Agenda Item #: 6D-1

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

| Meeting Date: | July 11, 2023             | [ ] Consent<br>[ ] Ordinance | [X] Regular<br>[ ] Public Hearing |
|---------------|---------------------------|------------------------------|-----------------------------------|
| Department:   | Housing and Economic Deve | elopment                     |                                   |

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Amendment 002 to Interlocal Cooperation Agreements to participate in the Urban County Program related to U.S. Department of Housing and Urban Development (HUD) funding with the following 28 municipalities: City of Atlantis (R2014-1144), City of Belle Glade (R2014-1145), Town of Briny Breezes (R2014-1146), Town of Cloud Lake (R2014-1147), Village of Golf (R2014-1148), City of Greenacres (R2014-1149), Town of Glen Ridge (R2014-1150), Town of Gulfstream (R2014-1151), Town of Haverhill (R2014-1152), Town of Hypoluxo (R2014-1153), Town of Juno Beach (R2014-1154), Town of Jupiter Inlet Colony (R2014-1155), Town of Lake Clarke Shores (R2014-1156), Town of Lake Park (R2014-1157), City of Lake Worth Beach (R2014-1158), Town of Lantana (R2014-1159), Town of Loxahatchee Groves (R2014-1160), Town of Manalapan (R2014-1161), Town of Mangonia Park (R2014-1162), Village of North Palm Beach (R2014-1163), Town of Palm Beach (R2014-1165), Town of Palm Beach (R2014-1166), Village of Palm Springs (R2014-1167), City of Riviera Beach (R2014-1168), Village of Royal Palm Beach (R2014-1169), City of South Bay (R2014-1170), Town of South Palm Beach (R2014-1171), and the Village of Tequesta (R2014-1172);
- **B)** Amendment 001 to two (2) Interlocal Cooperation Agreements with the Town of Highland Beach (R2020-1226) and City of Westlake (R2020-1519); and
- C) An Interlocal Cooperation Agreement with the Town of Ocean Ridge.

Summary: To receive funding under the Federal Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs from HUD, Palm Beach County must requalify every three (3) years for HUD's designation as an Urban County Program. The County's current designation will expire September 30, 2024, and a new application for requalification for Program Years 2024-2026 is now due to HUD. HUD requires that the County invite all 32 eligible local municipalities to participate in the Program via Interlocal Cooperation Agreements. The Agreements automatically renew every three (3) years unless a party opts out. For the 32 eligible local municipalities, 30 have agreed to renewal of their existing Agreements and have executed Amendments to incorporate new HUD required language. The City of Pahokee has elected to opt out of the County program beginning October 2024 in favor of pursuing CDBG funds from the State. The Town of Ocean Ridge has agreed to participate for the first time and has executed an Interlocal Cooperation Agreement to do so. The other seven (7) municipalities receive funding directly from HUD and do not participate in the Urban County Program. (City of Boca Raton, City of Boynton Beach, City of Delray Beach, Town of Jupiter, City of Palm Beach Gardens, Village of Wellington and City of West Palm Beach). CDBG funds require no local match. HOME funds require a local match which is provided by program income from the State Housing Initiatives Partnership Program. ESG funds require a local match which is provided by funded agencies, the Division of Human Services, and the Department of Housing and Economic **Development.** Countywide (HJF)

**Background and Policy Issues:** Due to its designation by HUD as an Urban County, Palm Beach County receives annual entitlement of Federal funds under the CDBG, HOME, and ESG Programs. HUD has advertised the commencement of the requalification process for Fiscal Years 2024-2026 and outlined the processes to be undertaken by the County to successfully re-qualify as an Urban County. **Continued on page 3.** 

# Attachment(s):

- 1. Amendments to Interlocal Cooperation Agreements with 30 municipalities
- Interlocal Cooperation Agreement with the Town of Ocean Ridge

| Recommended By | : Sonothan Brown               | 6/14/2023 |
|----------------|--------------------------------|-----------|
| _              | Department Director            | Date      |
| Approved By:   | Dones M. Hill                  | 9/23/2023 |
| -              | Assistant County Administrator | 'Date     |

# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

| Fi   | scal Years                           | 2023            | 2024        | 2025         | 2026         | 2027       |
|--|--------------------------------------|-----------------|-------------|--------------|--------------|------------|
| С  | apital Expenditures                  |                 |             |              |              |            |
| 0  | perating Costs                       |                 |             |              |              |            |
| E  | xternal Revenues                     |                 |             |              |              |            |
| Р  | rogram Income                        |                 |             |              |              |            |
| In   | -Kind Match (County)                 |                 |             |              |              |            |
| N  | ET FISCAL IMPACT                     |                 |             |              |              |            |
|  | ADDITIONAL FTE OSITIONS (Cumulative) |                 |             |              |              |            |
| Is Item Included In Current Budget? Yes No<br>Does this Item include the use of Federal funds? Yes _X No         |                                      |                 |             |              |              |            |
| Budg   | et Account No.:                      |                 |             |              |              |            |
| Fund   | Dept Unit _                          | Object _        | Progra      | am Code/Pe   | eriod        |            |
|  |                                      |                 |             |              |              |            |
| B.   | Recommended Source                   | es of Funds/    | Summary o   | f Fiscal Im  | pact:        |            |
|  | No fiscal impact associ              | ated.           |             |              |              |            |
| C. Departmental Fiscal Review:  Valerie Alleyne, Division Director II  Finance and Administrative Services, DHED |                                      |                 |             |              |              |            |
|  |                                      | III. <u>REV</u> | IEW COMM    | ENTS         |              |            |
| A.   | OFMB Fiscal and/or 0                 | Contract Deve   | elopment aı | nd Control : | Comments:    |            |
|  | ASDUAL 61<br>OFMB GA (E/K) (B)       | 15/23<br>2 G/15 | Contrac     | t Developm   | ent and Cont | on 6/2/12: |
| В.   | Legal Sufficiency:                   |                 | track       | éla/23 [     |              | $\bigcup$  |
| Assistant County Attorney  C. Other Department Review:   |                                      |                 |             |              |              |            |
|  | Department Director                  |                 |             |              |              |            |

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Page 3 July 11, 2023 Urban County Program Amendments/Agreement

Background and Policy Issues Continued: During the previous three (3) year period covering Fiscal Years 2021-2023, the County received a total of \$29,776,765 in Federal funds from HUD under the CDBG (\$19,911,653), HOME (\$8,146,228) and ESG (\$1,718,884) Programs. These funds were used to fund community development, economic development, and housing activities which predominantly benefitted very low-, low- and moderate-income households and other eligible persons including the homeless.

## AMENDMENT 002 TO THE AGREEMENT WITH CITY OF ATLANTIS

Amendment 002, effective as of July 11, 2023, by and between Palm Beach County (County), and the City of Atlantis (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1144) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1197) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

#### A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

## B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first written above: CITY OF ATLANTIS, a municipality duly organized and existing by virtue of the laws of the State of Florida ATTES Brian Moree, City Manager (COUNTY SEAL BELOW) PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida **BOARD OF COUNTY COMMISSIONERS** ATTEST: JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller Gregg K. Weiss, Mayor Document No.: \_ Deputy Clerk Approved as to Form and Approved as to Terms and Conditions Legal Sufficiency Dept. of Housing and Economic Sustainability Howard J. Falcon, III, Sherry Howard Chief Assignant County Attorney Deputy Director

# AMENDMENT 002 TO THE AGREEMENT WITH CITY OF BELLE GLADE

Amendment 002, effective as of July 11, 2023, by and between Palm Beach County (County), and the City of Belle Glade (Municipality).

# WITNESSETH:

**WHEREAS**, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1145) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1198) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

## A. <u>DELETE THE FOLLOWING CLAUSE 11:</u>

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

## B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | CITY OF BELLE GLADE, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|---|
| ATTEST:  By: Myly of Jessica Eigueroa, City Clerk                   | By: Steve B. Wilson, Mayor  By: Diana Hughes, City Manager  Acting  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS     |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                           |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By: Sherry Howard Deputy Director   |

# AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF BRINY BREEZES

Amendment 002, effective as of July 11, 2023, by and between Palm Beach County (County), and the Town of Briny Breezes (Municipality).

