

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: June 17, 2008 [xx] Consent [ ] Regular

Department: Housing & Community Development

Submitted By: Housing & Community Development

I. EXECUTIVE BRIEF

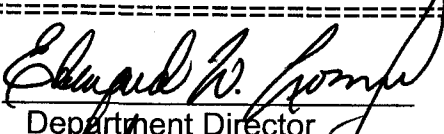
**Motion and Title:** Staff recommends motion to: a) adopt a resolution authorizing Palm Beach County to join with participating municipalities in the Urban County Qualification Program for implementation of the Community Development Block Grant (CDBG) Program and the Home Investment Partnership (HOME) Program for Federal Fiscal Years 2009, 2010, and 2011; and b) approve Interlocal Cooperation Agreements with the following twenty eight (28) participating municipalities, as required by HUD for participation in the FY 2009-11 Urban County Qualification Program: Atlantis, Belle Glade, Briny Breezes, Cloud Lake, Glen Ridge, Greenacres, Gulf Stream, Haverhill, Hypoluxo, Juno Beach, Jupiter, Lake Park, Lake Worth, Lantana, Manalapan, Mangonia Park, North Palm Beach, Pahokee, Palm Beach Gardens, Palm Beach Shores, Palm Springs, Riviera Beach, Royal Palm Beach, South Bay, South Palm Beach, Tequesta, Village of Golf, and Wellington.

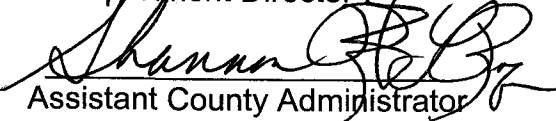
**Summary:** The U.S. Department of Housing and Urban Development (HUD) allows municipalities to join with the County to form an Urban County jurisdiction to facilitate access to Federal Funds under the Community Development Block Grant (CDBG) and the HOME Investment Partnership (HOME) Programs. HUD requires that Interlocal Cooperation Agreements for these purposes be executed by the County and the participating municipalities and that copies of the executed Interlocal Cooperation Agreements and of the authorizations for municipal and county officials to execute those documents be forwarded to HUD as part of the Urban County qualification process. Approval of these agreements increases the amount of Federal funds available to the County for community development purposes. These are Federal funds that require no local match.(Countywide) (TKF)

**Background and Justification:** Palm Beach County receives CDBG and HOME funds from HUD to undertake essential community development and housing assistance activities throughout the County. As an eligible Urban County recipient, Palm Beach County may expend CDBG and HOME funds within its unincorporated areas. To expend CDBG and HOME funds in the incorporated areas of the County, Interlocal Cooperation Agreements must be executed by the County and the participating municipalities. By enlisting the participation of municipalities in the Urban County Program, Palm Beach County increases the amount of its CDBG and HOME entitlement grant awards for Federal Fiscal Years 2009-2011. These municipalities also benefit through access to CDBG and HOME funds for community development and housing assistance activities benefiting low- and moderate-income persons within their boundaries. A municipality may join the program by the deadline set by HUD each year, but once it joins, it may not drop out until the three-year cycle ends; and it may not receive CDBG or HOME funds through any other program.

**Attachments:**

- A. Resolution
- B. Interlocal Agreements with twenty-eight (28) municipalities

Recommended By:  5/29/08  
Department Director Date

Approved By:  6/12/08  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program Code/Program Period \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

No Fiscal Impact.

**C. Departmental Fiscal Review:**

*Shairette Major* 5/29/08  
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Contract Comments:**

*John Dink* 6-11-08  
 OFMB 88 6/11/08  
 CN 6/9/8  
**B. Legal Sufficiency:**

*Dr. J. Jacob* 6/12/08  
 Contract Dev and Control  
 6/12/08

*These Agreements comply with our review requirements.*

*Jimmy [Signature]* 6/12/08  
 Senior Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, TO JOIN WITH PARTICIPATING MUNICIPALITIES IN AN URBAN COUNTY; AUTHORIZING THE CHAIR PERSON AND CLERK AND COMPTROLLER TO EXECUTE INTERLOCAL COOPERATION AGREEMENTS WITH PARTICIPATING MUNICIPALITIES FOR IMPLEMENTATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS.

WHEREAS, Palm Beach County receives Community Development Block Grant (CDBG) funds under the Housing and Community Development Act of 1974, as amended, and receives HOME Investment Partnership Program (HOME) funds under Title II of the National Affordable Housing Act of 1990, as amended, to undertake essential community development and housing assistance activities throughout the County; and

WHEREAS, every three years the County must renew its certification as an "Urban County" recipient of CDBG and HOME funds; and

WHEREAS, the County must enter into Interlocal Cooperation Agreements with municipalities interested in participating with the County to implement CDBG and HOME activities within said participating municipalities during Federal Fiscal Years 2009, 2010, and 2011; and

WHEREAS, execution of Interlocal Cooperation Agreements with participating municipalities allows the County to include such municipalities in population totals that are used to determine the County's CDBG and HOME Program awards during Federal Fiscal Years 2009, 2010, and 2011; and

WHEREAS, the Board of County Commissioners has determined that the execution of Interlocal Cooperation Agreements with participating municipalities to further the implementation of the CDBG and HOME Programs constitutes a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that Palm Beach County wishes to join with the participating municipalities in an "Urban County"; that to document that participation, the Chair Person and Clerk and Comptroller of the Court are authorized to execute Interlocal Cooperation Agreements with participating municipalities upon receipt of documents executed by the municipality; and that copies of this Resolution, the executed Interlocal Agreements and other materials as may be required by HUD be forwarded to HUD in compliance with the Urban County qualification process.

