



VILLAGE OF NORTH PALM BEACH SPECIAL SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, AUGUST 20, 2020
5:00 PM

Susan Bickel
Mayor

Mark Mullinix
Vice Mayor

David B. Norris
President Pro Tem

Darryl C. Aubrey
Councilmember

Deborah Searcy
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

In accordance with Executive Order No. 20-91 issued by Governor Ron DeSantis on April 1, 2020, all senior citizens and individuals with a significant underlying medical condition are ordered to stay at home and limit the risk of exposure to COVID-19. The Order further indicates that all persons in Florida shall limit their personal interactions outside of their homes to only those necessary to obtain or provide essential services or conduct essential activities. Similarly, the Centers for Disease Control and Prevention guidance advises that all individuals adopt far-reaching social distancing measures, including avoiding gatherings of more than 10 people. Therefore, in accordance with Executive Order No. 20-69 issued by the Governor on March 20, 2020, the Village of North Palm Beach shall be conducting this meeting utilizing communications media technology. The members of the Village Council will not be physically present in the Council Chambers and shall be participating virtually. Members of the public may participate in the meeting via internet access or by telephone as set forth below.

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

To join meeting by computer (video & audio) click or type the following link in address bar:

<https://us02web.zoom.us/j/88430073252?pwd=dTV4a0xVOFcwTVJZY3FrdDljczh5Zz09>

Meeting ID: 884 3007 3252

Password: 959527

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 884 3007 3252

Password: 959527

Public Comments: Public comments can be submitted by filling out the public comment form that can be accessed by clicking the following link [Public Comment Card](#). Public comments can also be made by leaving a voice message at 561-904-2126. All public comments will be read into the record at the Public Comment portion of the meeting.

For full detailed instructions on how to the join the meeting by either telephone or by computer please see the Village of North Palm Beach Village Council webpage or click on the following links:

[Instructions for attending Village Council Meeting by phone](#)

[Instructions for attending Village Council Meeting by computer](#)

AGENDA

ROLL CALL

COUNCIL BUSINESS MATTERS

- 1. RESOLUTION 2020-50** – Approving an Amendment to the Interlocal Agreement with Palm Beach County for participation in the Urban County Program; and authorizing execution of the Amendment.

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Members of the Village Council

FROM: Andrew D. Lukasik, Village Manager

DATE: August 20, 2020

SUBJECT: **RESOLUTION** – Interlocal Agreement Renewal with Palm Beach County for Urban County Program for FY2021-2023.

The Village has been a party to an Interlocal Agreement with Palm Beach County that enables the Village's participation in the Urban County Program to access funds under the Community Development Block Grant (CDBG), Home Investment Partnership (HOME) Program, and Emergency Shelter Grant (ESG) Program. Village Staff recommends continued participation in this program as it assists in meeting the goals outlined in the Housing Element of the Village's Comprehensive Plan. Renewal of the Interlocal Agreement is required by August 25, 2020.

Background:

Since 1974, Palm Beach County has used the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program to help fund and develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate-income persons. Palm Beach County's Department of Housing and Community Development, in coordination with municipalities, non-profit agencies, and other service providers, has devised innovative approaches that have resulted in a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Some examples of CDBG-funded activities are the provision of public services to disabled persons, children, elderly persons, and the homeless; the implementation of capital improvement projects to help alleviate flooding in low-lying areas, provide potable water, sidewalks, and recreation facilities to lower income neighborhoods; and the provision of economic development assistance. CDBG funds have also been instrumental in implementing the Single Family Rehabilitation Program, operated by Housing & Community Development (HCD) Housing Rehabilitation Section, to rehabilitate eligible single-family owner occupied homes.

Village Benefits:

In participating in the CDBG program with the County, the Village lends its population count to allow greater pull of participants and increases the available funding for municipalities with a population count fewer than 50,000.

Attached is the proposed Interlocal Cooperation Agreement, which authorizes the Village's participation in the Palm Beach County Urban County Program. Council approval will ensure our participation with the County for a three-year period, beginning in FY2021. This will enable the Village and our residents to continue to access the Community Development Block Grant (CDBG) program and the Home Investment Partnerships (HOME) program funds as a part of the Palm Beach County Entitlement Jurisdiction. These funds are generally targeted to benefit persons/families that are deemed to be low and moderate-income. Palm Beach County Housing

and Community Development (HCD) manages the administration of the funds and ensures compliance with HUD guidelines. Activities eligible for funding include (among others):

- Capital Improvements Projects
- Economic Development Initiatives
- Emergency repairs to housing
- Housing Rehabilitation
- Public Services
- Homeless and homeless prevention activities
- Mortgage Subsidies for First-Time Buyers

An attached map indicates the location of low/moderate income areas within the Village. This section of the Village, in particular, could be eligible for funding assistance. Participation in the program could be extremely beneficial given the interest in redevelopment of the Twin City Mall site and the ability to access economic development incentives through the program. It should also be noted that inclusion in the Urban County Program does not preclude the Village from making future development decisions that are in the community's best interest.

Execution of the Amendment to the Interlocal Agreement, which includes additional language mandated by the Department of Housing and Urban Development (HUD), allows for the Village's continued participation in the program.

The attached Resolution and Interlocal Agreement have been prepared and/or reviewed for legal sufficiency reviewed by the Village Attorney.

Recommendation:

Village Staff recommends Village Council adoption of the attached Resolution approving an Amendment to the Interlocal Cooperation Agreement with Palm Beach County for participation in the Urban County Program and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH PALM BEACH COUNTY FOR PARTICIPATION IN THE URBAN COUNTY PROGRAM; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach currently participates in the Palm Beach County Urban Grant Program (“Program”) whereby the Village and its residents are eligible to receive Community Development Block Grant Program, Emergency Solution Grant and Home Investment Partnership Program funds pursuant to an Interlocal Agreement executed in 2014; and

WHEREAS, the Village’s continued participation in the Program requires the execution of an Amendment to the Agreement; and

WHEREAS, the Village Council determines that the execution of the Amendment is in the interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified and are incorporated herein.

Section 2. The Village Council approves an Amendment to the Interlocal Cooperation Agreement with Palm Beach County for participation in the Urban Grant Program, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Amendment on behalf of the Village.

Section 3. All resolutions or parts of resolution in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**AMENDMENT 001 TO THE AGREEMENT WITH VILLAGE OF NORTH PALM
BEACH**

Amendment 001, 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 Village of North Palm Beach on August 19, 2014, to formalize the Village of North Palm Beach's participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017; and

WHEREAS, the Agreement is renewable every three years and is now due for renewal; and

WHEREAS, the Department of Housing and Urban Development (HUD) has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2021-2023 that all interlocal agreements should contain specific language regarding Section 3 of the Housing and Community Development Act of 1968; and

WHEREAS, the Interlocal Cooperation 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 approved on August 19, 2014, 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 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, 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.

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)

**VILLAGE OF NORTH PALM BEACH, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

ATTEST:

By: _____
Susan Bickel, Mayor

By: _____
Jessica Green, Village Clerk

By: _____
Andy Lukasik, Village 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: _____
Dave Kerner, Mayor

