4555 ♦ Fax: 321-254-7883  
Visit us at: [www.townofpalmshores.org](http://www.townofpalmshores.org)

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

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

**WITNESSETH**

**WHEREAS**, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

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

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

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

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

**SECTION 1. RECITALS**

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

**SECTION 2. COUNTY ADMINISTRATION**

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

**SECTION 3. MUTUAL COOPERATION**

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

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

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

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

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

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

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

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

(d) The MUNICIPALITY and the COUNTY pursuant to the Consolidated and Further Continuing Appropriations Act of 2015, Publication L 113-235, may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

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

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

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

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(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.

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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**

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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 PALM SHORES

BY: Patricia Burke  
CITY CLERK

BY: Carol M. McInaer  
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 CDBG  
Scott Ellis witness my hand  
and official seal this 30 day of  
July 2015  
SCOTT ELLIS, Clerk of Circuit Court  
BY: Scott Ellis 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](http://www.cityofrockledge.org)

June 6, 2024

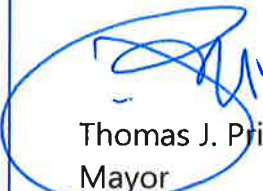
Linda Graham, Assistant Director  
Brevard County Housing and Human Services Department  
2725 Judge Fran Jamieson Way, Suite B103  
Viera, Florida 32940

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

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

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

**WITNESSETH**

**WHEREAS**, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

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

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

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

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

**SECTION 1. RECITALS**

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

**SECTION 2. COUNTY ADMINISTRATION**

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

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

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

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

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

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

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

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

(d) The MUNICIPALITY and the COUNTY pursuant to the Consolidated and Further Continuing Appropriations Act of 2015, Publication L 113-235, may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

#### **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~~  
BY: Betha Betty Meist  
CITY CLERK

CITY OF ROCKLEDGE  
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]  
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 30 day of July  
2015  
SCOTT ELLIS, Clerk of Circuit Court  
BY: [Signature] D.C.

## CITY OF SATELLITE BEACH, FLORIDA

---

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



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,

A handwritten signature in blue ink, appearing to read "Steve Osmer".

Steve Osmer  
City of Satellite Beach Mayor

RECEIVED

JUN 11 2024

HOUSING/HUMAN SERVICES

**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERLOCAL COOPERATION AGREEMENT**

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

**WITNESSETH**

**WHEREAS**, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

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

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

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

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

**SECTION 1. RECITALS**

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

**SECTION 2. COUNTY ADMINISTRATION**

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

**SECTION 3. MUTUAL COOPERATION**

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

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

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

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

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

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ATTEST:  
COUNTY OF BREVARD

CITY OF SATELLITE BEACH

BY: [Signature]  
CITY CLERK

BY: [Signature]  
CITY MAYOR

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

[Signature]  
Scott Ellis, Clerk of Courts

[Signature] - Vice Chair  
Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

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

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