

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Shirley Taylor-Prakelt, Director
Housing & Community Development, 797-1199

SUBJECT: Resolution

AFFECTED DISTRICT: The HOME Program will benefit all income-eligible residents.

TITLE OF AGENDA ITEM: A Resolution of the Town of Davie, authorizing the Mayor to execute a Consortium Agreement for the Home Investment Partnership (HOME) Program enabling the Town to receive \$123,300+ annually in Federal Funds from U.S. HUD for affordable housing initiatives; and providing for an effective date.

REPORT IN BRIEF: Broward County, along with other eligible municipalities, has the opportunity to form a Consortium to receive federal grant funds from U.S. HUD under the Home Investment Partnership (HOME) Program. The HOME Program was created by the National Affordable Housing Act of 1990; and, these funds can be used for the purchase, rehabilitation, and new construction of affordable multi-family and single-family housing for lower-income families. Grant recipients have 24 months to obligate the funds by written agreement, and five (5) years to fully expend the funds.

In return for the full ten percent (10%) administrative fee, Broward County will administer and monitor the program activities on behalf of the partner cities; and, the County will use their SHIP State Grant funds to serve as the required 25% match for the Consortium pool of funds. Therefore, the Town of Davie does not have to contribute any matching funds to receive its HOME Program allocation.

Broward County's Office of Community Development will administer and monitor the Grant Program on behalf of the local municipalities in the Consortium; however, the Town will retain authority over the use of its allotted HOME funds. Davie's Housing & Community Development Office will coordinate all such housing activities.

PREVIOUS ACTIONS: None. The Town of Davie has not yet met the criteria as a separate entitlement recipient for the HOME Program.

CONCURRENCES: Approval of this Resolution is required for municipalities who wish to participate in the HOME Program Consortium.

FISCAL IMPACT: Receipt of \$123,300+ annually in HOME Funds from U.S. HUD.

Appropriate to Account: Since Davie's share of the HOME funds will be administered by Broward County, such appropriation is not required.

RECOMMENDATION(S): Adopt attached Resolution

Attachment(s): Resolution, HOME Program Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, AUTHORIZING THE MAYOR TO EXECUTE A CONSORTIUM AGREEMENT FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM (HOME), ENABLING THE TOWN TO RECEIVE \$123,300+ ANNUALLY IN FEDERAL FUNDS FROM U.S. HUD FOR AFFORDABLE HOUSING INITIATIVES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Broward County along with other eligible municipalities has the opportunity to form a Consortium to receive Federal Grant Funds from U.S. HUD under the Home Investment Partnership (HOME) Program; and

WHEREAS, HOME Program funds can be used for the purchase, rehabilitation, and new construction of affordable multi-family and single-family housing for low income families ; and

WHEREAS, no additional funds are required from the participating cities; and, in return for the full ten percent (10%) administrative fee, Broward County will administer and monitor the program activities on behalf of the partner cities; and,

WHEREAS, the County has offered to use their SHIP State Grant funds to serve as the required 25% match for the total of the Consortium’s pooled funds; and

WHEREAS, there is a critical need for affordable housing in Davie to serve it’s low and very low-income residents.

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

SECTION 1: The Mayor or his Designee is authorized to execute a Consortium Agreement for the Home Investment Partnership (HOME) Program enabling the Town to receive \$123,300+ annually in Federal Funds from U.S. HUD. The Town of Davie will have full control over the use of it’s annual allotment of HOME Grant funds;

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002.

MAYOR/COUNCILMEMBER
ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002.

**HOME INVESTMENT PARTNERSHIPS PROGRAM
CONSORTIUM COOPERATION AGREEMENT
FOR FISCAL YEARS 2003, 2004, AND 2005**

WHEREAS, the National Affordable Housing Act of 1990 authorized the U.S. Department of Housing and Urban Development (“HUD”) to provide financial assistance to local governments to undertake or to assist in undertaking housing assistance activities in accordance with the HOME Investment Partnerships Program (“HOME Program”); and

WHEREAS, Broward County and the below named municipalities, collectively referred to as “the Parties”, are desirous of receiving federal funding under the HOME Program to provide affordable housing for their residents; and

WHEREAS, Section 92.101, Title 24, Code of Federal Regulations, allows geographically contiguous units of general local government, which would not otherwise qualify as participating jurisdictions, to form a consortium in order to qualify for a HOME Program formula allocation; and

WHEREAS, the Parties, as contiguous units of general local government, seek to enhance the quality of life for their respective citizens, and are desirous of entering into a Consortium Cooperation Agreement; and

WHEREAS, this Agreement, pursuant to Chapter 163, Florida Statutes, 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 in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions and other good and valuable consideration, of which the receipt and sufficiency is acknowledged, the parties agree as follows:

SECTION 1. PARTIES. The parties to this Agreement are political subdivisions of the State of Florida, and include:

Broward County
115 S. Andrews Avenue
Ft. Lauderdale, Florida 33301

Town of Davie
6591 Orange Drive
Davie, Florida 33314

SECTION 2. PURPOSES. This Agreement is entered into for the purpose of meeting the criteria established in 24 CFR Part 92 for obtaining general local government status as a consortium of otherwise ineligible jurisdictions to obtain funding from the HOME Program. Moreover, this Agreement is entered into in order to benefit the citizens of the respective parties. The Parties agree to cooperate with each other to undertake or assist in undertaking housing assistance activities pursuant to the HOME Program.

SECTION 3. MEMBERS/CREATION OF CONSORTIUM. Upon execution of this Agreement, the Parties form a consortium to be known as the "Broward County HOME Consortium", ("Consortium").

SECTION 4. STATUS OF CONSORTIUM. The Broward County HOME Consortium shall be a unit of general local government for funding under the HOME Program upon designation by HUD.