## WITNESSETH:

**WHEREAS**, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1146) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1199) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

## A. <u>DELETE THE FOLLOWING CLAUSE 11:</u>

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

## **B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:**

| (MUNICIPAL SEAL BELOW)  | TOWN OF BRINY BREEZES, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|---|
| ATTEST:   | By: Samuel Gene Adams, Mayor  |
| By: <u>Sandi Außne</u><br>Sandi DuBose, Town Clerk                  | By: Music Hasher Bill Thrasher, Town Manager  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida<br>BOARD OF COUNTY COMMISSIONERS |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                             |
| By: Howard J./Falcon, III, Chief Assistant County Attorney          | By: Sherry Howard Deputy Director   |

## AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF CLOUD LAKE

Amendment 002, effective as of \_\_\_\_\_\_\_\_\_, by and between Palm Beach County (County), and the Town of Cloud Lake (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1147) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1200) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

## A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The Country shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further for housing within its invisidation as about the Municipality and the Country of the Country of the Municipality and the Country of the Country of the Municipality and the Country of the Country of the Municipality and the Country of the Country o further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first written above:

| (MUNICIPAL SEAL BELOW)  | TOWN OF CLOUD LAKE, a municipality duly organized and existing by virtue of the laws of the State of Florida           |
|---|--|
| ATTEST:   | By: Russell E. Nidy, Mayor  By: Mary C. Gravelin, Town Clerk   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS              |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller                                   | By:<br>Gregg K. Weiss, Mayor   |
| By:<br>Deputy Clerk   | Document No.:  |
| Approved as to Form and Legal Sufficiency  By: Howard J. Falcon, III, Chief Assistant County Attorney | Approved as to Terms and Conditions Dept. of Housing and Economic Sustainability  By:  WSherry Howard  Deputy Director |

# **AMENDMENT 002 TO THE AGREEMENT WITH VILLAGE OF GOLF**

Amendment 002, effective as of July 11, 2023, by and between Palm Beach County (County), and the Village of Golf (Municipality).

## WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1148) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1201) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

## A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

## **B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:**

| (MUNICIPAL SEAL BELOW)  | VILLAGE OF GOLF, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|---|
| ATTEST:  By:   Donn Lynn, Village Clerk                             | By:  Michael E. Botos, Mayor  By:  Christine M. Thrower-Skinner,  Village Manager                         |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                       |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By: Sherry Howard Deputy Director   |

# **AMENDMENT 002 TO THE AGREEMENT WITH CITY OF GREENACRES**

Amendment 002, effective as of <u>July 11, 2023</u>, by and between Palm Beach County (County), and the City of Greenacres (Municipality).

## WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1149) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1202) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

## A. <u>DELETE THE FOLLOWING CLAUSE 11:</u>

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  ATTEST:                                     | CITY OF GREENACRES, a municipality duly organized and existing by virtue of the laws of the State of Florida  By:  Joel Flores, Mayor |
|---|---|
| By: Quintella Moorer, City Clerk                                    | By: Mulle Andrea McCue, City Manager  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS                             |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability   |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By: Sherry Howard Deputy Director   |

## AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF GLEN RIDGE

Amendment 002, effective as of <u>July 11, 2023</u>, by and between Palm Beach County (County), and the Town of Glen Ridge (Municipality).

## WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1150) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1203) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

# A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

## B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | TOWN OF GLEN RIDGE, a<br>municipality duly organized and existing by<br>virtue of the laws of the State of Florida |
|---|--|
| ATTEST:   | By: Alice McLane, Mayor  By: John J. Deal, Town Manager/Clerk  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS          |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor   |
| By:<br>Deputy Clerk   | Document No.:  |
| Approved as to Form and Legal Sufficiency                           | Approved as to Terms and Conditions Dept. of Housing and Economic Sustainability                                   |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:S IndoorBy:By:By:   |

## AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF GULFSTREAM

Amendment 002, effective as of <u>uu 11, 2023</u>, by and between Palm Beach County (County), and the Town of Gulfstream (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1151) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1204) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

#### A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | TOWN OF GULFSTREAM, a municipality duly organized and existing by virtue of the laws of the State of Florida    |
|---|---|
| By: W. Sleneé Basel, Town/Clerk                                     | By: Scott Morgan, Mayor  By: Greg Dunham, Town Manager  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida<br>BOARD OF COUNTY COMMISSIONERS |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and Legal Sufficiency                           | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                             |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By: Sherry Howard Deputy Director   |

# **AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF HAVERHILL**

Amendment 002, effective as of July 11, 2123 , by and between Palm Beach County (County), and the Town of Haverhill (Municipality).

## WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1152) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1205) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

## A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | TOWN OF HAVERHILL, a municipality duly organized and existing by virtue of the laws of the State of Florida          |
|---|--|
| ATTEST:  By: Jean F. Wible, Town Clerk  | By:  Jay Foy, Mayor  By:  Tracey L. Stevens, Town Administrator  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida<br>BOARD OF COUNTY COMMISSIONERS      |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller                                   | By:<br>Gregg K. Weiss, Mayor   |
| By:<br>Deputy Clerk   | Document No.:  |
| Approved as to Form and Legal Sufficiency  By: Howard J. Falcon, III, Chief Assistant County Attorney | Approved as to Terms and Conditions Dept. of Housing and Economic Sustainability  By:  Sherry Howard Deputy Director |
| Chief Assistant County Attorney   | Deputy Director  |

# AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF HYPOLUXO

Amendment 002, effective as of \_, by and between Palm Beach County (County), and the Town of Hypoluxo (Municipality).

#### WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1153) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1206) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

#### A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | TOWN OF HYPOLUXO, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|--|
| ATTEST:   | By: Michael C. Brown, Mayor/Town Manager   |
|   | By: Dixie Gualtieri,/Town Clerk/Asst. Admin.   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida                             |
|   | BOARD OF COUNTY COMMISSIONERS  |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor   |
| By:<br>Deputy Clerk   | Document No.:  |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions Dept. of Housing and Economic Sustainability                           |
| By: Howard J. Falcon, III, Chieft Assistant County Attorney         | By:  |

# AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF JUNO BEACH

Amendment 002, effective as of <u>luu | 2f23</u>, by and between Palm Beach County (County), and the Town of Juno Beach (Municipality).

## WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1154) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1207) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

## A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| 70 m 52   |  |
|---|--|
| (MUNICIPAL SEAL BELOW)  | TOWN OF JUNO BEACH, a municipality duly organized and existing by virtue of the laws of the State of Florida |
| ATTEST:   | By: Alexander Cooke, Mayor   |
| By:<br>Caitlin E. Copeland-Rodriguez,<br>Town Clerk                 | By:  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS    |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor   |
| By:<br>Deputy Clerk   | Document No.:  |
|   | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                          |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:  |

# AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF JUPITER INLET COLONY

Amendment 002, effective as of Juli, 2023, by and between Palm Beach County (County), and the Town of Jupiter Inlet Colony (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1155) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1208) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

# A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at

24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first written above:

| (MUNICIPAL SEAL BELOW)  | TOWN OF JUPITER INLET COLONY, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|--|
| ATTEST:   | By: Dr. Daniel J. Comerford, III, Mayor  |
| By Aubsaches Rand<br>Ivelisse Chico-Randazzo,<br>Town Clerk         | Kevin Lucas, Town Administrator  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida   |
|   | BOARD OF COUNTY COMMISSIONERS  |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor   |
| By: Deputy Clerk  | Document No.:  |
| Approved as to Form and Legal Sufficiency                           | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                                    |
| By: Howard J. Falcon, III,  | By:  |

**Deputy Director** 

Chief Assistant County Attorney

# AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF LAKE CLARKE SHORES

Amendment 002, effective as of \_\_\_\_\_\_\_\_, by and between Palm Beach County (County), and the Town of Lake Clarke Shores (Municipality).

## WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1156) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1209) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

**WHEREAS**, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

## A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at

24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

| (MUNICIPAL SEAL BELOW)  ATTEST:                                     | By:  Gregory P Freebold, Mayor  |
|---|---|
| By: Mary Pinkerman, Town Clerk                                      | By:   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida<br>BOARD OF COUNTY COMMISSIONERS |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and Legal Sufficiency                           | Approved as to Terms and Conditions Dept. of Housing and Economic Sustainability                                |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By: Sherry Howard Deputy Director   |

## AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF LAKE PARK

Amendment 002, effective as of <u>July 11, 2623</u>, by and between Palm Beach County (County), and the Town of Lake Park (Municipality).

#### WITNESSETH:

**WHEREAS**, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1157) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1210) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

**WHEREAS**, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

## A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| STAKE PARA  |   |
|---|---|
| (MUNICIPAL SEAL BELOW)  | TOWN OF LAKE PARK, a municipality duly organized and existing by virtue of the laws of the State of Florida |
| ATTEST:   | By: Nulsa Roger Michaud, Mayor  |
| By: Vivian Mendez, Town Clerk                                       | By: John O. D'Agostino, Town Manager  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida                              |
|   | BOARD OF COUNTY COMMISSIONERS   |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                         |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:   |

## AMENDMENT 002 TO THE AGREEMENT WITH CITY OF LAKE WORTH BEACH

Amendment 002, effective as of July 11, 2023, by and between Palm Beach County (County), and the City of Lake Worth Beach (Municipality).

## WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1158) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1211) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

# A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

## B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MILINICIDAL CEAL SEL OVA)  | OITY OF LAWE MODILI DEADLE   |
|---|--|
| (MUNICIPAL SEAL BELOW)  | CITY OF LAKE WORTH BEACH, a municipality duly organized and existing by virtue of the laws of the State of Florida |
| ATTEST:   | By: Betty Resch, Mayor   |
| By: Helissc Agre City Clerk   | By: Carmen Davis, City Manager   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida                                     |
|   | BOARD OF COUNTY COMMISSIONERS  |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor   |
| By:<br>Deputy Clerk   | Document No.:  |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                                |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:  |

# AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF LANTANA

Amendment 002, effective as of Luli 2023, by and between Palm Beach County (County), and the Town of Lantana (Municipality).

#### WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1159) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1212) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

## A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  ATTEST:                                     | TOWN OF LANTANA, a municipality duly organized and existing by virtue of the laws of the State of Florida  By: Karen Lythgoe, Mayor |
|---|---|
| By: <u>Athlen Dominguez</u> , Town Clerk                            | By: <u>Mu M. Julian</u><br>Brian K. Raducci, Town Manager   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida<br>BOARD OF COUNTY COMMISSIONERS                     |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability   |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:  Sherry Howard  Deputy Director   |

# AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF LOXAHATCHEE GROVES

Amendment 002, effective as of \_\_\_\_\_\_\_\_, by and between Palm Beach County (County), and the Town of Loxahatchee Groves (Municipality).

## WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1160) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1213) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

## A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

## B. <u>REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:</u>

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at

| (MUNICIPAL SEAL BELOW)  | TOWN OF LOXAHATCHEE GROVES, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|--|
| ATTEST:   | By: Saura Danowski, Mayor  |
| By: <u>Classa</u> Da<br>Lakisha Q. Burch, Town Clerk                | By: Francine Ramaglia, Town Manager  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida<br>BOARD OF COUNTY COMMISSIONERS      |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor   |
| By:<br>Deputy Clerk   | Document No.:  |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                                  |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:  |

#### AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF MANALAPAN

Amendment 002, effective as of July 11, 2823 , by and between Palm Beach County (County), and the Town of Manalapan (Municipality).

#### WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1161) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1214) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

# A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

#### B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | TOWN OF MANALAPAN, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|---|
| ATTEST:   | Stewart Satter, Mayor   |
| By: Erika Petersen, Town Clerk                                      | By: Linda A. Stumpf, Town Manager   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida                              |
|   | BOARD OF COUNTY COMMISSIONERS   |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                         |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:  Sherry Howard  Deputy Director   |

#### AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF MANGONIA PARK

Amendment 002, effective as of July 11, 2023, by and between Palm Beach County (County), and the Town of Mangonia Park (Municipality).

#### WITNESSETH:

**WHEREAS**, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1162) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1215) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

#### A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | TOWN OF MANGONIA PARK, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|---|
| ATTEST:  By: Sherry Albury, Town Clerk                              | By:  William H. Albury, VI, Mayor  By:  Kenneth Metcalf, Town Manager   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida                                  |
|   | BOARD OF COUNTY COMMISSIONERS   |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                             |
| By: Howard J. Farcon, III.  | By:   |

# AMENDMENT 002 TO THE AGREEMENT WITH VILLAGE OF NORTH PALM BEACH

Amendment 002, effective as of \_\_\_\_\_\_\_\_\_, by and between Palm Beach County (County), and the Village of North Palm Beach (Municipality).

#### WITNESSETH:

**WHEREAS**, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1163) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1216) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

# A. <u>DELETE THE FOLLOWING CLAUSE 11:</u>

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | VILLAGE OF NORTH PALM BEACH, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|---|
| ATTEST:   | By: David Norris, Mayor   |
| By: Jessica Green, Village Clerk                                    | By: Mul Syllage Manager   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida<br>BOARD OF COUNTY COMMISSIONERS       |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                                   |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:   |

# AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF PALM BEACH

Amendment 002, effective as of <u>July 11, 2023</u>, by and between Palm Beach County (County), and the Town of Palm Beach (Municipality).

#### WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1165) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1218) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

**WHEREAS**, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

#### A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | TOWN OF PALM BEACH, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|--|
| ATTEST:  By Churue  Kelly Churhey, Acting Town Clerk                | By: Danielle H. Moore, Mayor  By: Kirk Blouin, Town Manager  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS    |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor   |
| By:<br>Deputy Clerk   | Document No.:  |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                          |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:  |

# AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF PALM BEACH SHORES

Amendment 002, effective as of \_\_\_\_\_\_\_, by and between Palm Beach County (County), and the Town of Palm Beach Shores (Municipality).

#### WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1166) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1219) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

# A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL  | TOWN OF PALM BEACH SHORES, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|---|
| ATTEST:   | By: Alan Fiers, Mayor   |
| By: Jude Goudreau, Town Clerk                                       | By: Wendy Wells, Town Administrator   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS           |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                                 |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:   |

# AMENDMENT 002 TO THE AGREEMENT WITH VILLAGE OF PALM SPRINGS

Amendment 002, effective as of July (1, 2023 , by and between Palm Beach County (County), and the Village of Palm Springs (Municipality).

# WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1167) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1220) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

# A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

#### B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | VILLAGE OF PALM SPRINGS, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|---|
| By: Moule of Strains  | By:  By:  Michael Bornstein, Village Manager  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida                                       |
|   | BOARD OF COUNTY COMMISSIONERS   |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                               |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:   |

# AMENDMENT 002 TO THE AGREEMENT WITH CITY OF RIVIERA BEACH

Amendment 002, effective as of <u>July 11, 2013</u>, by and between Palm Beach County (County), and the City of Riviera Beach (Municipality).

#### WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1168) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1221) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

# A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first written above:

| (MUNICIPAL SEAL BELOW)  | CITY OF RIVIERA BEACH, a<br>municipality duly organized and existing by<br>virtue of the laws of the State of Florida |
|---|---|
| ATTEST:  By: Jawana Smith, Interim City Clerk                       | By: August August Ronnie L. Felder, Mayor  By: Jonathan E. Evans, City Manager  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS             |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                                   |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:   |
| REVIEWED AS TO LEGAL SUFFICIENCY                                    |   |

DAWN SWYNN, ESQ.

# AMENDMENT 002 TO THE AGREEMENT WITH VILLAGE OF ROYAL PALM BEACH

Amendment 002, effective as of July 11, 2013, by and between Palm Beach County (County), and the Village of Royal Palm Beach (Municipality).

#### WITNESSETH:

**WHEREAS**, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1169) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1222) (the "Amendment"); and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS,** both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

#### A. <u>DELETE THE FOLLOWING CLAUSE 11:</u>

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | VILLAGE OF ROYAL PALM BEACH, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|---|
| ATTEST:  By: Diane DiSanto, Village Clerk                           | By: Fred Pinto, Mayor  By: Raymond C. Liggins, Village Manager  |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS             |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                                   |
| By: Howard J. Falcon, III,  | By:   |

# **AMENDMENT 002 TO THE AGREEMENT WITH CITY OF SOUTH BAY**

Amendment 002, effective as of <u>July 11, 2023</u>, by and between Palm Beach County (County), and the City of South Bay (Municipality).

#### WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1170) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1223) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

# A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| (MUNICIPAL SEAL BELOW)  | CITY OF SOUTH BAY, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|---|
| ATTEST:  By: Vicky Bel Bosquez, City Clerk                          | By: Joe Kyles, Mayor  By: Leondrae D. Camel, City Manager   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS   |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                         |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:Sherry Howard Deputy Director  |

#### AMENDMENT 002 TO THE AGREEMENT WITH TOWN OF SOUTH PALM BEACH

#### WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1171) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1224) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

#### A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

#### B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| OUTH VALUE BEI  |  |
|---|--|
| MUNICIPAL SEA BELOVA  | TOWN OF SOUTH PALM BEACH, a municipality duly organized and existing by virtue of the laws of the State of Florida |
| ATTEST: 100 ATTEST  | By: Bernice Fischer, Mayor   |
| By: Yude Davesport, Town Clerk                                      | By: Robert Kellogg, Town Manager   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a<br>Political Subdivision of the State of Florida                                     |
|   | BOARD OF COUNTY COMMISSIONERS  |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor   |
| By:<br>Deputy Clerk   | Document No.:  |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                                |
| By: Howard J. Falcon, III, Chief Assistant County Attorney          | By:  Sherry Howard  Deputy Director  |

# AMENDMENT 002 TO THE AGREEMENT WITH VILLAGE OF TEQUESTA

#### WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1172) (the "Agreement") with the Municipality on August 19, 2014, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1225) (the "Amendment"); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement, and Amended to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

#### A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

| MUNICIPAL SEAL BREOWS   | VILLAGE OF TEQUESTA, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|---|
| ATTEST: INCORPORATED VVE 4, 199 OF FLORING                          | By: Molly Young, Mayer  |
| By: Ai-Maullan Lori McWilliams, Village Clerk                       | By:   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida                                   |
|   | BOARD OF COUNTY COMMISSIONERS   |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor  |
| By:<br>Deputy Clerk   | Document No.:   |
| Approved as to Form and   | Approved as to Terms and Conditions   |
| Legal Sufficiency   | Dept. of Housing and Economic Sustainability  |

# AMENDMENT 001 TO THE AGREEMENT WITH TOWN OF HIGHLAND BEACH

Amendment 001, effective as of \_\_\_\_\_\_\_, 2023\_\_\_\_\_, by and between Palm Beach County (County), and the Town of Highland Beach (Municipality).

#### WITNESSETH:

**WHEREAS**, Palm Beach County entered into an Interlocal Cooperation Agreement (R2020-1226) (the "Agreement") with the Municipality on August 25, 2020, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2021- 2023; and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

# A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

# B. <u>REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:</u>

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any

activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

| (MUNICIPAL SEAL BELOW)  | TOWN OF HIGHLAND BEACH, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|--|
| ATTEST: SEAL  FLORIDA  By: Cuel Lanelda Gaskins, Town Clerk         | By: Matasha Moore, Mayor  By: Marshal Labadie, Town Manager  Approved as to form and legal                       |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS        |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor   |
| By:<br>Deputy Clerk   | Document No.:  |
| Approved as to Form and Legal Sufficiency                           | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                              |
| By: Howard J. Falcon, III,  | By:  |

# AMENDMENT 001 TO THE AGREEMENT WITH CITY OF WESTLAKE

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2020-1519) (the "Agreement") with the Municipality on October 6, 2020, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2021- 2023; and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

# A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

#### B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any

activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 001 to be executed on the date first written above:

| (MUNICIPAL SEAL BELOW)  | CITY OF WESTLAKE, a municipality duly organized and existing by virtue of the laws of the State of Florida |
|---|--|
| ATTEST:  By:   Zoie P. Burgess, City Olerk                          | By: JohnPaul O'Connor, Wayor  By: Kenneth Cassel, City Manager   |
| (COUNTY SEAL BELOW)   | PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS  |
| ATTEST: JOSEPH ABRUZZO,<br>Clerk of the Circuit Court & Comptroller | By:<br>Gregg K. Weiss, Mayor   |
| By:<br>Deputy Clerk   | Document No.:  |
| Approved as to Form and<br>Legal Sufficiency                        | Approved as to Terms and Conditions<br>Dept. of Housing and Economic Sustainability                        |
| By: Howard J. Felcon, III, Chief Assistant County Attorney          | By:  |

**Deputy Director** 

# INTERLOCAL COOPERATION AGREEMENT BETWEEN PALM BEACH COUNTY AND TOWN OF OCEAN RIDGE

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

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

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

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

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

**WHEREAS**, the County desires to join with the Municipality in order to carry out the planning and professional services necessary to implement the CDBG, ESG and HOME Programs; and

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

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

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

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

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

1. This Agreement covers the CDBG, ESG and HOME Programs and pertains to funds that the County is qualified to receive from HUD under said Programs for Federal Fiscal Years 2024, 2025 and 2026 which cover the three-year urban county qualification period beginning on October 1, 2024, and ending on September 30, 2027 (hereinafter the "Qualification Period"). This Agreement shall remain in effect until the CDBG, ESG and HOME funds and program income received (with respect to activities carried out during the Qualification Period and during any subsequent

three-year qualification periods covered by any renewal of this Agreement) are expended and the funded activities are completed. Neither the Municipality nor the County may terminate, or withdraw from, this Agreement while it remains in effect.

2. This Agreement shall be automatically renewed for a three-year qualification period at the end of the Qualification Period and at the end of each subsequent qualification period unless either party provides the other party a written notice in which it elects not to participate in a new qualification period. If such notice be given, the party electing not to participate shall also send a copy of the written notice to the HUD field office with jurisdiction over the County.

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

- 3. While this Agreement is in full force and effect, during the Qualification Period and during any subsequent three-year qualification periods covered by any renewal of this Agreement, the County and the Municipality agree to amend this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements as set forth by HUD in its Urban County Qualification Notices applicable to all subsequent three-year qualification periods, and to provide HUD such amendments as provided in the Urban County Qualification Notices. Failure to comply with the aforesaid shall void the automatic renewal of this Agreement.
- 4. The Municipality, by executing this Agreement, understands that:
  - (a) It may not apply for any grants from appropriations under the State of Florida CDBG Program for fiscal years during the period in which it participates in the County's CDBG Program.
  - (b) It may receive a formula allocation under the HOME Program only through the County. Even if the County does not receive a HOME formula allocation, the Municipality understands that it may not receive HOME Program funds from a HOME consortium with other local governments. This, however, does not preclude the County or the Municipality from applying to the State of Florida for HOME Program funds if the State of Florida so allows.
  - (c) It may receive a formula allocation under the ESG Program only through the County. This, however, does not preclude the County or the Municipality from applying to the State of Florida for ESG Program funds if the State of Florida so allows.
- 5. This Agreement is contingent upon the County's qualification as an "urban county" under the CDBG Program as determined by HUD, as well as HUD's award of funds under the CDBG, ESG and HOME Programs.
- 6. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. The County and the Municipality also agree to cooperate to enable the County to expend CDBG, ESG and HOME Program funds on eligible activities within the Municipality's jurisdiction during the Qualification Period and during any subsequent qualification periods covered by the renewal of this Agreement.
- 7. The Municipality shall assist and cooperate with the County in the preparation of the HUD required Consolidated Plan for the use of CDBG, ESG, and HOME Program funds. The County shall prepare the Consolidated Plan application and other necessary documents, and shall take full responsibility and assume all obligations as the applicant. The County and the Municipality agree to comply with said Consolidated Plan and implement activities as outlined in the Action Plan approved by HUD for the use of CDBG, ESG, and HOME Program funds. The County and the Municipality agree that the County is hereby permitted to undertake or assist in undertaking essential community development and housing assistance activities

within the Municipality's jurisdiction.

- 8. The County, through its Department of Housing and Economic Development, shall assist the Municipality in undertaking all professional and administrative services necessary for the purposes of implementing activities of the CDBG, ESG and HOME Programs, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
- Pursuant to 24 CFR 570.50l(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement as described in 24 CFR 570.503.
- 10. The Municipality may not sell, trade, or otherwise transfer all or any portion of CDBG Program funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG Program funds in exchange for any other funds, credits or non-Federal considerations, but must use such CDBG Program funds for activities under Title I of the Housing and Community Development Act of 1974, as amended.
- 11. The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-R
- 12. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Municipality represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Municipality shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Municipality retaliate against any person for reporting instances of such discrimination. The Municipality shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Municipality understands and agrees that a material violation of this clause shall be

- considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Municipality shall include this language in its subcontracts.
- 13. The Municipality has adopted, and is enforcing, a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and the Municipality has adopted, and is enforcing, a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
- 14. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 15. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.
- 16. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county or municipal officers.
- 17.A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials. (MUNICIPAL SEAL BELOW) TOWN OF OCEAN RIDGE, a municipality duly organized and existing by virtue of the laws of the State of Florida By: Lynne Ladner, Town Manager own Clerk (COUNTY SEAL BELOW) PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida **BOARD OF COUNTY COMMISSIONERS** ATTEST: SHARON R. BOCK, Ву: Clerk & Comptroller Gregg K. Weiss, Mayor Document No.: \_ Deputy Clerk

> Approved as to Terms and Conditions Dept. of Housing and Economic Development

Sherry Howard Deputy Director Up Shoto

Approved as to Form and

Hawara J. Falcon, III, Chief Assistant County Attorney

Legal Sufficiency

Ву:

# LEGAL CERTIFICATION BY PALM BEACH COUNTY

| As Legal Counsel for Palm Beach County, Florida, I hereby state that the terms and provisions of this Agreement entered into on by and between Palm Beach County and <b>Town of Ocean Ridge</b> are fully authorized under State and local law, and that the Agreement provides full legal authority for Palm Beach County to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. |
|--|
| Howard J. Falcon, III, Chief Assistant County Attorney Palm Beach County, Florida  |