



Town Council Agenda Report

SUBJECT: Resolution

TITLE OF AGENDA ITEM:

A Resolution of the Town of Davie, Florida, authorizing the Mayor to execute an Agreement between the Town of Davie and Broward County, for administration of the Town's CDBG-funded Single-Family Housing Rehabilitation Program; and providing an effective date.

REPORT IN BRIEF:

The *Consolidated Plan for Federal Funds 1997-2002* adopted by the Town Council in 1997, contains an annual allocation of Community Development Block Grant (CDBG) funds for a Town-wide "Single-Family Rehabilitation Program" that provides deferred loans to eligible low/moderate-income homeowners to make needed home repairs, and replace existing substandard and leaking roofs. This program supplements the State Housing Initiatives Partnership (SHIP) funded Minor Home Repair Program, which has successfully rehabilitated twenty two (22) homes.

The Housing and Community Development Office has explored the most cost effective method of implementing the CDBG-funded Single-Family Housing Rehabilitation program given the staffing limitations, and determined that a collaborative Agreement with Broward County would be the most expeditious and economical way to accomplish the Town's housing rehabilitation objectives. The County has implemented a successful CDBG-funded Rehabilitation Program for many years, is fully staffed and equipped for the implementation of this program, and has provided contractual rehabilitation services to other municipalities.

The County will provide the following services to the Town for \$1,154 per single-family home rehabilitated, (not to exceed \$15,000 in total service-delivery costs): financial eligibility reviews, preliminary inspections, preparation of cost write-ups and bid specifications, conducting loan closings, overseeing bidding, and conducting construction inspections. Using the County's existing program would be more cost effective than hiring an outside consulting firm, or shifting existing personnel from their duties to undertake the financial income-eligibility, cost-estimating, loan closings, and construction phases of the work.

The Town's Housing and Community Development Coordinator will continue to handle the housing counseling and referrals, project oversight, financial approvals, IDIS drawdowns, and reporting to HUD.

PREVIOUS ACTIONS:

None. This is a new program.

CONCURRENCES:

The Agreement is contingent upon ratification by the Broward County Board of Commissioners.

FISCAL IMPACT:

Funding is Appropriated in the CDBG Budget - Residential Rehabilitation Account 001-0406-515-66.03 for FY 1997, 1998, & 1999.

RECOMMENDATION(S): Motion to approve the Resolution.

Attachment(s): Resolution and Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY FOR ADMINISTRATION OF THE TOWN'S CDBG-FUNDED SINGLE-FAMILY HOUSING REHABILITATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie became an Entitlement Recipient of Federal Community Development Block Grant (CDBG) Funds in 1997 and the Town adopted the *Consolidated Plan for Federal Funds 1997-2002*; and

WHEREAS, The Town of Davie established the renovation of the existing housing stock and the provision of financial assistance to low/moderate-income families, as as one of it's *Consolidated Plan* goals; and

WHEREAS, the Community Development Block Grant (CDBG) Program adopted by the Town Council contains an annual allocation of funds for a Town-wide "Single-Family Housing Rehabilitation Program" that provides financial assistance (deferred loans) to eligible low/moderate-income homeowners to make needed home repairs, and replace existing substandard and leaking roofs; and

WHEREAS, the Housing and Community Development Office has explored the most cost effective method of implementing this program giving the staffing limitations, and determined that a collaborative Agreement with Broward County would be the most expeditious and economical way to accomplish the Town's housing rehabilitation objectives; and

WHEREAS, the County has successfully implemented a CDBG-funded Rehabilitation Program for many years, is fully staffed and equipped for the implementation of this program, and has provided contractual rehabilitation services to other municipalities; and

WHEREAS, the County will provide the following services to the Town for \$1,154 per single-family home rehabilitated, (not to exceed \$15,000 in service-delivery costs): financial eligibility reviews, preliminary inspections, preparation of cost write-ups and bid specifications, conducting loan closings, overseeing bidding, and conducting construction inspections.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1: The Town Council of the Town of Davie does hereby authorize the Mayor to execute said Agreement with Broward County for administration of the Town's Single-Family Housing Rehabilitation Program, a copy of which is attached hereto as Exhibit "1".

SECTION 2: This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

EXHIBIT “1”

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

**ADMINISTRATION OF THE
TOWN OF DAVIE’S
SINGLE-FAMILY HOUSING REHABILITATION
PROGRAM**

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

ADMINISTRATION OF THE
TOWN OF DAVIE'S
SINGLE-FAMILY HOUSING REHABILITATION PROGRAM

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

TOWN OF DAVIE, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "TOWN."

