



BOARD OF COUNTY COMMISSIONERS

Housing & Human Services Department

2725 Judge Fran Jamieson Way
Building B, Suite 103
Viera, Florida 32940

June 2, 2021

Mayor Dave Berkman
Town of Indialantic
216 Fifth Avenue
Indialantic, FL 32903

Subject: Community Development Block Grant (CDBG) Program
Urban County Qualification Period FY 2022, 2023, 2024

Dear Mayor Berkman,

As you are aware, your city has been instrumental in Brevard County 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. These monies have been used to provide funding for drainage and paving improvements, sidewalks, construction of community centers, housing rehabilitation, demolition/clearance, economic development activities, etc., for low- and moderate-income people within Brevard County's unincorporated and selected incorporated areas, such as your municipality.

By participating in the Urban County Program, the City will also be participating in the County's HOME Program which provides funds to qualified first-time homebuyers, as well as the Replacement Housing Program. This will not preclude your City or the County from applying for funding under the State of Florida's HOME Program. However, by participating in the CDBG Urban County program, your city may not apply for the State's Small Cities CDBG funds from the State of Florida Department of Economic Opportunity.

HUD has notified us that unless your existing cooperation agreement is terminated in writing by July 2, 2021 the automatic renewal clause of the existing cooperation agreement will be exercised for Fiscal Years 2022, 2023, 2024.

As required by HUD, if you wish to terminate this agreement, please be advised that HUD and this office must receive your letter of termination by July 2, 2021 or earlier. The addresses for termination of the agreement are as follows:



Housing & Human Services Department

2725 Judge Fran Jamieson Way
Building B, Suite 103
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Mr. Thomas N. Bilodeau, CPD Program Manager
C/o Mr. Larry M. Lopez, Senior CPD Representative
U. S. Department of Housing and Urban Development
Office of Community Planning & Development
400 West Bay Street, Suite 1015
Jacksonville, FL 32202-5121

Mr. Ian Golden, Director
C/o Ms. Linda Graham, Assistant Director
Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way
Building "B" Suite B-103
Viera, FL 32940

We encourage you to consider continuing to participate in this worthwhile program that improves infrastructure and affordable housing stock throughout Brevard County. Without your cooperation, the County will be unable to expend federal funds in your municipality to assist homeowners and homebuyers or to provide infrastructure improvements. We look forward to working with you again.

Should you have any questions regarding this letter please contact me at alan.woolwich@brevardfl.gov or Linda Graham, Assistant Director at linda.graham@brevardfl.gov or at (321) 633-2076.

Sincerely,

Alan Woolwich, Community Planner
Community Development & Resources Program
Housing and Human Services Department

cc: Mr. Larry M. Lopez, HUD CPD
File
Enclosures – City/Town Agreement
City/Town Staff

COMMUNITY DEVELOPMENT BLOCK GRANT INTERLOCAL COOPERATION AGREEMENT

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

WITNESSETH

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

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

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

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

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

SECTION 1. RECITALS

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

SECTION 2. COUNTY ADMINISTRATION

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

SECTION 3. MUTUAL COOPERATION

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

SECTION 4. PROJECTS FUNDED

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

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

SECTION 5. MUNICIPALITY OBLIGATIONS

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

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

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

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

SECTION 6. GRANT OF AUTHORITY AND TERM OF AGREEMENT

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

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

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

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: Laure Eaton
TOWN CLERK

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

[Signature]
Scott Ellis, Clerk of Courts

Jim Barfield - Vice Chair
Jim Barfield, Vice Chairman

AS APPROVED BY THE BOARD

ON: July 21, 2015

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

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

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