

RESOLUTION NO. 18-07-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PERFORM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), EMERGENCY SOLUTIONS GRANT (ESG), AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park (Town) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Section 163.01, F.S. permits local governments to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage by providing services and facilities that will be mutually beneficial to the local communities; and

WHEREAS, the parties hereto have the common power to perform Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) Programs, and Home Investment Partnerships (HOME) Program activities within their jurisdictions, said common powers being pursuant to Section 125.01, Florida Statutes, and Chapter 166 Florida Statutes; and

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, mandates that a county must enter into interlocal agreements with those eligible municipalities in its jurisdiction for the purposes of implementing CDBG activities within said municipalities; and

WHEREAS, such interlocal agreements are also required to implement the HOME Program under Title II of the National Affordable Housing Act of 1990, as amended, and the ESG Program under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act); and

WHEREAS, the Town is entering into this Interlocal agreement with the County to carry out the planning and professional services necessary to implement the CDBG, ESG and HOME Programs during Federal Fiscal Years 2015, 2016 and 2017, and during subsequent Federal Fiscal Years; and

WHEREAS, the Town and the County agree to cooperate to undertake or assist in undertaking community renewal and lower income housing assistance activities; and

WHEREAS, the County and the Town wish to cooperate in the implementation of the goals and objectives of the County's Consolidated Plan, as approved by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Town desires to cooperate with the County for the purpose of implementing the CDBG, ESG and HOME Programs; and

WHEREAS, the governing bodies of the Town and the County have each authorized this Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK, FLORIDA**

Section 1. The Whereas clauses are incorporated herein as true and correct and as the findings of the Town Commission.

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute the Interlocal Agreement with Palm Beach County, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect upon adoption.

The foregoing Resolution was offered by Commissioner Flaherty, who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u> </u>
COMMISSIONER MICHAEL O'ROURKE	<u>Absent</u>	<u> </u>
COMMISSIONER KATHLEEN RAPOZA	<u>/</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution NO. 18-07-14 duly passed and adopted this 2 day of July, 2014.

TOWN OF LAKE PARK, FLORIDA

BY: James Dubois
JAMES DUBOIS
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
TOWN OF LAKE PARK**

THIS AGREEMENT made and entered into on _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Town of Lake Park**, a municipality duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Municipality".

WHEREAS, the parties hereto have the common power to perform Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program and Home Investment Partnerships (HOME) Program activities within their jurisdictions, said common powers being pursuant to Section 125.01, Florida Statutes, and Chapter 163, Part III, Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, mandates that a county must enter into interlocal cooperation agreements with municipalities in its jurisdiction for the purposes of implementing CDBG activities within said municipalities; and

WHEREAS, such interlocal cooperation agreements are also required to implement the HOME Program under Title II of the National Affordable Housing Act of 1990, as amended, and the ESG Program under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act); and

WHEREAS, the County desires to join with the Municipality in order to carry out the planning and professional services necessary to implement the CDBG, ESG and HOME Programs during Federal Fiscal Years 2015, 2016 and 2017, and during subsequent Federal Fiscal Years; and

WHEREAS, the County and the Municipality agree to cooperate to undertake or assist in undertaking community renewal and lower income housing assistance activities; and

WHEREAS, the County and Municipality wish to cooperate in the implementation of the goals and objectives of the County's Consolidated Plan, as approved by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Municipality desires to cooperate with the County for the purpose of implementing the CDBG, ESG and HOME Programs; and

WHEREAS, the governing bodies of the County and the Municipality have each authorized this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. This Agreement covers the CDBG, ESG and HOME Programs and pertains to funds that the County is qualified to receive from HUD under said Programs for Federal Fiscal Years 2015, 2016 and 2017 which cover the three-year urban county qualification period beginning on October 1, 2015, and ending on September 30, 2018 (hereinafter the "Qualification Period"). This Agreement shall remain in effect until the CDBG, ESG and HOME funds and program income received (with respect to activities carried out during the Qualification Period and during any subsequent three-year qualification periods covered by any renewal of this Agreement) are expended and the funded activities are completed. Neither the Municipality nor the County may terminate, or withdraw from, this Agreement while it remains in effect.
2. This Agreement shall be automatically renewed for a three-year qualification period at the end of the Qualification Period and at the end of each subsequent qualification period unless either party provides the other party a written notice in which it elects not to participate in a new qualification period. If such notice be given, the party electing not to participate shall also send a copy of the written notice to the HUD field office with jurisdiction over the County.

The County shall, by the date specified in HUD's Urban County Qualification Notice for the next qualification period, notify the Municipality in writing of its right not to participate, and the County shall provide a copy of such written notice to the HUD field office with jurisdiction over the County by the date specified in the Urban County Qualification Notice.

3. While this Agreement is in full force and effect, during the Qualification Period and during any subsequent three-year qualification periods covered by any renewal of this Agreement, the County and the Municipality agree to amend this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements as set forth by HUD in its Urban County Qualification Notices applicable to all subsequent three-year qualification periods, and to provide HUD such amendments as provided in the Urban County Qualification Notices. Failure to comply with the aforesaid shall void the automatic renewal of this Agreement.

4. The Municipality, by executing this Agreement, understands that:
 - (a) It may not apply for any grants from appropriations under the State of Florida CDBG Program for fiscal years during the period in which it participates in the County's CDBG Program.
 - (b) It may receive a formula allocation under the HOME Program only through the County. Even if the County does not receive a HOME formula allocation, the Municipality understands that it may not receive HOME Program funds from a HOME consortium with other local governments. This, however, does not preclude the County or the Municipality from applying to the State of Florida for HOME Program funds if the State of Florida so allows.
 - (c) It may receive a formula allocation under the ESG Program only through the County. This, however, does not preclude the County or the Municipality from applying to the State of Florida for ESG Program funds if the State of Florida so allows.
5. This Agreement is contingent upon the County's qualification as an "urban county" under the CDBG Program as determined by HUD, as well as HUD's award of funds under the CDBG, ESG and HOME Programs.
6. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. The County and the Municipality also agree to cooperate to enable the County to expend CDBG, ESG and HOME Program funds on eligible activities within the Municipality's jurisdiction during the Qualification Period and during any subsequent qualification periods covered by the renewal of this Agreement.
7. The Municipality shall assist and cooperate with the County in the preparation of the HUD required Consolidated Plan for the use of CDBG, ESG, and HOME Program funds. The County shall prepare the Consolidated Plan application and other necessary documents, and shall take full responsibility and assume all obligations as the applicant. The County and the Municipality agree to comply with said Consolidated Plan and implement activities as outlined in the Action Plan approved by HUD for the use of CDBG, ESG, and HOME Program funds. The County and the Municipality agree that the County is hereby permitted to undertake or assist in undertaking essential community development and housing assistance activities within the Municipality's jurisdiction.
8. The County, through its Department of Economic Sustainability, shall assist the Municipality in undertaking all professional and administrative services necessary for the purposes of implementing activities of the CDBG, ESG and HOME Programs, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.

9. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement as described in 24 CFR 570.503.
10. The Municipality may not sell, trade, or otherwise transfer all or any portion of CDBG Program funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG Program funds in exchange for any other funds, credits or non-Federal considerations, but must use such CDBG Program funds for activities under Title I of the Housing and Community Development Act of 1974, as amended.
11. The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975), the Americans with Disabilities Act of 1990 and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.
12. The Municipality agrees that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.
13. 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; and 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 jurisdictions.
14. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to

cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.
16. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
17. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

(THIS SPACE INTENTIONALLY LEFT BLANK)

18. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

(MUNICIPAL SEAL BELOW)

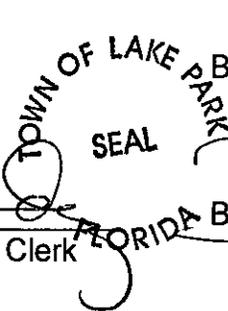
**TOWN OF LAKE PARK, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

ATTEST:

By: *James Dubois*
James Dubois, Mayor

By: *Vivian Mendez*
Vivian Mendez, Town Clerk

By: *Dale S. Sugerman*
Dale S. Sugerman, Ph.D., Town Manager



(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**
BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Priscilla A. Taylor, Mayor

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Tammy K. Fields,
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

LEGAL CERTIFICATION BY PALM BEACH COUNTY

As Legal Counsel for Palm Beach County, Florida, I hereby state that the terms and provisions of this Agreement entered into on _____ by and between **Palm Beach County** and **Town of Lake Park** are fully authorized under State and local law, and that the Agreement provides full legal authority for Palm Beach County to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

Tammy K. Fields, Chief Assistant County Attorney
Palm Beach County, Florida



May 27, 2014

Mr. Dale Sugerman, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Re: Participation in the Urban County Program for FY 2015-2017

Dear Mr. Sugerman:

The current cooperation agreement between the Town of Lake Park and Palm Beach County through which the Town of Lake Park participates in the Palm Beach County Urban County Jurisdiction is expiring. The Town of Lake Park is therefore invited to execute a new agreement to participate in the Palm Beach County Urban County Program for FYs 2015, 2016 and 2017 and which will automatically renew every three years upon the Town's concurrence. The agreement will enable your municipality and its residents to continue to access funds under the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME) Program, and Emergency Solutions Grant (ESG) Programs as a part of the Palm Beach County Entitlement Jurisdiction. In addition, by participating with the County, your municipality will be eligible to receive economic stimulus or disaster recovery funding which is distributed to the County by the U.S. Department of Housing and Urban Development (HUD).

The Department of Economic Sustainability (DES) will provide to you the unsigned agreement within 10 days of the date of this letter. HUD has established a very short deadline to receive the executed agreement, therefore, DES is requesting that the agreements be placed on the agenda of your earliest Town Commission meeting. DES will be in touch with you to ascertain the name of a Town staff contact and provide them any required assistance. We will also be available to attend your Town Commission's meeting to give a presentation and answer questions

Be advised that participation in the County's Program will preclude your application for State CDBG funds, but you may still apply for State HOME and ESG funds if the state allows. If you choose not to renew this agreement, by June 20, 2014, you must notify DES and HUD in writing of your decision not to participate in the County's Urban Entitlement Jurisdiction. Please address such notification to DES's address listed above and to HUD as follows:

**Department of
Economic Sustainability
Strategic Planning & Operations**

100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
(561) 233-3600
www.pbcgov.com/des



**Palm Beach County
Board of County
Commissioners**

Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor

Hal R. Valeche

Shelley Vana

Steven L. Abrams

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

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Affirmative Action Employer"*



Ann D. Chavis, CPD Director
U.S. Department of Housing & Urban Development
Florida State Office, Brickell Plaza Federal Building
909 Southeast First Avenue, Room 500
Miami, FL 33131

If you have any questions, please contact Carlos Serrano, Director, Strategic Planning and Operations at 561-233-3608 or Clement Clarke, Principal Planner at 561-233-3622.

Sincerely,



Edward W. Lowery, J.D., Director
Department of Economic Sustainability

cc: Vivian Mendez, Town Clerk
Sherry Howard, Deputy Director, DES
Betsy Barr, Director of Contracts and Quality Control, DES
Carlos Serrano, Director, Strategic Planning, DES
Clement C. Clarke, Principal Planner, DES