SECTION 5. REPRESENTATIVE. Broward County shall be the member unit of the Consortium authorized to act in a representative capacity to HUD for all members of the Consortium for the purposes of the HOME program.

SECTION 6. CONSOLIDATED STRATEGIC PLAN. Broward County shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Strategic Plan, and the requirements of 24 CFR Part 91 and 92 respectively, and the requirements of 24 CFR Part 92.350. All members of the Consortium shall cooperate in the preparation of a Consolidated Strategic Plan.

SECTION 7. FUND ADMINISTRATION AND DISTRIBUTION. Broward County shall administer and distribute the HOME Program funding according to the allocation schedule calculated and determined by HUD. The participating cities shall select projects funded by their respective allocations and within their municipal boundaries, and the County shall administer the program. Broward County shall collect a ten percent (10%) administrative fee for administering the HOME Program funds and provide all members with a quarterly report of the Program's activities. The parties may adjust funding distribution upon a majority vote of the consortium members.

SECTION 8. CERTIFICATIONS. Each member of the Consortium will affirmatively further fair housing and will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies and Real Property Acquisition Policies of 1970, as amended, implementing regulations of 49 CFR Part 24 and the requirements governing the Residential Antidisplacement and Relocation Assistance plan under section 104(d) of the Housing and Community Development Act of 1974.

SECTION 9. PROGRAM YEAR. The Parties shall be on the same program year for the HOME Program which begins on October 1st and ends on September 30th each Federal funding year.

SECTION 10. TERM. This Agreement shall cover Federal fiscal years 2003, 2004 and 2005. It will remain in effect until HOME Program funds for these three Federal fiscal years are expended for eligible activities. No consortium member may withdraw from the Agreement while the Agreement remains in effect. This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless a member provides written notice that it elects not to participate in a new qualification period. Broward

County, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, will notify consortium members, in writing, of their rights to make such election. Failure by any party to this Agreement to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and to submit the amendment to HUD as provided in the Consortia Qualification Notice, will void the automatic renewal of such qualification period.

SECTION 11. AMENDMENTS. Broward County shall be authorized to amend the consortium agreement on behalf of the entire Consortium to add new members to the consortium based on written approval by a majority of the consortium members.

SECTION 12. LIABILITY. Nothing is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. All consortium members are state agencies or political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law.

SECTION 13. NOTICES. Formal notices under the terms of this Agreement shall be sent, by U.S. Mail, as follows:

Broward County
Community Development Office
115 S. Andrews Avenue
Ft. Lauderdale, Florida 33301

Town of Davie
Housing and Community Development
6591 Orange Drive
Davie, Florida 33314

SECTION 14. COUNTERPARTS. This Agreement may be executed in counterparts and each executed agreement shall be treated as the original.

SECTION 15. AUTHORIZING RESOLUTIONS/ATTORNEY CERTIFICATIONS. Each member shall adopt authorizing resolutions that are incorporated by this reference. The certifications of legal counsel set forth below shall be deemed an integral part of this Agreement.

SECTION 16. LIMITATIONS OF AGREEMENT. It is not the intent of this agreement to change the jurisdiction of the parties in any manner except as specifically provided. All other policies, rules, regulations and ordinances of the parties will continue to apply as to properties located within the jurisdictional boundaries of each party.

SECTION 17. EMPLOYEE STATUS. Persons employed by either party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of the other party nor shall they have any claim to pension, worker's compensation, civil service or other employee rights or privileges granted by the other party to its officers and employees.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties 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 _____, 2002, and the following municipalities signing by and through its authorized persons.

BROWARD COUNTY

ATTEST:

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Lori Nance Parrish, Chair

____ day of _____, 2002

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
James E. Saunders, III
Assistant County Attorney



HUD's Home Investment Partnerships (HOME) Program



HUD's Home Investment Partnerships (HOME) Program

Municipality	Annual Allotment *	Three Years Total *
Coral Springs	\$215,100.00	\$645,300.00
Davie	\$123,300.00 ✓	\$369,900.00 ✓
Deerfield Beach	\$153,900.00	\$461,700.00
Lauderhill	\$235,800.00	\$707,400.00
Margate	\$110,700.00	\$332,100.00
Miramar	\$107,100.00	\$321,300.00
Pembroke Pines	\$139,500.00	\$418,500.00
Plantation	\$140,400.00	\$421,200.00
Sunrise	\$157,500.00	\$472,500.00
Tamarac	\$115,200.00	\$345,600.00
Administration (10%)	\$166,500.00	\$499,500.00
Total	\$1,665,000.00	\$4,995,000.00

*Amounts may increase with the 2000 Census.

HUD's Home Investment Partnerships (HOME) Program

What are some of the activities allowed under HOME?

- **Homeowner rehabilitation:** HOME funds may be used to assist owner-occupants with the repair, rehabilitation or reconstruction of their homes.
 - **Homebuyer activities:** PJs may finance the acquisition and/or rehabilitation or new construction of homes for homebuyers.
 - **Rental Housing:** Affordable rental housing may be acquired and/or rehabilitated, or constructed.
 - **Tenant-based rental assistance (TBRA):** Financial assistance for rent, security deposits and under certain conditions, utility deposits may be provided to tenants.
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HUD's Home Investment Partnerships (HOME) Program

Why would you join a Consortium?

- A group of local governments may choose to form a consortium, particularly when one or more members are not eligible to receive HOME funds.
 - The ability to bring to participating cities an additional \$1.6 million annually.
 - No additional resources would be required from the participating cities, the County for the 10% administration fee, would do all the requirements of the program (e.g. audits, RFPs, legal advertising, developing & publishing the HOME component of the consolidated plan, monitoring for 20 years, etc.).
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