WHEREAS, COUNTY administers a Housing Rehabilitation Program for the unincorporated area of Broward County and other jurisdictions as part of its Community Development Block Grant ("CDBG") programs; and

WHEREAS, TOWN also receives CDBG funds and wishes to implement a Housing Rehabilitation Program for properties within municipal limits; and

WHEREAS, TOWN is desirous of procuring the services of COUNTY for the implementation and administration of a Housing Rehabilitation Program within the TOWN; and

WHEREAS, COUNTY, through the Community Development Division, is willing to perform such services pursuant to the terms and conditions hereafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and TOWN agree as follows:

1. COUNTY RESPONSIBILITIES:

- 1.1 COUNTY agrees to administer TOWN's CDBG Housing Rehabilitation Program in accordance with the terms and conditions contained in Exhibit "A," Scope of Services, attached hereto ("Services").
- 1.2 COUNTY shall perform the Services set forth in Exhibit "A" through its Community Development Division, or any successor division as may be designated by the County Administrator.
- 1.3 COUNTY shall perform the Services set forth in Exhibit "A" in accordance with the COUNTY's Housing Rehabilitation Program guidelines. Accordingly, the

- 1.5 COUNTY shall be responsible for the resolution of contractor and/or property owner disputes in accordance with the COUNTY's Housing Rehabilitation Program policies. County shall promptly notify TOWN of any disputes and their resolution.
- 1.6 Beginning on December 31, 1999, and each quarter thereafter for which this agreement is in effect, COUNTY shall be responsible for furnishing TOWN with a quarterly report on the loans extended. Such report shall be provided no later than ten (10) working days after the end of the quarter. The quarterly report shall include the applicants' names, addresses, contract amounts, closing dates, income, family size, number of bedrooms in the units rehabilitated, elderly status, and female head of household status.
- 1.7 COUNTY shall assist TOWN with marketing efforts and any required advertisements. COUNTY shall provide TOWN with any existing or current housing brochures and any other required information to enable the success of the Program.

2. TOWN RESPONSIBILITIES:

- 2.1 TOWN agrees to transfer to COUNTY the authority to administer TOWN's CDBG Housing Rehabilitation Program.
- 2.2 TOWN shall be responsible for receiving referrals for the rehabilitation of housing for properties within municipal boundaries and forwarding the referrals to COUNTY in writing.
- 2.3 In accordance with Exhibit "B," TOWN agrees to have available One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00) in Contractual Cost allocation for the purpose of providing qualified applicants with loans for housing rehabilitation.
- 2.4 TOWN shall be responsible for processing loan proceeds and contractor request(s) for payment(s) received from COUNTY. Requests for drawdown of loan proceeds and requests for payment vouchers shall be in the form set forth in Exhibits "C" and "D", respectively, attached hereto and made a part hereof.
- 2.5 TOWN shall be responsible for monitoring the properties after rehabilitation to ensure compliance with CDBG and federal requirements for properties which have been rehabilitated with CDBG funds under TOWN's Housing Rehabilitation Program.

3. FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY:

It is specifically understood and agreed that all rights and powers as may be vested in the TOWN pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of TOWN not specifically addressed by this Agreement, shall be retained by TOWN.

4. COMPENSATION:

- 4.1 In accordance with Exhibit "B," TOWN agrees to reimburse COUNTY for the Services pursuant to Exhibit "A" in the total amount of Fifteen Thousand and

5. TERM OF AGREEMENT:

- 5.1 This Agreement shall become effective upon execution by COUNTY and shall continue in full force and effect until midnight, September 30, 2000.
- 5.2 This Agreement shall remain in full force and effect unless written notice of termination by COUNTY or TOWN is provided pursuant to Section 8, TERMINATION, and Section 9, NOTICES.
- 5.3 Provided a termination has not occurred pursuant to Section 8 herein, COUNTY's responsibilities shall survive expiration of this Agreement until all case files have achieved final close-out.

6. INDEMNIFICATION:

TOWN shall be responsible solely for the negligence of TOWN's agents, servants and employees. COUNTY shall be responsible solely for the negligence of COUNTY's agents, servants and employees.

7. INSURANCE:

- 7.1 For the term of this Agreement, TOWN shall maintain in full force and effect insurance policy(ies) or self insurance funds in the minimum amount stated in §768.28, Florida Statutes. Where such coverage is provided by purchased insurance, the insurer shall be authorized to transact business in the state of Florida.
- 7.2 TOWN shall provide to the COUNTY, upon execution of this Agreement and each anniversary date thereof, certification of the insurance required therein.

8. TERMINATION:

- 8.1 This Agreement may be terminated by either party for convenience upon thirty (30) days written notice or for cause upon ten (10) days written notice to the other party pursuant to Section 9, NOTICES.
- 8.2 In the event this Agreement is terminated, COUNTY shall have ten (10) working days to forward to TOWN a report outlining the loans extended up until the termination date in the form set forth in Section 1.6.
- 8.3 In the event this Agreement is terminated, COUNTY shall forward to TOWN all documentation and files related to TOWN's Housing Rehabilitation Program.

