

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Shirley Taylor-Prakelt, Director  
Housing & Community Development (954) 797-1199

**SUBJECT:** Resolution & Agreement

**DISTRICT:** This Program Serves all of Davie's Lower-Income and At-risk Residents

### 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 Town's "Single-Family Rehabilitation Program" provides financial assistance to eligible lower-income homeowners to make repairs related to health, safety and welfare. This program supplements the SHIP-funded Home Repair Program; and, together, these programs have resulted in the rehabilitation of 61 homes in Davie.

When this program was initiated, the Housing and Community Development Office explored the most cost effective method of implementing the program given the staffing limitations; and, a collaborative Agreement with Broward County was found to be the most expeditious and economical way to accomplish the Town's housing rehabilitation goals and objectives.

The County provides financial eligibility reviews, preliminary inspections, cost write-ups and bid specifications, loan closings, and bidding/construction inspections for a flat-fee of \$1,500 per home. The Town's Housing and Community Development Director will continue to handle the housing counseling and referrals, project oversight, financial approvals, IDIS drawdowns, and reports to HUD.

**PREVIOUS ACTIONS:** Annual Agreements adopted in 1999, 2000, & 2001.

**CONCURRENCES:** Ratification by the Broward County Board of Commissioners.

**FISCAL IMPACT:** CDBG Budget - Residential Rehabilitation Account 011-0406-515-66.03-SF

**RECOMMENDATION(S):** 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 Community Development Block Grant (CDBG) funds and the Town adopted the *Consolidated Plan for Federal Funds 2002-2007* on July 10, 2002; and

WHEREAS, The renovation of the Town's existing housing stock and the provision of financial assistance to lower-income families, is one of the *Consolidated Plan* goals; and

WHEREAS, the *Consolidated Plan for Federal Funds 2002-2007* contains an annual allocation of funds for the "Single-Family Housing Rehabilitation Program" which provides financial assistance to eligible lower-income homeowners to make needed home repairs, and replace existing substandard and/or leaking roofs; and

WHEREAS, the Housing and Community Development Office explored the most cost effective method of implementing this program 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 financial eligibility reviews, inspections, cost write-ups and bid specifications, conduct loan closings, oversee bidding, and conduct construction inspections for a fixed fee per home.

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 the attached Agreement with Broward County for administration of the Town's Single-Family Housing Rehabilitation Program.

SECTION 2: 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.

**AGREEMENT**

**Between**

**BROWARD COUNTY**

**and**

**TOWN OF DAVIE**

**for**

**ADMINISTRATION OF 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 COUNTY's procurement procedures, qualified vendors, and Program policies shall govern the performance of such Services.

1.4 Notwithstanding Section 1.3, TOWN is desirous of providing applicants under TOWN's Housing Rehabilitation Program with an option to select someone other than COUNTY's qualified vendor(s) to perform the rehabilitation services. COUNTY agrees to provide a second option to perform the Services set forth in Exhibit "A". The determination of the eligibility and qualifications of the second option vendor shall be made by the COUNTY as a result of three bids obtained by the applicant.

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 October 1, 2002, and each quarter thereafter for which this agreement is in effect, COUNTY shall be responsible for furnishing the TOWN with a quarterly report on the Davie program. 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 as herein described.

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 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 sent in writing to the town's Housing and Community Development Director.

2.4 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 The TOWN agrees to reimburse COUNTY for the Services pursuant to Exhibit "A" in the amount of \$1,500 per single-family home rehabilitated, and \$575 for each application processed which does not result in rehabilitation (i.e., applicants determined to be ineligible for participation in the program), for a total amount not to exceed \$10,375 in service-delivery costs. COUNTY services include: financial eligibility reviews, preliminary inspections, preparation of cost write-ups and bid specifications, conducting loan closings, overseeing bidding, and conducting construction inspections.

4.2 At the commencement of the Agreement and each quarter thereafter, COUNTY shall invoice TOWN in the amount set forth in Section 4.1, above. TOWN shall compensate COUNTY within forty-five (45) days of the date of invoice.

4.3 In the event the Agreement is terminated in accordance with the provisions of Section 8, COUNTY shall return to the TOWN that portion of payment received for which COUNTY will not provide services under this Agreement.

### **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, 2003.

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:

Broward County -Community Dev. Director  
201 South Andrews Avenue, Second Floor  
Fort Lauderdale, FL 33301  
suite D

With copy to:

County Administrator  
115 South Andrews Avenue, Suite 409  
Fort Lauderdale, FL 33301

IF TO TOWN:

Housing & Com. Dev. Director  
Town of Davie  
4700 SW 64th Avenue -  
  
Davie, FL 33314

With copy to:

Town Attorney, Monroe Kair  
6191 SW 45th Street - 6151A  
Davie, FI 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 constructed 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 \_\_\_\_\_, 2002 and the TOWN, signing by and through its \_\_\_\_\_, authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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 \_\_\_\_\_

\_\_\_ day of \_\_\_\_\_, 2002

Approved as to form:

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) 357-7641

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 OF DAVIE

Attest:

By \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

Mayor-Commissioner

\_\_\_ day of \_\_\_\_\_, 2002

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/ 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

The county shall be compensated as follows:

\$1,500 x 5 homes rehabilitated = \$7,500

\$ 575 x 5 applications processed, not eligible for Rehab = \$2,875

for a total amount not to exceed \$10,375 in service-delivery costs.

Services shall be performed at the residential locations specified by Town of Davie's Housing and community Development Office.

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 deferred-loan amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per home on a per-case-basis as a project may warrant.