By: _____
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

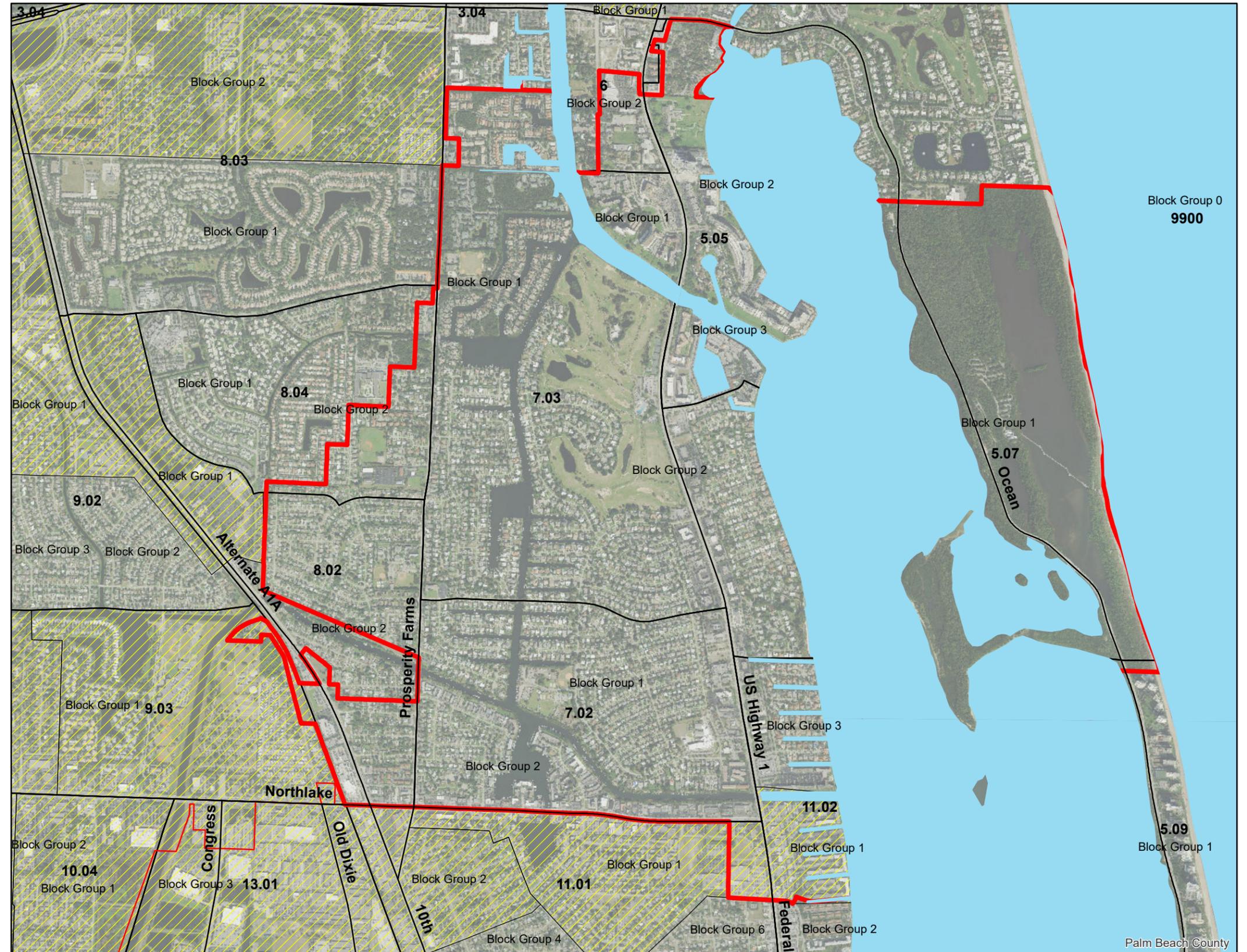
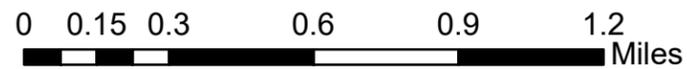


Palm Beach County Community Development Block Grant Program Village of North Palm Beach Low and Moderate Income Area Map

Legend

- Low/Mod Income Areas
- Municipal Boundaries
- Water Bodies
- Major Roads

Source: 2011-2015 American Community Survey (Low/Mod Income)



Note: CDBG Eligible is defined as an area with 51% or more low and moderate income persons

Prepared by PBC Department of Housing and Economic Sustainability - June 2020



April 17, 2020

Mr. Andy Lukasik, Village Manager
Village of North Palm Beach
501 US Highway One
North Palm Beach, FL 33408

RE: Urban County Qualification Process FYs 2021 - 2023

Dear Mr. Lukasik:

On August 19, 2014, the Board of County Commissioners (BCC) executed an interlocal cooperation agreement (R2014-1163) with the Village of North Palm Beach as part of the Urban County Qualification Process for Federal Fiscal Years 2015-2017. Under this Agreement, the Village of North Palm Beach agrees to participate with the County in the creation of the Urban County jurisdiction for the receipt of federal community development funds from the U.S. Department of Housing and Urban Development (HUD).

The Agreement states, "*The agreement shall be automatically renewed at the end of the qualification period and at the end of each subsequent qualification period unless either party provides a written notice in which it elects to not participate in a new qualification period.*" The current three year qualifying period will expire on September 30, 2021 and would renew to cover the October 1, 2021 to September 30, 2024 time period.

Please advise of the Village's intent to continue participation in the Urban County jurisdiction during the FY 2021-2023 period, or of the Village's intent to terminate the Agreement. If it is your intent to renew the agreement, please note that HUD has amended one of the clauses in the original agreement to promote adherence to Section 3 of the Housing and Urban Development Act of 1968.

Section 3 seeks to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Applicability of Section 3 requirements is limited to activities funded by HUD programs.

If you intend to renew the agreement, please execute the enclosed four (4) copies of the amendment to our interlocal cooperation agreement,

**Department of
Housing & Economic
Sustainability**

Strategic Planning

100 Australian Avenue - Suite #500

West Palm Beach, FL 33406

(561) 233-3600

www.pbcgov.com/hes

**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth,
Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



and return them to the Department of Housing and Economic Sustainability (DHES) no later than May 29, 2020.

Please address your response to the Director, PBC Department of Housing and Economic Sustainability, with a copy to HUD's Miami Field Office addressed as follows:

Ann D. Chavis, Director
Community Planning & Development Division
U.S. Department of Housing and Urban Development
909 SE 1st Avenue, Room 500
Miami, FL 33131

Please contact Carlos Serrano, Director of Strategic Planning and Operations, at (561) 233-3608 or cserrano@pbcgov.org, if you have any questions concerning this letter.