9. NOTICES:

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage repaid, first class and certified, return receipt requested, addressed as follows:

IF TO COUNTY:

Director, Broward County Community Development Division

IF TO TOWN:

Housing and Community Development Coordinator
Town of Davie
6591 Orange Dive
Davie, FL 33314

10. MISCELLANEOUS PROVISIONS:

- 10.1 Assignment: COUNTY shall perform the Services provided for in this Agreement exclusively and solely for the TOWN which is a party to this Agreement. TOWN shall not have the right to assign this Agreement.
- 10.2 Waiver: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 10.3 Severability: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
- 10.4 Entire Agreement: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any prior representations or agreements, whether oral or written.
- 10.5 Modification: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 10.6. Applicable law and venue: The parties agree that this Agreement shall be construed in accordance with the laws of the state of Florida. Venue for any action arising from this Agreement shall lie in Broward County, Florida.
- 10.7. Drafting: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, 19____ and the TOWN, signing by and through its _____, authorized to execute same by Commission action on the _____ day of _____, 19_____.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR ADMINISTRATION
OF THE TOWN OF DAVIE'S SINGLE-FAMILY HOUSING REHABILITATION PROGRAM.

TOWN

TOWN OF DAVIE

Attest:

By _____
Town Clerk

Mayor-Commissioner

___ day of _____, 19____

APPROVED AS TO FORM

By _____
Town Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Provide single family rehabilitation assistance services to eligible homeowners including:

- Conducting financial interviews with homeowners
- Processing applications
- Processing case files for program eligibility
- Submitting case files to Housing Development Loan Committee for approval or other action
- Conducting preliminary inspections of properties
- Completing cost estimates and bid specifications
- Handling bid process and award of contracts
- Conducting loan closings
- Conducting construction inspections
- Verifying and processing of construction payments
- Handling final closeout of files
- Assisting in advertisement of program

(Services shall be performed at the location specified by COUNTY, with concurrence from the Town)

All loans are to be provided by the TOWN in the form of a Deferred Payment Loan with provisions for a five (5) year write-off. No appraisals or credit reports are required and TOWN reserves the right to exceed the maximum loan amount of Ten Thousand and 00/100 Dollars (\$10,000.00) per unit on a per case basis as a project may warrant.

EXHIBIT "B"

TOWN OF DAVIE
SINGLE-FAMILY HOUSING REHABILITATION
PROGRAM

COSTS/BUDGET FOR PROJECT

Delivery Cost / Billing: \$3,750.00 X 4 quarterly billings= \$15,000.00

(Thirteen single-family homes @ \$1,153.84 Service-delivery per home)

TOTAL SERVICE DELIVERY COST NOT TO EXCEED \$15,000

Contractual Cost: 13 loans X up to \$10,000* = up to \$135,000.00

TOTAL CONTRACTUAL/PROGRAM COST NOT TO EXCEED \$135,000.00

TOTAL DELIVERY COST.....	\$ 15,000.00
TOTAL CONTRACTUAL COST.....	\$ <u>135,000.00</u>
TOTAL PROJECT COST.....	\$ 150,000.00

* Maximum loan amount \$10,000. This amount may vary depending on the actual rehabilitation cost per unit.

EXHIBIT "C"

TOWN OF DAVIE
SINGLE-FAMILY HOUSING REHABILITATION
PROGRAM

DATE:

TO: Shirley Taylor-Prakelt, Coordinator
Housing and Community Development
Town of Davie

THRU: Bettie J. Dale, Manager
Housing Development Section
Broward County Community Development

FROM: Tonya Mitchell, Housing Financial Advisor

RE: **Journal Entry - Loan/Grant -
Program: CDBG - Single Family Housing Rehabilitation
Type of Financing: Deferred Payment Loan**

Please process a journal entry to debit _____ and credit G/L 214 in the amount of \$_____ to be posted _____ for a scheduled loan closing.

Recipient(s) of the loan:

Address of Property to be rehabilitated

Please return a copy of this form to our office as verification that the journal entry has been processed, and to provide the subsidiary numbers assigned to this loan account.

DATE _____

J.V. # _____

EXHIBIT "D"

TOWN OF DAVIE
SINGLE-FAMILY HOUSING REHABILITATION
PROGRAM

DATE:

TO: Shirley Taylor-Prakelt, Coordinator
Housing and Community Development
Town of Davie

THRU: Bettie J. Dale, Manager
Housing Development Section
Broward County Community Development

FROM: Tonya Mitchell, Housing Financial Advisor

RE: **Check Request-Construction Escrow Account**
Program: CDBG - Single Family Housing and Rehabilitation
Type of Financing: Deferred Payment Loan

Please request and process a check in the amount of \$ _____ from the
owner's construction escrow account payable to _____.

Vendor #

Address: