

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2909.23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN'S PARTICIPATION IN MIAMI-DADE COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR THE PURPOSES OF SUPPORTING THE COUNTY'S APPLICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Development Block Grant (CDBG) Program is authorized by the Housing and Community Development act of 1974; and

WHEREAS, the Town wishes to support the County's application by participating as a municipality in the County's jurisdiction; and

WHEREAS, the Town Council finds that the Town's support of the County's application for the CDBG Program is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Participation Approved. The Town's participation in the Miami-Dade County Community Development Block Grant (CDBG) Program for the purposes of supporting the County's application is hereby authorized and approved in the form attached as Exhibit "A" ("Agreement").

Section 3. Implementation. That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately

upon adoption.

Sponsored by the **Town Administration**.

The Motion to adopt the foregoing Resolution was offered by Councilmember Luskin, seconded by Councilmember Mendal and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Judy Luskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 30th day of November, 2023.

ATTEST:

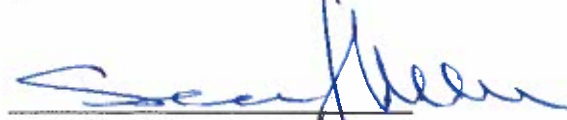


LISSETTE PEREZ
TOWN CLERK



MAYOR GLENN SINGER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 30, 2023

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

4

Ref: Resolution No. 2909.23 – Authorizing the Town’s Participation in
Miami-Dade County’s Community Development Block (CDBG)
Program

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2909.23 as presented.

Background:

The Community Development Block Grant (CDBG) Program was created by Title I of the Housing and Community Development Act of 1974. Miami-Dade County is applying for the CDBG Program and has asked the Town to participate to assist with them with the application process.

Fiscal Impact:

None.

Resolution Number #__1058-11_____
Awarded Amount \$ _____

**URBAN QUALIFICATION COOPERATION AGREEMENT FOR THE MIAMI-DADE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS
PROGRAM FUNDS FOR FISCAL YEARS 2024, 2025 AND 2026**

**BETWEEN
MIAMI-DADE COUNTY
AND
TOWN OF GOLDEN BEACH**

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida through its Department of Public Housing and Community Development hereinafter referred to as "PHCD" and having its principal offices at 701 N.W. 1st Court, 14th Floor, Miami, Florida 33136, hereinafter referred to as "County", and TOWN OF GOLDEN BEACH, hereinafter referred to as "City" and having offices at 1 Golden Beach Drive, Golden Beach, Florida, 33160 and telephone number of (305) 932-0744, collectively referred to as the "Parties", states, conditions and covenants for the participation of City in the Community Development Block Grant, Home Investment Partnerships and Emergency Shelter Grant programs, which are administered by the Department of Housing and Urban Development ("HUD"), as part of the County's jurisdiction.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant ("CDBG") Program is authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting and development of viable urban communities. Program regulations are at 24 CFR Part 570; and

WHEREAS, the Home Investment Partnerships program ("HOME") is authorized under [Title II of the Cranston-Gonzalez National Affordable Housing Act](#), as amended. Program regulations are at [24 CFR Part 92](#); and

WHEREAS, the Emergency Shelter Grant ("ESG") program is authorized by the McKinney-Vento Homeless Assistance Act, as amended. Program regulations are at 24 CFR Part 576.

WHEREAS, the CDBG, HOME and ESG programs shall collectively be referred to as the "Federal Funds"; and

WHEREAS, the City desires to participate in the CDBG, HOME and ESG programs as a participating municipality in the County's jurisdiction; and

WHEREAS, the County is desirous of the City participating in the CDBG, HOME and ESG programs as part of the County's Entitlement jurisdiction; and

WHEREAS, it is mutually beneficial to each of the Parties hereto for the County to administer and execute the provisions of this Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinances and state and federal law; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has indicated that the County and City may cooperate as an Urban County Joint Entitlement Recipient in administration of CDBG, HOME and ESG; and

WHEREAS, County and City are required to execute a cooperation agreement, or renew an existing cooperation agreement, for the City's participation in the County's jurisdiction for Federal Funds for each three-year qualification period ("Qualification Period"); and

WHEREAS, the governing bodies of the County and the City have authorized the execution of this Agreement by the Chief Executive Officer of the County and City, respectively; and

WHEREAS, this Agreement shall be accompanied by a legal opinion from the County's counsel that the terms and provisions of this Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County; and

WHEREAS, the County intends to further include within the Urban County the City,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City, by executing this Agreement, agrees that:
 - a. City may receive an allocation under the CDBG and HOME Programs through the County's Request for Application Process. If the County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. (Note: this does not preclude the County or the City from applying for State HOME funds if the State allows.); and
 - b. City may not apply for grants from appropriations under the State CDBG Program for the fiscal years City participates in the County's CDBG program; and
 - c. City may receive an allocation under the ESG program only through the County, However, City may apply to the State for ESG funds, if the State allows.
2. This Agreement shall cover the County Qualification Period for Fiscal Years 2024, 2025, and 2026 for which the County is to qualify to receive Federal Funds. This Agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period and any successive qualification periods pursuant to automatic renewal of this Agreement) are expended and the funded activities completed, and the County and the City cannot terminate or withdraw from this Agreement while the Agreement remains in effect.
3. This Agreement may be automatically renewed for successive three-year Qualification periods at the discretion of the County unless the County or the City provides written notice that it elects not to extend City's participation for the new Qualification Period. The City and County agree that a copy of such notice shall be timely sent to the HUD Field Office.
4. By the date specified in the HUD's Urban County Qualification Notice for each Qualification Period, the County will notify the City in writing of its right not to participate. A copy of the County's notification to City shall be sent to the HUD Field Office by the date specified in the Urban County Qualification schedule located in any applicable Urban County Qualification Notice for a Qualification Period.
5. The Parties agree that they will timely execute any amendments to the Agreement necessary to comply with the requirements for cooperation agreements, including those for automatic renewals, set forth in the current Urban County Qualification Notice, attached as Exhibit A, or future urban county qualification notices from HUD for the current or any future Qualification Period. The Parties further agree that any amendment so executed will be timely submitted to HUD as required by the Urban County Qualification CPD Notice 23-02, issued on April 10, 2023 and expiring on April 10, 2024. Failure to comply with the requirements of this section may cause the County to void the automatic renewal for the applicable qualification period.
6. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

7. The County and City shall take all actions necessary to assure compliance with the County's certification under section 104(b) of Title I of the Housing and Urban Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. The County and City 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 regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County and City are obligated to sign the assurances and certifications in HUD-424-B.
8. Under no circumstances shall the Federal Funds be used for activities in, or in support of, any participating municipality, including City, that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
9. The City acknowledges that the County has final responsibility and authority for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. The City agrees that during the term of this Agreement, the City will fully support the implementation of the County's Consolidated Plan and any amendments.
10. The City affirms that it has adopted and is enforcing:
 - a. 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
 - b. 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 demonstration within the City.
11. Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
12. The County shall take the final responsibility and assume all the obligation of application for assistance under the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, including the analysis of needs, the setting of objectives, the development of the HUD Consolidated Plan and Action Plans, and any other documents, assurances, or certificates as required by HUD, subject to change in legislation or regulations.
13. Funds for housing and community development activities shall be expended in a manner to reflect the needs of low to moderate-income groups pursuant to the Housing and Community Development Act 1974, as amended.
14. All records of the County or City related to this Agreement and any projects undertaken pursuant thereto shall, upon reasonable notice, be available for inspection by HUD, County and/or City auditors during the normal business hours.
15. This agreement shall be binding upon the Parties hereto and their successors and assigns.
16. The City and the County acknowledge that it may be necessary to dispose of real property that was originally acquired or improved in whole or in part using Federal Funds. The City agrees that it shall notify the County within thirty (30) days regarding any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement, including disposition.

The City acknowledges that federal regulations may require a public hearing or other process prior to modifying, changing the use or disposing of such real property.

17. **Indemnification.** The County shall not assume any liability for the acts, omissions to act or negligence of the City, its agent, servants, or employees; nor shall the City exclude liability for its own acts, omissions to act, or negligence arising out of the City's performance pursuant to this Agreement. The City shall indemnify and hold harmless the County and its officers, employees and agents or instrumentalities from any and all liabilities, losses or damages, agents or of any kind nature arising out of, relating or resulting from performance of this Agreement by the Awardee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the County, where applicable, including appellate proceedings, and shall pay all cost, judgments, and attorney's fees which may issue thereon. The City expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Awardee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is indented to serve as a waiver of sovereign immunity by the County nor shall anything herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement.

18. The County and City agree that neither the County nor the City shall sell, trade, or otherwise transfer all or any such portion of the Federal Funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

IN WITNESS THEREOF, the parties hereto have caused this five (5) page contract to be executed by their undersigned officials as duly authorized, this 17th day of November 2023.


AWARDEE:
TOWN OF GOLDEN BEACH
BY: [Signature]
NAME: Alexander Diaz

TITLE: Manager
DATE: 11-15-2023

APPROVED AS TO FORM:
BY: [Signature]
NAME: Melissa Galle
TITLE: Assistant County Attorney
DATE: 11/16/2023

MIAMI-DADE COUNTY
BY: [Signature]
MORRIS COPELAND, CPM
CHIEF COMMUNITY SERVICES OFFICER
NAME: MIAMI-DADE COUNTY, FL

TITLE: Chief Community Services Officer
DATE: 11/16/2023

ATTEST:

Juan Fernandez-Barguin
CLERK OF THE COURT AND COMPTROLLER
BY: [Signature] 11/17/2023
DEPUTY CLERK
Anthony Lavadie - e302751



Passed, Adopted and approved this _____ day of _____ 2023

ATTEST
BY: [Signature]
(Signature)
Lissette Perez
Type or Print Name
City Clerk

TOWN OF GOLDEN BEACH:

Mayor

APPROVED AS TO FORM:
BY: [Signature]
City Attorney

AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES