

RESOLUTION NO. 2009/ 003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH FOR ADMINISTRATION OF HOME FUNDING PROGRAM 2007-2008

WHEREAS, the City Commission of the City of Deerfield Beach deems it to be in the best interests of the citizens and residents of the City of Deerfield Beach to enter into a Memorandum of Understanding between Broward County and City of Deerfield Beach for Administration of Home Funding Program 2007-2008. A copy of the Memorandum of Understanding is on file in the City Clerk's Office;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA:

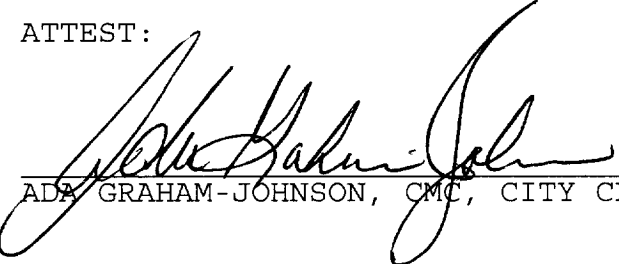
SECTION 1. The Mayor is hereby authorized to enter into a Memorandum of Understanding between Broward County and City of Deerfield Beach for Administration of Home Funding Program 2007-2008.

ADOPTED THIS 13TH DAY OF JANUARY, 2009

ATTEST:



SYLVIA POITIER, MAYOR



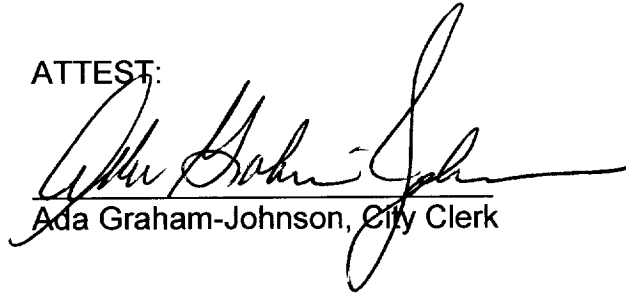
ADA GRAHAM-JOHNSON, CMC, CITY CLERK

1. Funding. COUNTY shall allocate Two Hundred Fifty-three Thousand, One Hundred Eleven Dollars (\$253,111.00) in HOME funding to CITY for the 2007-2008 Fiscal Year. COUNTY agrees to administer CITY's allocation of HOME funds for the HOME Program described in Exhibits "A" and "B," attached hereto and incorporated herein this MOU.
2. It is specifically understood and agreed by the Parties that all rights and powers as may be vested in CITY pursuant to Chapter 166, Florida Statutes, or any other law, ordinance or regulation of CITY not specifically addressed in this MOU shall be retained by CITY.
3. Administration. COUNTY shall administer and assume overall responsibility for ensuring that the HOME Program referenced in this MOU and Exhibits "A" and "B" are carried out in compliance with the requirements of 24 CFR Part 92, incorporated herein by reference.
4. Term. This MOU shall become effective upon execution by COUNTY and shall continue for one year after final execution, unless terminated earlier as provided for herein.
5. Termination. This MOU may be terminated by either party upon thirty (30) days written notice to the other party in accordance with the Notice provision set forth in paragraph 10(B) herein. If CITY elects to terminate this MOU, or otherwise terminate or cease its membership in the Consortium and does not become a HOME Participating Jurisdiction, CITY shall not be entitled to a refund or return of any unused portion of CITY's HOME fund allocation referenced above, nor any program income or recapture monies derived from any projects by CITY pursuant to this Agreement. For the purposes of this MOU, "program income" shall be as defined in 24 CFR Part 92.2.
6. Should CITY withdraw from the Consortium and become a HOME Participating Jurisdiction, COUNTY shall transfer to CITY, at CITY's request and following HUD approval, any program income, recapture monies and any unused portion of CITY's HOME fund allocation for the particular project referenced herein this MOU. In this event and upon the transfer of such HOME funds to CITY, CITY shall assume all obligations and responsibilities attributable to such HOME funds.
7. Amendment. No modification, amendment, or alteration in the terms or conditions shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by the Parties, as provided for herein. Such amendment shall be subject to approval of the Board of County Commissioners, except the County Administrator shall be authorized to execute amendments that change the term of the MOU or that change the Project, so long as the Project consists of eligible activities under 24 CFR Part 92.

MEMORANDUM OF UNDERSTANDING BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH, FLORIDA, FOR ADMINISTRATION OF HOME FUNDING PROGRAM

CITY

ATTEST:


Ada Graham-Johnson, City Clerk

CITY OF DEERFIELD BEACH

By: 
Mayor

Sylvia Poitier
Print/Type Name

13 day of Jan, 2009.

Approved as to form:


Andrew Maurodis, City Attorney

EXHIBIT "A"
PROJECT DESCRIPTION
2007 - 2008

Project Name: Home Rehab for City of Deerfield Beach

Project Description: City of Deerfield Beach Home Repair Program

- Total HOME funding amount \$253,111
- Maximum \$30,000 per home
 - Maximum of 8 homes
- Primary Scope of Work
 - Correct code violations and health/safety concerns as per City of Deerfield Beach Housing Rehab Program Guidelines
- Eligible Housing (Owner Occupied)
 - Single-family detached dwelling
 - Condominium
 - Town home/villa
- Loan terms
 - 0% interest deferred payment
 - 20% forgivable on anniversary date of loan
 - Loan is repaid upon:
 - sale, rental or transfer of title to property
 - failure to meet City's housing maintenance standard upon inspection
 - HOME loan position no lower than third (unless applicant has received First Time Homebuyer Purchase Assistance from City of Deerfield Beach and/or Broward County Housing Finance Agency)

County responsibilities:

- **Actively advertise and recruit through City of Deerfield Beach CHDO**
 - Conduct client interview
 - Conduct preliminary income determination
 - Discuss proposed scope of work w/client
- Certify Income and other program requirements
- Verify client property ownership through public records search
- Inspect property
 - Perform work write up & repair cost estimate
- Manage Bid process and pre-bid conference
- Assist client with construction contract
- Prepare, execute and record note and mortgage
- Perform inspection
 - Lead based paint, as required
 - Work in progress inspections
 - Final inspection
- Provide complete file to City
- Provide monthly report to city
 - Number of clients interviewed
 - Status of each client
 - Expended funds/other funds/homeowner contribution
 - Closed loans