Attachment A

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

**ADDIE L. GREENE, CHAIRPERSON** -  
**JEFF KOONS, VICE CHAIR** -  
**KAREN T. MARCUS** -  
**MARY MCCARTY** -  
**BURT AARONSON** -  
**JESS R. SANTAMARIA** -  
**ROBERT KANJIAN** -

The Chair Person thereupon declared the Resolution duly passed and adopted this \_\_\_ day of \_\_\_\_\_, 2008.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

BY: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

BY: \_\_\_\_\_  
Deputy Clerk

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
VILLAGE OF WELLINGTON

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and VILLAGE OF WELLINGTON a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## VILLAGE OF WELLINGTON

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. Pursuant to 24 CFR 570.50(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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

VILLAGE OF WELLINGTON

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

VILLAGE OF WELLINGTON

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

**PALM BEACH COUNTY, FLORIDA, a Political Subdivision**

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

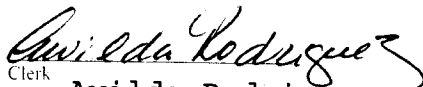
Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Edward Lowery, Director  
Housing and Community Development

ATTEST:

  
Clerk **Awilda Rodriguez**  
(SEAL)

VILLAGE OF WELLINGTON, a municipality duly  
organized by the laws of the State of Florida

  
Mayor **Darell Bowen**  
\_\_\_\_\_  
Manager (If Applicable)



VILLAGE OF WELLINGTON

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

\_\_\_\_\_  
Tammy K. Fields, Senior Assistant County Attorney  
Palm Beach County, Florida

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF GLEN RIDGE

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this 1<sup>st</sup> day of May, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF GLEN RIDGE a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

TOWN OF GLEN RIDGE

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
15. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

TOWN OF GLEN RIDGE

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk


By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

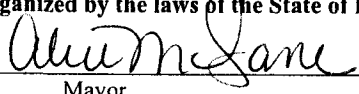
Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
  
Clerk

TOWN OF GLEN RIDGE, a municipality duly  
organized by the laws of the State of Florida

  
Mayor

(SEAL)

\_\_\_\_\_  
Manager (If Applicable)

TOWN OF GLEN RIDGE

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

\_\_\_\_\_  
Tammy K. Fields, Senior Assistant County Attorney  
Palm Beach County, Florida

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF LANTANA

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF LANTANA a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## TOWN OF LANTANA

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

**TOWN OF LANTANA**

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



TOWN OF LANTANA

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: Edward Lowery  
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
Michelle Knox  
Clerk

TOWN OF LANTANA, a municipality duly  
organized by the laws of the State of Florida

[Signature]  
Mayor  
\_\_\_\_\_  
Manager (If Applicable)

(SEAL)

TOWN OF LANTANA

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
CITY OF GREENACRES

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and ,CITY OF GREENACRES a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME

## CITY OF GREENACRES

funds for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.

CITY OF GREENACRES

14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
15. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

CITY OF GREENACRES

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

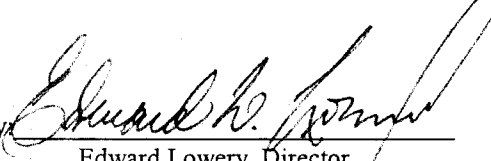
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson


Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

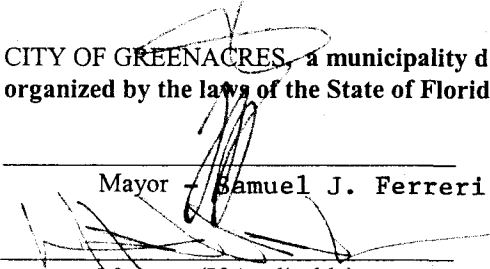
By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:

  
Clerk - Sondra K. Hill

(SEAL)

CITY OF GREENACRES, a municipality duly  
organized by the laws of the State of Florida

  
Mayor - Samuel J. Ferreri  
Manager (If Applicable)  
Wadie Atallah

CITY OF GREENACRES

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF HAVERHILL

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF HAVERHILL a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively



## TOWN OF HAVERHILL

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

TOWN OF HAVERHILL

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

TOWN OF HAVERHILL

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

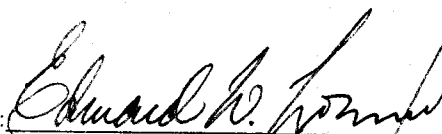
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development


By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:

TOWN OF HAVERHILL, a municipality duly  
organized by the laws of the State of Florida

  
Clerk

  
Mayor

(SEAL)

n/a  
Manager (If Applicable)

TOWN OF HAVERHILL

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

\_\_\_\_\_  
Tammy K. Fields, Senior Assistant County Attorney  
Palm Beach County, Florida

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF HYPOLUXO

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF HYPOLUXO a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## TOWN OF HYPOLUXO

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

TOWN OF HYPOLUXO

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

TOWN OF HYPOLUXO

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: Edward B. Lowery  
Edward Lowery, Director  
Housing and Community Development

ATTEST:

Balaram Sankar Reddy  
Clerk

TOWN OF HYPOLUXO, a municipality duly  
organized by the laws of the State of Florida

Kenneth G. Schuyt  
Mayor

(SEAL)

\_\_\_\_\_  
Manager (If Applicable)



TOWN OF HYPOLUXO

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF JUNO BEACH

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and ,TOWN OF JUNO BEACH a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## TOWN OF JUNO BEACH

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

TOWN OF JUNO BEACH

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

TOWN OF JUNO BEACH

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

**PALMBEACH COUNTY, FLORIDA, a Political Subdivision**

BOARD OF COUNTY COMMISSIONERS

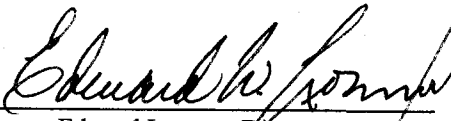
By: \_\_\_\_\_  
Deputy Clerk

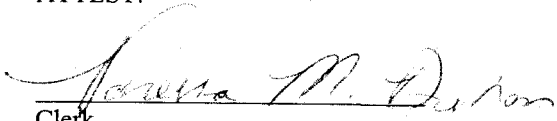
By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

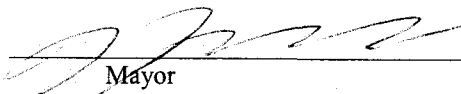
Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
  
Clerk

TOWN OF JUNO BEACH, a municipality duly  
organized by the laws of the State of Florida

  
Mayor

(SEAL)

\_\_\_\_\_  
Manager (If Applicable)

TOWN OF JUNO BEACH

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF JUPITER

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF JUPITER a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME

## TOWN OF JUPITER

funds for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.



TOWN OF JUPITER

14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
15. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

TOWN OF JUPITER

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: Edward Lowery  
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
Sally M. Boylan  
Clerk, Sally M. Boylan

TOWN OF JUPITER, a municipality duly  
organized by the laws of the State of Florida  
Karen J. Golonka  
Mayor, Karen J. Golonka  
Andrew Lukasik  
Manager (If Applicable)  
Andrew Lukasik

(SEAL)



TOWN OF JUPITER

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

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

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 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 by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## TOWN OF LAKE PARK

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

TOWN OF LAKE PARK

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

TOWN OF LAKE PARK

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: *Edward W. Lowery*  
Edward Lowery, Director  
Housing and Community Development

ATTEST:

TOWN OF LAKE PARK, a municipality duly  
organized by the laws of the State of Florida

*Virginia Handley*  
Clerk  
TOWN OF LAKE PARK  
SEAL (SEAL)

*Dennis Dubois*  
Mayor  
*W. Davis*  
Manager (If Applicable)

FLORIDA

Approved as to legal  
form and sufficiency

*[Signature]*  
Town Attorney

TOWN OF LAKE PARK

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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



INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF MANGONIA PARK

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF MANGONIA PARK a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME

## TOWN OF MANGONIA PARK

funds for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.

TOWN OF MANGONIA PARK

14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
15. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

TOWN OF MANGONIA PARK

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

**PALMBEACH COUNTY, FLORIDA, a Political Subdivision**

BOARD OF COUNTY COMMISSIONERS

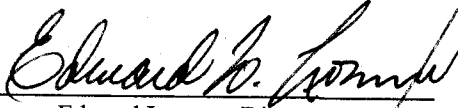
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

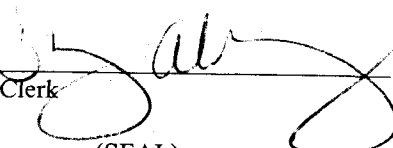
Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

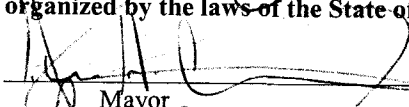
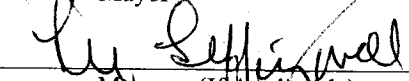
By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:

  
Clerk  
(SEAL)

**TOWN OF MANGONIA PARK, a municipality duly  
organized by the laws of the State of Florida**

  
Mayor  
  
Manager (If Applicable)

TOWN OF MANGONIA PARK

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
VILLAGE OF NORTH PALM BEACH

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and ,VILLAGE OF NORTH PALM BEACH a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## VILLAGE OF NORTH PALM BEACH

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

VILLAGE OF NORTH PALM BEACH

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



VILLAGE OF NORTH PALM BEACH.

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

**PALM BEACH COUNTY, FLORIDA, a Political Subdivision**

BOARD OF COUNTY COMMISSIONERS

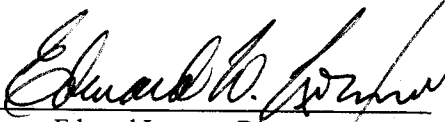
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

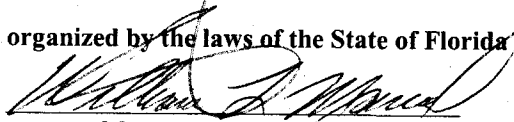
By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
duly

VILLAGE OF NORTH PALM BEACH, a municipality  
organized by the laws of the State of Florida

  
Clerk

  
Mayor

(SEAL)

\_\_\_\_\_  
Manager (If Applicable)

VILLAGE OF NORTH PALM BEACH

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF PALM BEACH SHORES

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF PALM BEACH SHORES a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## TOWN OF PALM BEACH SHORES

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

TOWN OF PALM BEACH SHORES

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

TOWN OF PALM BEACH SHORES

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

ATTEST:

SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

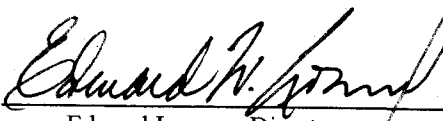
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

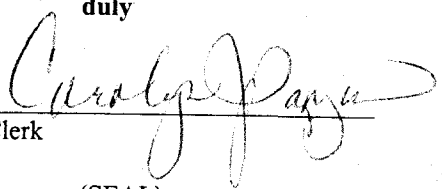
By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:

duly

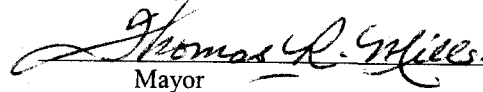
Clerk

(SEAL)



TOWN OF PALM BEACH SHORES, a municipality

organized by the laws of the State of Florida

  
Mayor

\_\_\_\_\_  
Manager (If Applicable)

TOWN OF PALM BEACH SHORES

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND VILLAGE OF PALM SPRINGS**

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and VILLAGE OF PALM SPRINGS a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as



amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.

2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. Pursuant to 24 CFR 570.501(b), the MUNICIPALITY is subject to the same requirements applicable to

## VILLAGE OF PALM SPRINGS

subrecipients, including the requirements of a written agreement as described in 24 CFR 570.503.

9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

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

VILLAGE OF PALM SPRINGS

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

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

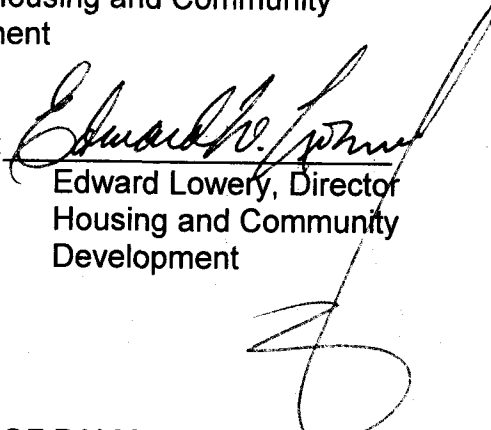
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

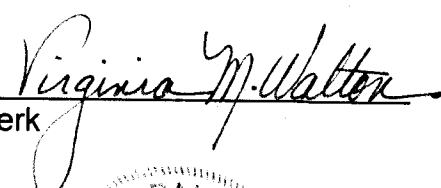
Approved as to Terms and Conditions  
Dept. of Housing and Community  
Development

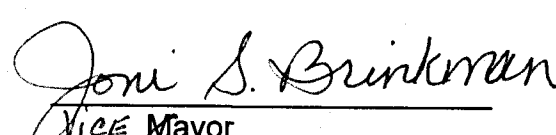
By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

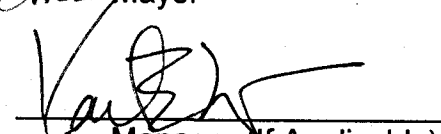
By:   
Edward Lowery, Director  
Housing and Community  
Development

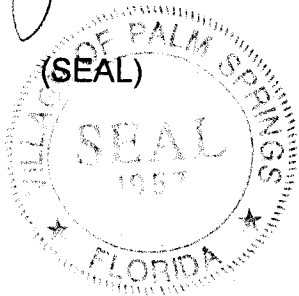
ATTEST:

VILLAGE OF PALM SPRINGS, a  
municipality duly organized by the  
laws of the State of Florida

  
Clerk

  
VICE Mayor

  
Manager (If Applicable)



VILLAGE OF PALM SPRINGS

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
CITY OF PAHOKEE

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and ,CITY OF PAHOKEE a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## CITY OF PAHOKEE

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

CITY OF PAHOKEE

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



CITY OF PAHOKEE

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

**PALM BEACH COUNTY, FLORIDA, a Political Subdivision**

BOARD OF COUNTY COMMISSIONERS

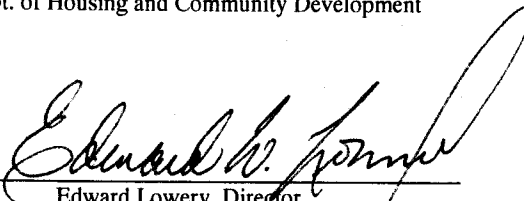
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

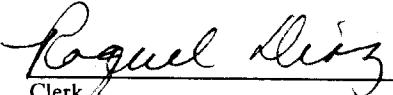
Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

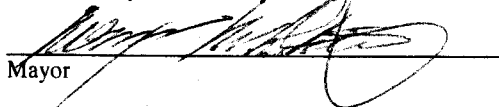
By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:

  
Clerk

**CITY OF PAHOKEE, a municipality duly  
organized by the laws of the State of Florida**

  
Mayor

(SEAL)

\_\_\_\_\_  
Manager (If applicable)

CITY OF PAHOKEE

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
CITY OF PALM BEACH GARDENS

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and CITY OF PALM BEACH GARDENS a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## CITY OF PALM BEACH GARDENS

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. Pursuant to 24 CFR 570.50(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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

**CITY OF PALM BEACH GARDENS**

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

CITY OF PALM BEACH GARDENS

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

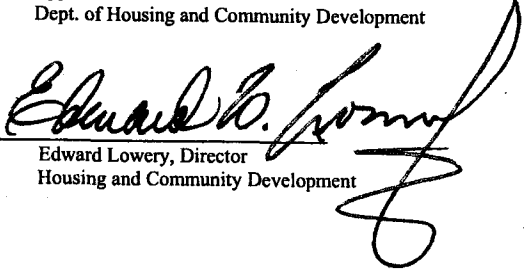
By: \_\_\_\_\_  
Deputy Clerk

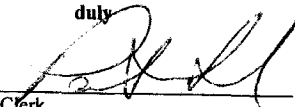
By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

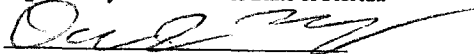
Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
duly  
  
Clerk

CITY OF PALM BEACH GARDENS, a municipality  
organized by the laws of the State of Florida

  
Mayor

(SEAL)

\_\_\_\_\_  
Manager (If Applicable)

**CITY OF PALM BEACH GARDENS**

**LEGAL CERTIFICATION BY PALM BEACH COUNTY**

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

\_\_\_\_\_  
Tammy K. Fields, Senior Assistant County Attorney  
Palm Beach County, Florida

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
CITY OF RIVIERA BEACH

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and ,CITY OF RIVIERA BEACH a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively



## CITY OF RIVIERA BEACH

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

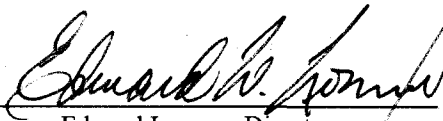
By: \_\_\_\_\_  
Deputy Clerk

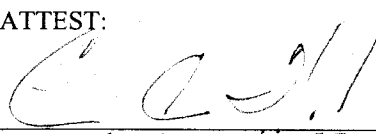
By: \_\_\_\_\_  
Addie Greene, Chairperson

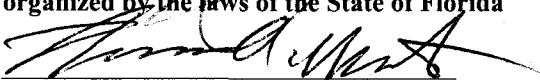
Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
  
Clerk CARRIE G. WARD  
(SEAL)

CITY OF RIVIERA BEACH, a municipality duly  
organized by the laws of the State of Florida  
  
Mayor Thomas A. Masters

\_\_\_\_\_  
Manager (If Applicable)

CITY OF RIVIERA BEACH

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
VILLAGE OF ROYAL PALM BEACH

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and , VILLAGE OF ROYAL PALM BEACH a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME

## VILLAGE OF ROYAL PALM BEACH

funds for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990; as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.

VILLAGE OF ROYAL PALM BEACH

14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
15. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

VILLAGE OF ROYAL PALM BEACH

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

**PALM BEACH COUNTY, FLORIDA, a Political Subdivision**

BOARD OF COUNTY COMMISSIONERS

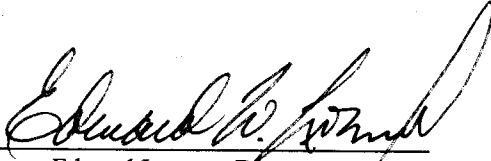
By: \_\_\_\_\_  
Deputy Clerk

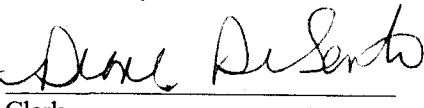
By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

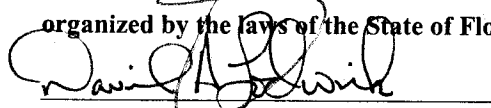
Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
duly  
  
Clerk

VILLAGE OF ROYAL PALM BEACH, a municipality

organized by the laws of the State of Florida  
  
Mayor

(SEAL)

\_\_\_\_\_  
Manager (If Applicable)



VILLAGE OF ROYAL PALM BEACH

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
CITY OF SOUTH BAY

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and ,CITY OF SOUTH BAY a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME

## CITY OF SOUTH BAY

funds for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.

CITY OF SOUTH BAY

14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
15. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

CITY OF SOUTH BAY

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

ATTEST:

SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALMBEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: Edward W. Lowery  
Edward Lowery, Director  
Housing and Community Development

ATTEST:

Virginia K. Walker  
Clerk

(SEAL)

CITY OF SOUTH BAY, a municipality duly  
organized by the laws of the State of Florida

Stanley Walker Tamm  
Mayor

\_\_\_\_\_  
Manager (If Applicable)

CITY OF SOUTH BAY

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
VILLAGE OF TEQUESTA

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and VILLAGE OF TEQUESTA a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## VILLAGE OF TEQUESTA

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.



VILLAGE OF TEQUESTA

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

VILLAGE OF TEQUESTA

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALMBEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: Edward R. Lowery  
Edward Lowery, Director  
Housing and Community Development

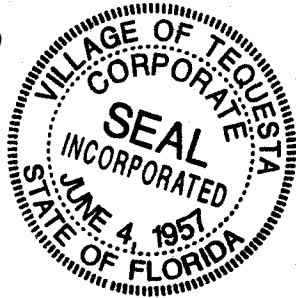
ATTEST:  
Lorin McWilliam  
Clerk

VILLAGE OF TEQUESTA, a municipality duly  
organized by the laws of the State of Florida

Pat Watkins  
Mayor

DIA  
Manager (If Applicable)

(SEAL)



VILLAGE OF TEQUESTA

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF SOUTH PALM BEACH

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF SOUTH PALM BEACH a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME

## TOWN OF SOUTH PALM BEACH

funds for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.

## TOWN OF SOUTH PALM BEACH

14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
15. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

TOWN OF SOUTH PALM BEACH

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALMBEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

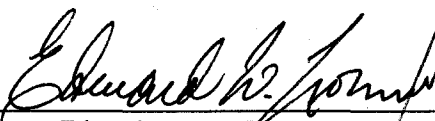
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:


Approved as to Terms and Conditions  
Dept. of Housing and Community Development

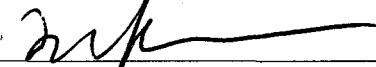
By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

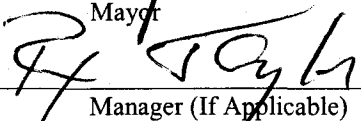
ATTEST:  
duly

TOWN OF SOUTH PALM BEACH, a municipality  
organized by the laws of the State of Florida

  
Clerk

  
Mayor

(SEAL)

  
Manager (If Applicable)

TOWN OF SOUTH PALM BEACH

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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



INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
VILLAGE OF GOLF

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and VILLAGE OF GOLF a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME

## VILLAGE OF GOLF

funds for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.

VILLAGE OF GOLF

14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
15. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

VILLAGE OF GOLF

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

**PALM BEACH COUNTY, FLORIDA, a Political Subdivision**

BOARD OF COUNTY COMMISSIONERS

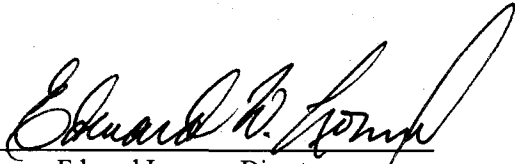
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:

  
Clerk

VILLAGE OF GOLF, a municipality duly  
organized by the laws of the State of Florida

  
Mayor

(SEAL)

\_\_\_\_\_  
Manager (If Applicable)

VILLAGE OF GOLF

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
CITY OF LAKE WORTH

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and ,CITY OF LAKE WORTH a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## CITY OF LAKE WORTH

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

CITY OF LAKE WORTH

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



CITY OF LAKE WORTH

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

**PALMBEACH COUNTY, FLORIDA, a Political Subdivision**

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: *Edward W. Lowery*  
Edward Lowery, Director  
Housing and Community Development

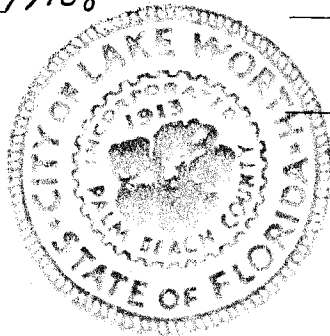
ATTEST:

CITY OF LAKE WORTH, a municipality duly  
organized by the laws of the State of Florida

*Danula Pope* 5/7/08  
Clerk

*Jeff Crum*  
Mayor

(SEAL)



\_\_\_\_\_  
Manager (If Applicable)

CITY OF LAKE WORTH

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

\_\_\_\_\_  
Tammy K. Fields, Senior Assistant County Attorney  
Palm Beach County, Florida

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF BRINY BREEZES

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF BRINY BREEZES a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## TOWN OF BRINY BREEZES

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

TOWN OF BRINY BREEZES

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

TOWN OF BRINY BREEZES

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

**PALMBEACH COUNTY, FLORIDA, a Political Subdivision**

BOARD OF COUNTY COMMISSIONERS


By: \_\_\_\_\_  
Deputy Clerk

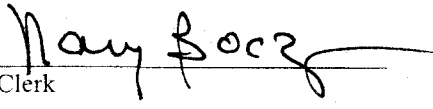
By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

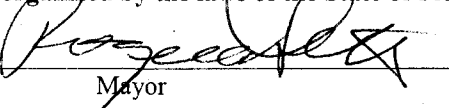
Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
  
Clerk

TOWN OF BRINY BREEZES, a municipality duly  
organized by the laws of the State of Florida

  
Mayor

(SEAL)

\_\_\_\_\_  
Manager (If Applicable)

TOWN OF BRINY BREEZES

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF MANALAPAN

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF MANALAPAN a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance



## TOWN OF MANALAPAN

funds for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY

TOWN OF MANALAPAN

14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
15. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

TOWN OF MANALAPAN

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

ATTEST:

SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALMBEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS


By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

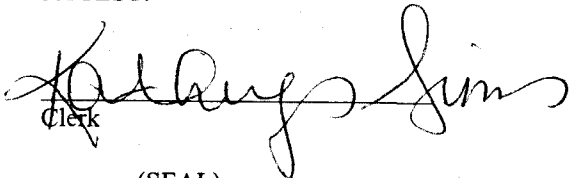
Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

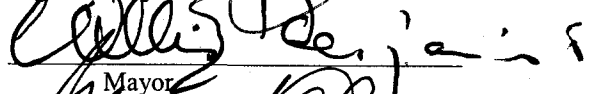
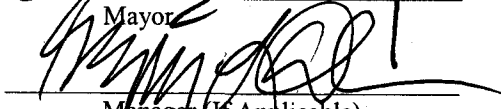
By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By:   
Edward Lowery, Director  
Housing and Community Development

ATTEST:

  
Clerk  
(SEAL)

TOWN OF MANALAPAN, a municipality duly  
organized by the laws of the State of Florida

  
Mayor  
  
Manager (If Applicable)

TOWN OF MANALAPAN

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

\_\_\_\_\_  
Tammy K. Fields, Senior Assistant County Attorney  
Palm Beach County, Florida

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF CLOUD LAKE

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF CLOUD LAKE a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## TOWN OF CLOUD LAKE

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

TOWN OF CLOUD LAKE

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

TOWN OF CLOUD LAKE

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALMBEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: Edward W. Lowery  
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
Dorothy C. Gravelin  
Clerk

TOWN OF CLOUD LAKE, a municipality duly  
organized by the laws of the State of Florida

Betty G. Jones  
Mayor

(SEAL)

N/A  
Manager (If Applicable)



TOWN OF CLOUD LAKE

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
CITY OF ATLANTIS

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and CITY OF ATLANTIS a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance

## CITY OF ATLANTIS

funds for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY...

CITY OF ATLANTIS

14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
15. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

CITY OF ATLANTIS

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
*[Signature]*  
Clerk

CITY OF ATLANTIS, a municipality duly  
organized by the laws of the State of Florida

*[Signature]*  
Mayor  
*[Signature]*  
Manager (If Applicable)

(SEAL)



CITY OF ATLANTIS

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

\_\_\_\_\_  
Tammy K. Fields, Senior Assistant County Attorney  
Palm Beach County, Florida

CITY OF ATLANTIS

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

ATTEST:

SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALMBEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: *Edward Lowery*  
Edward Lowery, Director  
Housing and Community Development

ATTEST:

CITY OF ATLANTIS, a municipality duly  
organized by the laws of the State of Florida

*Sharon R. Bock*  
Clerk

*[Signature]*  
Mayor  
*[Signature]*  
Manager (If Applicable)

(SEAL)



INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
CITY OF BELLE GLADE

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and ,CITY OF BELLE GLADE a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME



CITY OF BELLE GLADE

funds for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.

CITY OF BELLE GLADE

14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.
15. Any prior agreements or contracts regarding the duties and obligations of the parties enumerated herein are hereby declared to be null and void.

CITY OF BELLE GLADE

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

---

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

CITY OF BELLE GLADE

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: *Edward W. Lowery*  
Edward Lowery, Director  
Housing and Community Development

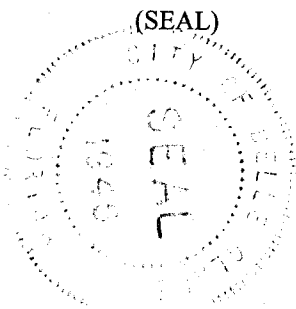
ATTEST:

*Dianne J. Carter*  
Clerk Deputy City Clerk

CITY OF BELLE GLADE, a municipality duly  
organized by the laws of the State of Florida

*Steve B. Wilson*  
Mayor Steve B. Wilson

\_\_\_\_\_  
Manager (If Applicable)



INTERLOCAL COOPERATION AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
TOWN OF GULF STREAM

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and TOWN OF GULF STREAM a municipality duly organized by 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) and Home Investment Partnerships Program (HOME) activities within the COUNTY, 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, it is mandated by Title I of the Housing and Community Development Act of 1974, as amended, 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, these Interlocal Cooperation Agreements are also required to implement HOME under Title II of the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the COUNTY desires to join with municipalities in order to carry out the planning and professional services necessary to implement the CDBG and HOME Programs during Federal Fiscal Years 2009, 2010, 2011; and

WHEREAS, the COUNTY and 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; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY for the purpose of implementing the Community Development Block Grant and HOME Programs.

NOW, THEREFORE, the parties hereby agree as follows:

1. The COUNTY and the MUNICIPALITY will cooperate so that the COUNTY may expend CDBG and HOME funds for eligible activities within the MUNICIPALITY during Federal Fiscal Years 2009, 2010, 2011 (including program income generated from expenditure of such funds) under Title I of the Housing and Community Development Act of 1974, as amended, and Title II of National Affordable Housing Act of 1990, as amended, and receive funds under these Acts.
2. The COUNTY and the MUNICIPALITY will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
3. With the MUNICIPALITY'S assistance, the COUNTY will prepare a Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD). The COUNTY will undertake or assist in undertaking all professional and administrative services necessary to prepare said application and other necessary documents, and the COUNTY will agree to take full responsibility and assume all obligations of an applicant. The COUNTY and the MUNICIPALITY agree that the COUNTY is hereby allowed to undertake or assist in undertaking essential community development and housing assistance activities within the MUNICIPALITY; however, the COUNTY has final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
4. The MUNICIPALITY and the COUNTY will take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and other applicable laws. The COUNTY shall not use CDBG or HOME funds for activities in or in support of any MUNICIPALITY that does not affirmatively

## TOWN OF GULF STREAM

further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

5. The MUNICIPALITY, by executing this Agreement, understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for Fiscal Years 2009, 2010, 2011; and may not participate in a HOME consortium except through the COUNTY.
6. 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 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.
7. The COUNTY, through its Department of Housing and Community Development, shall assist the MUNICIPALITY in undertaking all professional and administrative services necessary for the purposes of implementing CDBG or HOME activities, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
8. 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.
9. The MUNICIPALITY shall be responsible for notifying the COUNTY of any modification and/or change in the use of any real property (from that planned at the time of acquisition or improvement, including disposition) acquired or improved in whole or in part with CDBG or HOME funds that is within control of the MUNICIPALITY. Notification of the COUNTY shall take place within ten (10) days of said modification or change.

In the event that said real property as described above is sold, conveyed or transferred after the time of acquisition and/or improvement, and said real property is sold, conveyed or transferred for usage which does not qualify as eligible under CDBG or HOME regulations, the COUNTY shall be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of the property by the MUNICIPALITY.

In the event of a close-out or change of status of the MUNICIPALITY, termination of this Agreement, or disposition and/or transfer of any property improved or acquired with CDBG or HOME funds, the COUNTY shall be reimbursed by the MUNICIPALITY any program income generated prior to or subsequent to said close-out, termination or change of status.

10. The COUNTY and the MUNICIPALITY will comply with the Consolidated Plan and the implementing program as outlined in the Annual Consolidated Plan, which governs the expenditure of CDBG and HOME funds.
11. This Agreement shall give the COUNTY authority to carry out activities which will be funded from annual appropriations of CDBG and HOME entitlement funds and program income through Federal Fiscal Years 2009, 2010, 2011. The Agreement shall remain in effect until all CDBG funds, HOME funds and any program income received with respect to activities carried out during the three-year qualification period are expended, and the funded activities are completed, and that the COUNTY and MUNICIPALITY may not terminate or withdraw from the Agreement while it remains in effect.
12. This Agreement is contingent upon the COUNTY'S qualification as an "urban county" and award of funds under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.
13. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
14. A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

**TOWN OF GULF STREAM**

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

TOWN OF GULF STREAM

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

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller  
of the State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie Greene, Chairperson

Approved as to Form and Legal  
Sufficiency:

Approved as to Terms and Conditions  
Dept. of Housing and Community Development

By: \_\_\_\_\_  
Tammy K. Fields  
Senior Assistant County Attorney

By: Edward B. Lowery  
Edward Lowery, Director  
Housing and Community Development

ATTEST:  
Rita L. Taylor  
Clerk

(SEAL)

TOWN OF GULF STREAM, a municipality duly  
organized by the laws of the State of Florida

Walter H. Koehler  
Mayor  
Walter H. O'Neil  
Manager (If Applicable)



TOWN OF GULF STREAM

LEGAL CERTIFICATION BY PALM BEACH COUNTY

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

\_\_\_\_\_  
Tammy K. Fields, Senior Assistant County Attorney  
Palm Beach County, Florida