

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 11, 2025

Consent

Regular

Ordinance

Public Hearing

Department: Housing and Economic Development

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Cooperation Agreement (Agreement) with the City of Pahokee (City).

Summary: To receive funding under the Federal Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs from the United States Department of Housing and Urban Development (HUD), Palm Beach County (County) must requalify every three (3) years for designation as an Urban County Program. The County's current designation for Program Years 2024-2027 was approved by the Board of County Commissioners (BCC) on July 11, 2023 (R2023-0982 through R2023-1012). The City elected to opt out of the Program beginning October 2024 in favor of pursuing CDBG funds from the State of Florida. The City has now elected to rejoin the Program for the remainder of Program period, from October 1, 2025 to September 30, 2027, and has executed an interlocal agreement to do so. District 6 (HJF)

Background and Justification: Due to its designation by HUD as an Urban County, the County receives annual entitlement of Federal funds under the CDBG, HOME, and ESG Programs. The overall goal of these programs is to develop viable urban communities by providing decent housing, suitable living environments, while expanding economic opportunities. The grants are used to fund community development, economic development, and housing activities as directed by the BCC through the annual consolidated planning process. The activities predominantly benefit households with incomes no greater than 80% of Area Median Income (\$85,650 for a family of four), as well as other eligible persons including the homeless.

Attachment:

1. Interlocal Cooperation Agreement with the City of Pahokee
 2. June 8, 2023 Letter from City Opting Out of Urban County Program
-

Recommended By:


Department Director

1/10/2025
Date

Approved By:


Assistant County Administrator

1-25-25
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No
 Does this Item include the use of State funds? Yes X No

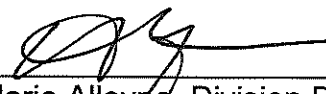
Budget Account No.:

Fund Dept Unit Object Program Code/Period

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

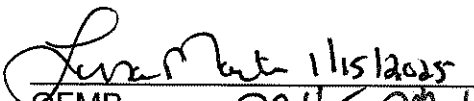
No fiscal impact associated.

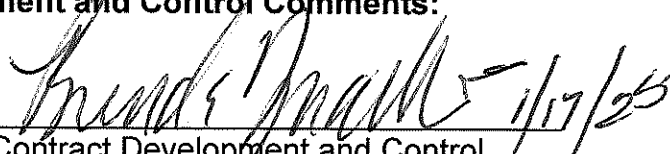
C. Departmental Fiscal Review:


 Valerie Alleyne, Division Director II
 Finance and Administrative Services, DHED

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


 OFMB DA 1/15 OA 1/15


 Contract Development and Control 1/17/25
 26 1.17.25

B. Legal Sufficiency:


 Chief Assistant County Attorney 1/23/25

C. Other Department Review:

 Department Director

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

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
City of Pahokee**

THIS AGREEMENT made and entered into on February 11, 2025, by and between **Palm Beach County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **City of Pahokee**, a municipality duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Municipality".

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

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

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

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

WHEREAS, the County desires to join with the Municipality in order to carry out the planning and professional services necessary to implement the CDBG, ESG and HOME Programs during Federal Fiscal Years 2025 and 2026; and during subsequent Federal Fiscal Years; and

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

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

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

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

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

1. The City of Pahokee has elected to rejoin Palm Beach County's Urban County Program for the second and third year of the urban county qualification period to commence on October 1, 2025, and ending on September 30, 2027 (hereinafter the "Qualification Period"). 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 2025 and 2026. 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 remaining two-year 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 remaining two year 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.
9. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement as described in 24 CFR 570.503.
10. The Municipality may not sell, trade, or otherwise transfer all or any portion of CDBG Program funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG Program funds in exchange for any other funds, credits or non-Federal considerations, but must use such CDBG Program funds for activities under Title I of the Housing and Community Development Act of 1974, as amended.
11. The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, 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.
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.

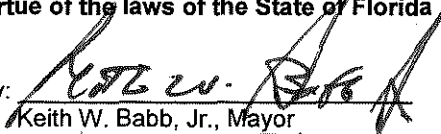
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

(MUNICIPAL SEAL BELOW)

**City of Pahokee, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

ATTEST:

By: 
Keith W. Babb, Jr., Mayor

By: 
Nylene Clarke, City Clerk

By: 
Michael E. Jackson, Interim City Manager

(COUNTY SEAL BELOW)

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

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

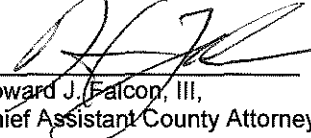
By: _____
Maria G. Marino, Mayor

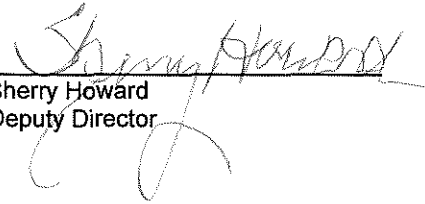
By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

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

By: 
Howard J. Falcon, III,
Chief Assistant County Attorney

By: 
Sherry Howard
Deputy Director

LEGAL CERTIFICATION BY PALM BEACH COUNTY

As Legal Counsel for Palm Beach County, Florida, I hereby state that the terms and provisions of this Agreement entered into on _____ by and between Palm Beach County and **City of Pahokee** 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



Keith W. Babb, Jr.
MAYOR

Clara "Tasha" Murvin
VICE-MAYOR

Rodney Lucas
CITY MANAGER

Tijauna Warner
CITY CLERK

"Building a City and Community of Choice"

207 Begonia Dr.
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Fax: (561) 924-8140

www.cityofpahokee.com

COMMISSIONERS:

Derrick Boldin

Juan Gonzalez

Sara Perez

Burnadette Norris-Weeks
CITY ATTORNEY

8th June 2023

Carlos Serrano
Director of Strategic Planning & Operations
Palm Beach County Department of Housing & Economic Sustainability
100 Australian Avenue, 5th Floor
West Palm Beach, Florida 33406

Re: City of Pahokee CDBG/HUD Urban County Program

Dear Mr. Serrano:

The City of Pahokee has chosen to forego participating in Palm Beach County Department of Housing & Economic Sustainability.

The City will not be participating in the Urban County Program. The City of Pahokee will be applying for the State of Florida Department of Economic Opportunity Small Cities Program – CDBG Funding.

Although we will not be participating in the PBC Department of Housing & Economic Sustainability/ HUD Urban County Program, we look forward to continuing our overall successful relationship with you.

If you have any further questions or concerns, please do not hesitate to contact us at 561.924.553 ext. 2000 or RLucas@cityofpahokee.com.

Respectfully,

Rodney D. Lucas,
City Manager

cc: Jongelene Adams, Deputy City Manager
Joseph Martin, Finance Director
Pegy Boule-Washington, Dir. Community & Economic Development
Nohemi Polanco, Building Planning & Zoning Manager
Jonathon Brown, Dir. DHES, PBC DHES
Sherry Howard, Asst. Dir. DHES, PBC DHES