

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

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

**DATE:** March 17, 2004

**SUBJECT:** Resolution

**DISTRICT:** Program Serves Davie's Low/Moderate-Income Families

**TITLE OF AGENDA ITEM:** A Resolution of the Town of Davie, 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 for an effective date.

**REPORT IN BRIEF:** 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 sub-standards and/or leaking roofs.

The Housing and Community Development Department explored the most cost effective method of implementing this program and determined that a collaborative agreement with Broward County would be most expeditious and economical way to accomplish the Town's housing rehabilitation objectives.

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 they have provided contractual rehabilitative services to other municipalities

The County will provide financial eligibility reviews, inspections, cost-write-ups and bid specifications, conduct loan closings, oversee the bidding process, and conduct inspections for a fixed-fee, per home.

**PREVIOUS ACTIONS:** Resolution Numbers 2001-171 and 2002-260

**FISCAL IMPACT:** \$16,600 in CDBG Funds Budgeted

**RECOMMENDATION(S):** Adopt the attached Resolution.

RESOLUTION NO. \_\_\_\_\_

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

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 sub-standards and/or leaking roofs; and

WHEREAS: The Housing and Community Development Department explored the most cost effective method of implementing this program and determined that a collaborative agreement with Broward County is the most economical process; 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 they have experience serving other municipalities; and

WHEREAS: The County will provide financial eligibility reviews, inspections, cost-write-ups and bid specifications, conduct loan closings, oversee the bidding process, and conduct 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 \_\_\_\_\_, 2004.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_

TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004.

**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 from the U.S. Department of Housing and Urban Development (HUD) and wishes to implement a Housing Rehabilitation Program for properties within its municipal limits; and

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

COUNTY's Housing Rehabilitation Program guidelines. Accordingly, 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 COUNTY as a result of three (3) bids obtained by the applicant.

1.5 COUNTY shall be responsible for the resolution of contractor and/or property owner disputes in accordance with COUNTY's Housing Rehabilitation Program policies. COUNTY shall promptly notify TOWN of any disputes and inquire as to TOWN's input, views or comments in resolution of any and all contractor and/or property owner disputes.

1.6 COUNTY shall be responsible for conducting construction inspections prior to payment by TOWN to the contractor.

1.7 Beginning on January 1, 2004, and each quarter thereafter for which this Agreement is in effect, COUNTY shall be responsible for furnishing TOWN with a quarterly report on TOWN's Housing Rehabilitation 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 applicant's names, addresses, contract amount, closing dates, income, family size, number of bedrooms in the units rehabilitated, elderly status, female head of household and briefing of services performed.

1.8 COUNTY shall assist TOWN with marketing efforts and any required advertisements by TOWN. COUNTY shall provide TOWN with any existing or current housing brochures and any other pertinent information.

## **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 TOWN's municipal boundaries and forwarding the referrals to COUNTY in writing.

2.3 TOWN shall be responsible for the processing of contractor's requests(s) received from COUNTY. Requests for payment to contractor shall be sent in writing to 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 laws or ordinance or Charter provision of TOWN not specifically addressed by this Agreement, shall be retained by TOWN.

#### **4. COMPENSATION:**

4.1 TOWN agrees to reimburse COUNTY for the Services pursuant to Exhibit "A" in the amount of \$1,500.00 per single-family home rehabilitated, and \$575.00 for each application processed which does not result in rehabilitation (Le., applicants determined to be ineligible for participation in the program), for a total amount not to exceed \$16,600.00 in service delivery costs.

4.2 At the commencement of this Agreement and each quarter thereafter, COUNTY shall invoice TOWN in the amount set forth in Section 4.1 above. TOWN shall compensate COUNTY within thirty (30) days of the date of invoice.

#### **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, 2005, unless otherwise terminated.

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. TOWN shall continue to monitor properties for other applicable compliance after final close-out.

#### **6. LIABILITY:**

Each party agrees to be fully responsible for acts and omissions of its respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein 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.

#### **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 Section 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 COUNTY, upon execution of this Agreement and each anniversary date thereof, certification of the insurance required.

#### **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 quarterly report as described in Section 1.7 above from the beginning of the quarter outlining housing rehabilitation loans extended up to and including until the termination date.

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:

### **TO COUNTY:**

Broward County Community Dev. Director  
115 South Andrews Avenue, Suite 310  
Fort Lauderdale, FL 33301

With copy to:

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

### **TO TOWN:**

Housing & Comm. Dev. Director  
4700 SW 64th Avenue, Suite D  
Davie, FL 33314

With copy to:

Town Attorney, Monroe D. Kiar  
6191 SW 45th Street, Suite 6151A  
Davie, FL 33314

## **10. MISCELLANEOUS PROVISIONS:**

10.1 Assignment: COUNTY shall perform the Services provided for in this Agreement exclusively and solely for TOWN which is a party to this Agreement. TOWN shall not have the right to assign this Agreement.

10.2 Materiality: The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and, therefore, is a material term hereof.

10.3 Waiver: Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be constructed to be a modification of the terms of this Agreement.

10.4 Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after finding by the court becomes final.

10.5 Counsel: The Parties acknowledge that they have sought and received whatever

competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

10.6 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision in the paragraphs of this Agreement, the term, statement, requirement, or provision contained in the sections or paragraphs of this Agreement shall prevail and be given effect.

10.7 Venue and Governing Law: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, COUNTY and TOWN hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

10.8 Amendments: 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. Any amendment to this Agreement is subject to approval by the Board of County Commissioners and the Davie Town Council; however, the County Administrator and Davie Town Administrator shall be authorized to execute amendments that change the term of the Agreement.

10.9 Merger: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained 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, the Parties agree that no deviation from the terms shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions shall be effective unless set forth in writing in accordance with this Section 10.8 above.

10.10 Third Party Beneficiary: Neither TOWN nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.11 Multiple Originals: This Agreement may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**(The remainder of the page intentionally left blank.)**

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 Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2004 and TOWN, signing by and through its \_\_\_\_\_, authorized to execute same by Council action on the day of \_\_\_\_\_, 2004.

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

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

\_\_\_\_\_ day of \_\_\_\_\_, 2004

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) 357-7641

Approved as to form.  
by County's Risk Manager

By: \_\_\_\_\_

By: \_\_\_\_\_  
Patrice M. Eichen  
Assistant County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR ADMINISTRATION OF SINGLE-FAMILY HOUSING REHABILITATION PROGRAM**

**TOWN**

TOWN OF DAVIE

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

By: \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_ day of \_\_\_\_\_ 2004

APPROVED AS TO FORM

By: \_\_\_\_\_  
Town Attorney

OR:

ATTEST:

By: \_\_\_\_\_  
Town Clerk

(SEAL)

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Provides 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 approval/action
- . Conducting preliminary inspections of properties
- . Completing cost estimates and bid specifications
- . Handling bid process and award of contracts
- . Conducting loan closings and recording of documents
- . Conducting construction inspections
- . Verifying and processing of construction payments
- . Handling final close-out of files
- . Assisting in advertisement of program

COUNTY shall be compensated as follows:

\$1,500 x 8 homes rehabilitated = \$12,000

\$ 575 x 8 applications processed, not eligible for rehabilitation = \$4,600 for a total amount not to exceed \$16,600 in service delivery cost.

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

All loans are to be provided by 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) per home on a per case basis as a project may warrant.

Any recaptured funds from loan satisfactions will be returned to the Town of Davie's Single Family Housing Rehabilitation Program.

TOWN shall prepare and approve all Subordination Agreements and Satisfactions of Mortgage.