Sincerely,

A handwritten signature in green ink that reads "Jonathan B. Brown".

Jonathan B. Brown, Director
Department of Housing and Economic Sustainability

Enclosures

CC: Jessica Green, Village Clerk, Village of North Palm Beach
Sherry Howard, Deputy Director, DHES

RESOLUTION 2014-40

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH PALM BEACH COUNTY FOR PARTICIPATION IN THE URBAN COUNTY PROGRAM TO ACCESS COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP PROGRAM AND EMERGENCY SOLUTIONS GRANT FUNDS; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of North Palm Beach currently participates in the Palm Beach County Urban County Program whereby the Village and its residents are eligible to receive Community Development Program Block Grant ("CDBG"), Emergency Solutions Grant ("ESG") and Home Investment Partnerships Program ("HOME") funds; and

WHEREAS, the Village's continued participation in the Urban County Program requires the execution of an Interlocal Cooperation Agreement with Palm Beach County, the agency responsible for administering the funds and ensuring compliance with federal requirements; and

WHEREAS, the Village Council determines that the execution of the Interlocal Cooperation Agreement and its continued participation in the Urban County Program is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified and are incorporated herein.

Section 2. The Village Council hereby approves the Interlocal Cooperation Agreement with Palm Beach County for participation in the Urban County Program, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Interlocal Cooperation Agreement on behalf of the Village.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 26TH DAY OF JUNE, 2014.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

R2014-1163

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

THIS AGREEMENT made and entered into on AUG 19 2014, by and between **Palm Beach County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Village of North Palm Beach**, a municipality duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the "Municipality".

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

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

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

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

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

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

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

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

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

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

1. This Agreement covers the CDBG, ESG and HOME Programs and pertains to funds that the County is qualified to receive from HUD under said Programs for Federal Fiscal Years 2015, 2016 and 2017 which cover the three-year urban county qualification period beginning on October 1, 2015, and ending on September 30, 2018 (hereinafter the "Qualification Period"). This Agreement shall remain in effect until the CDBG, ESG and HOME funds and program income

received (with respect to activities carried out during the Qualification Period and during any subsequent three-year qualification periods covered by any renewal of this Agreement) are expended and the funded activities are completed. Neither the Municipality nor the County may terminate, or withdraw from, this Agreement while it remains in effect.

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

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

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

County and the Municipality agree that the County is hereby permitted to undertake or assist in undertaking essential community development and housing assistance activities within the Municipality's jurisdiction.

8. The County, through its Department of Economic Sustainability, shall assist the Municipality in undertaking all professional and administrative services necessary for the purposes of implementing activities of the CDBG, ESG and HOME Programs, including preparation of all applications and other necessary documents, planning and other administrative activities, as required.
9. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement as described in 24 CFR 570.503.
10. The Municipality may not sell, trade, or otherwise transfer all or any portion of CDBG Program funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG Program funds in exchange for any other funds, credits or non-Federal considerations, but must use such CDBG Program funds for activities under Title I of the Housing and Community Development Act of 1974, as amended.
11. The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975), the Americans with Disabilities Act of 1990 and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.
12. The Municipality agrees that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.
13. The Municipality has adopted, and is enforcing, a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and the Municipality has adopted, and is enforcing, a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
14. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

(MUNICIPAL SEAL BELOW)

VILLAGE OF NORTH PALM BEACH, a municipality duly organized and existing by virtue of the laws of the State of Florida

ATTEST:

By: *Darryl C. Aubrey*
Darryl C. Aubrey, Mayor

By: *Melissa Teal*
Melissa Teal, Village Clerk

By: *James P. Kelly*
James P. Kelly, Esq., Village Manager

(COUNTY SEAL BELOW)

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

ATTEST: SHARON R. BOCK
Clerk & Comptroller

By: *Priscilla A. Taylor*
Priscilla A. Taylor, Mayor

By: *Tracy Powell*
Deputy Clerk

Document No.: **R2014-1163**

AUG 19 2014

Approved as to Form and Legal Sufficiency

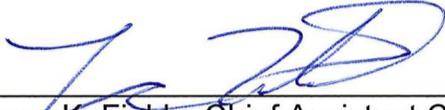
Approved as to Terms and Conditions
Department of Economic Sustainability

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

By: *Sherry Howard*
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 8/19/14 by and between **Palm Beach County** and **Village of North Palm Beach** are fully authorized under State and local law, and that the Agreement provides full legal authority for Palm Beach County to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.



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