

**BROWARD COUNTY, THE CITY OF MARGATE, AND THE
CITY OF WESTON**

**TECHNICAL REVISION TO THIRD AMENDMENT
SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)
2016-2017, 2017-2018, and 2018-2019**

Table of Contents

Description	Page #
Section I. Program Details	3
Section II. Housing Strategies	9
1. Purchase Assistance	9
2. New Construction - Single Family	10
3. Foreclosure Prevention	15
4. Home Repair - Owner Occupied Rehabilitation Owner Occupied Exterior Paint Owner Occupied Water Sewer Connection	16
6. Special Needs/Barrier Free	19
7. Disaster Repair – <u>COVID-19 Support</u>	22
9. Rehabilitation - Rental	25
10. New Construction - Rental	27
11. Community Land Trust	29
Section III. Incentive Strategies	31
A. Expedited Permitting	
B. Ongoing Review Process	
C. Other Incentive Strategies Adopted	
Section IV. Exhibits	37
A. Administrative Budget for Each Fiscal Year Covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) for Each Fiscal Year Covered in the Plan	
D. LHAP Certification	
E. Adopted Resolutions	
F. Ordinance: N/A	
G. Interlocal Agreements	
H. Subordination Policy	

I. Program Details:

A. Name of the participating local government:

BROWARD COUNTY

Is there an Interlocal Agreement: Yes X No

If "Yes," name local government(s) in the Interlocal Agreement:

CITY OF WESTON, FLORIDA
CITY OF MARGATE, FLORIDA

A copy of the Interlocal Agreements is attached as **Exhibit B**.

B. Purpose of the SHIP Program:

1. To meet the housing needs of the very low, low, and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Local Housing Assistance Plan ("Plan"): 2016-2017, 2017-2018, and 2018-2019

D. Governance:

The SHIP Program is established in accordance with Sections 420.907 through 420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with all applicable laws, statutes, ordinances, rules, and regulations.

E. Local Housing Partnership:

The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons, and community groups.

F. Leveraging:

The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be

leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide a local match to obtain federal housing grants or programs.

G. Public Input:

Public input was solicited through meetings with housing providers, social service providers, local lenders, and neighborhood associations. Public input on the Local Housing Assistance Plan was solicited through an advertisement in the Sun-Sentinel, and public meetings were held. These meetings were publicly noticed in accordance with the Sunshine Law.

H. Advertising and Outreach:

SHIP funding availability will be advertised in a newspaper of general circulation and in periodicals serving ethnic and diverse neighborhoods, at least thirty (30) days prior to the beginning of the application period. If no SHIP funding is available and there is a waiting list, no notice of funding availability is required to be advertised.

I. Waiting List/Priorities:

For Broward County and City of Weston's funding a waiting list will be established when there are eligible applicants for strategies that no longer have SHIP funding available. A Notice will be advertised in a newspaper of general circulation at least ten (10) business days prior to the County registering applicants to be placed on the waiting list. The City of Margate has an existing waiting list for the County to utilize. Those households on the waiting list will be notified in writing to contact County staff to schedule the initial interview. This notification is also a document checklist letter specifying documents the applicant is required to bring to the initial interview. County staff shall schedule appointments accordingly. County staff shall meet with the applicant to determine eligibility. The County shall award funds to applicants based on a first-qualified basis. The waiting list for SHIP funding will be maintained in an order that is consistent with the time applications that were submitted, as well as any established priorities for funding described in this Plan. Priorities for funding described in the Plan apply to all strategies except as otherwise stated in the Purchase Assistance and Special Needs Strategies' sections.

J. Discrimination:

In accordance with the provisions of Sections 760.20 through 760.37, Florida Statutes, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling:

Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling, and Transportation.

L. Purchase Price Limits:

The sales price or value of new or existing eligible housing may not exceed ninety percent (90%) of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units may be lower but may not exceed ninety percent (90%) of the median area purchase price established by the U.S. Treasury Department.

The methodology used is:

☐ U.S. Treasury Department
☒ Local HFA Numbers

M. Income Limits, Rent Limits, and Affordability:

The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments, including taxes and insurance, do not exceed thirty percent (30%) of the amount which represents the percentage of the median annual gross income for the households as provided in Section 420.9071, Florida Statutes. However, it is not the intent to limit an individual household's ability to devote more than thirty percent (30%) of its income for housing, and housing for which a household devotes more than thirty percent (30%) of its income shall be deemed affordable, if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the thirty percent (30%) benchmark; and in the case of rental housing, does not exceed those rental limits adjusted for bedroom size.

N. Florida Welfare Transition Program:

Should the County elect to use an eligible third party to conduct the income qualification process, the County shall develop a qualification system and selection criteria for applications for awards of SHIP funds. Eligible third parties who can

demonstrate that they employ personnel from the Florida Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal:

With respect to rental housing new construction or rehabilitation, County staff shall have administrative authority for implementing the local housing assistance plan to assist rental developments and shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, the County may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than fifteen (15) years or the term of assistance as provided in the applicable Mortgage, Promissory Note, and Restrictive Covenant, whichever is longer.

Any eligible third party who received SHIP funds for rental housing new construction or rehabilitation, and who elects to sell the property prior to the end of the affordability period in the applicable Mortgage and Promissory Note for the SHIP funding, must provide a first right of refusal to eligible nonprofit organizations to purchase the property at the current market value and continue occupancy by income eligible persons for the remainder of the affordability period. In the event the property is sold to other than an eligible nonprofit organization, the eligible third party will be required to repay the County the full amount of SHIP funds provided in the applicable promissory note. Does not apply to the City of Margate's Program funds.

P. Administrative Budget:

Monies deposited in Local Housing Assistance Trust Fund established by the County shall be used to administer and implement the Plan.

Section 420.9075(7), Florida Statutes, and Chapter 67-37, Florida Administrative Code, both provide in part that:

A county or an eligible municipality may not exceed the 5- percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent (5%) of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.

Section 420.9075(7) Florida Statutes, and Chapter 67-37, Florida Administrative Code, further provide in part that:

The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

Q. Program Administration:

Administration of the Plan will be performed and maintained solely by the County. This information is presented to the Broward County Board of County Commissioners ("Board") on an annual basis for each State fiscal year. The Board approves the use of the SHIP funds deposited in the Local Housing Assistance Trust Fund, which shall be used to administer and implement the Plan. In accordance with Chapter 67-37, Florida Administrative Code, the cost of administering the Plan does not exceed five percent (5%); however, Broward County has determined that five percent (5%) of the local housing distribution is insufficient to pay the necessary costs of administering the program and has allocated no more than ten percent (10%) of the local housing distribution plus five percent (5%) of program income deposited into the Local Housing Assistance Trust Fund.

R. Project Delivery Costs:

In the event Broward County elects to contract with a third party for all or part of the project management oversight or other functions of the Program, the agreement shall provide in detail the responsibilities of such third party and the costs that are directly attributed to the processing of an eligible applicant for assistance, which do not fall under "Administrative Expenditures". These fees may include, but are not limited to, inspections and write-ups that are not performed by County employees.

S. Essential Service Personnel Definition:

"Essential Services Personnel" means any person in need of affordable housing who is a permanent employee (excluding temporary and on-call employees) of a company or organization located within Broward County, which falls into one of the following sectors or codes, as defined within the North American Industry Classification System (NAICS), published by the U.S. Department of Labor, Bureau of Labor Statistics:

Sectors 44 - 45:	Retail Trade
Sector 61:	Education Services
Sector 62:	Health Care and Social Assistance
Sector 72:	Accommodation and Food Services
Sector 81:	Other Services (except Public Administration)
Code 485:	Transit and Ground Passenger Transportation

T. Describe efforts to incorporate Green Building and Energy Saving products and processes:

Any eligible third parties which administer the Home Repair, Special Needs/Barrier Free, or Disaster Relief strategies for the County will be encouraged to comply with the guidelines established by The GreenHome Institute including, but not limited to, the following:

Window replacement (impact resistant and tinted), paints and primers that meet Green Seal G-11 Environmental Standard, commodes with a 1.3 gallons per flush capacity, building envelope sealing specifications (repair of holes, cracks, seams, and waterproofing), installation of energy efficient hot water heaters, insulated hot water heaters with pre-cut jackets or blankets, insulate accessible hot water pipes, installation of HVAC systems with SEER rating, and Energy Star qualified ventilation fans for bathrooms. Air handler or return ducts in garages or unsealed garage attics are not permitted. Homeowners shall be encouraged to obtain an Energy Audit from Florida Power & Light.

U. Describe efforts to meet the 20% Special Needs set-aside:

In order to meet the 20% Special Needs set-aside requirement, County shall solicit referrals from non-profit organizations who provide services to special needs or vulnerable populations, such as the Center for Independent Living of Broward, Inc. In the event Broward County elects to contract with a third party for all or part of the project management oversight or other functions of the Special Needs strategy, County shall competitively bid this task which is to use the request for proposal process.

V. Describe efforts to reduce homelessness:

In order to address efforts to reduce homelessness the City of Margate participates in the County's Homeless Initiative Partnership (HIP), a section within the Community Partnerships Division of the Broward County Human Services Department, plans and coordinates services for homeless persons, and serves as liaison to the Homeless Initiative Partnership Advisory Board, which acts as agent for the Board of County Commissioners in the development and implementation of homeless assistance programs. HIP is also the lead agency for the County's Homeless Continuum of Care, a network of organizations, advocates, residents and businesses that plan programs to help alleviate homelessness in Broward County. The goal is to end chronic veteran homelessness by 2016, and family and youth homelessness by 2020.

Section II. LHAP Strategies:

1. PURCHASE ASSISTANCE	Code 2
------------------------	--------

- a. Summary of Strategy:
Designed to provide eligible persons SHIP funding assistance to be applied towards the closing costs, first mortgage reduction, and/or down payment costs for the purchase of eligible housing within non-entitlement cities, unincorporated Broward County, and the City of Weston. This is a Broward County and Weston funded strategy.
- b. Income Categories to be served: Very Low, Low, and Moderate
- c. Maximum award: \$80,000
- d. Terms:
 1. Loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage
 2. Interest Rate: 0%
 3. Term: 15 years,
 4. Forgiveness/Repayment: The loan is forgiven at the end of the fifteen (15) year period.
 5. Default/Recapture: Recapture of funds will occur in the event of a default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and loss of property ownership, and for failure to comply with the terms of the SHIP Mortgage and Promissory Note). The Promissory Note shall provide for repayment of the full amount of the loan upon the sale, assignment, or any transfer of title to the property, or refinancing of the loan, unless such refinancing is in accordance with the County's subordination policy. The repayment provisions are not applicable to a transfer of title to an income eligible heir(s) as a result of the mortgagor's death. In the event the heir does not adhere to the terms of the SHIP Mortgage a Promissory Note for the remainder of the term, the County shall deem the loan in default and request repayment of the loan.
- f. Recipient Selection Criteria: Applicants will be selected on a first-qualified, first-served basis.

f.1. Applicants must attend a Department of Housing and Urban Development (HUD) approved education and counseling workshop prior to loan closing and obtain a certificate of housing counseling upon completion of the workshop.

f.2. All SHIP proceeds must be used to pay closing costs, down payment assistance, and principal reduction, and must not be used for debt consolidation or cash-out to applicant.

f.3. The Applicant must receive a mortgage commitment from a first mortgage lender licensed under Part III of Chapter 494, Florida Statutes. All first mortgage lenders shall be Institutional First Mortgage Lenders.

g. Sponsor/Developer Selection Criteria:

N/A

h. Additional Information:

The County may choose to set aside Broward County funds to be matched with the Broward County Single Family Bond Program. Broward County SHIP funds may be used to leverage other State, Federal, local funding or Bond Programs including, but not limited to, Predevelopment Loan Program, HOME Program, and CDBG funding. City of Margate's funds may be used to leverage other State, Federal, or local funding.

Eligible persons will also be required to execute a Declaration of Restrictive Covenants, in a form provided by the County, to ensure the property remains affordable during the affordability period of fifteen (15) years.

2. NEW CONSTRUCTION

<i>Code 10</i>

a. Summary of Strategy:

The strategy is designed to enhance and preserve neighborhoods by awarding funds to eligible developers or contractors to construct in-fill housing or develop single family housing for resale within non entitlement cities, unincorporated Broward County, or the City of Weston through an RFP process administered by the County, or County may award funding to a select group of nonprofits. This is a Broward County funded strategy.

b. Fiscal Years Covered: 2016-2017, 2017-2018, and 2018-2019

c. Income Categories to be served: Very Low, Low, and Moderate

d. Maximum award: \$80,000 per unit

e.i. Terms to Developer:

1. Loan/deferred loan/grant: Deferred Payment Loan secured by a note, mortgage and restrictive covenant.
2. Interest Rate: 0%
3. Term: 8 months from issuance of building permits.
4. Forgiveness/Repayment:

Developer/contractor is required to construct the home within eight (8) months from the issuance of the local Building Department's building permits. After the Building Department has issued the final certificate of occupancy, the developer/contractor shall coordinate sale of the home with the County to a qualified eligible homebuyer.

If any of the homes are not sold to qualified eligible homebuyers as determined and approved by the County within six (6) months after the final certificate of occupancy is issued, the developer or contractor will be required to repay the County the full amount of the County's investment for the construction of the home.

If the home is sold to qualified, eligible homebuyers as determined and approved by the County within six (6) months after the final certificate of occupancy is issued, County shall coordinate loan closing with lender and closing agent to ensure declaration of restrictive covenant is released simultaneously or shortly thereafter the sale to the homebuyer.

e.ii. Terms to Homebuyer:

1. Loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage
2. Interest Rate: 0%
3. Term: 15 years
4. Forgiveness/Repayment:

The Loan is forgiven at the end of the fifteen (15) year period.

Default/Recapture: Recapture of funds will occur in the event of a default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and loss of property ownership, and for failure to comply with the terms of the SHIP Mortgage and Promissory Note). The Promissory Note shall provide for repayment of the full amount of the loan upon the sale, assignment, or any transfer of title to the property, or refinancing of the loan, unless such refinancing is in accordance with the County's subordination policy. The repayment provisions are not applicable to a transfer of title to an income eligible heir(s) as a result of the mortgagor's death. In the event the heir does not adhere to the terms of the SHIP Mortgage a Promissory Note for the remainder of the term, the County shall deem the loan in default and request repayment of the loan.

- f. Recipient Selection Criteria: Applicants will be served on a first-qualified, first-served basis.

- g. Developer or contractor Selection Criteria:

County may award funding to a select group of nonprofits or Community Housing Development Organizations (CHDOs), who have demonstrated their ability to build single family homes in accordance with the required deliverables as outlined in the scope of services in their funding agreement as evidenced by current project underway or projects completed within the past twelve (12) months; or a developer or contractor will be selected based on an RFP process. Selection criteria includes, but is not limited to, organizational capacity, performance delivery plan, financial capacity, and past experience. Additional points will be awarded to the entity submitting a Response to the RFP that has incorporated green building techniques in the construction of single-family homes and has demonstrated its overall knowledge of the GreenHome Institute's principles.

The developer or contractor shall execute an agreement with the County, specifying how SHIP funds will be utilized, delineating the specific deliverables for the scope of work, and including a timetable for completion of the project.

- h. Additional Information:

The County may set aside Broward County funds to be matched with the Broward County Single Family Bond Program. SHIP funds may be used to leverage other State, Federal, local funding or Bond Programs including, but not limited to, Predevelopment Loan Program, HOME Program, and CDBG funding. City of Margate's funds may not be used to leverage other State, Federal, or local funding.

Eligible costs for the developer or contractor include:

Cost of land with or without structure(s), and related demolition costs.

Professional fees (engineering, architectural, surveying, and consulting costs) and interest buy downs.

Infrastructure expenses typically paid by the developer including, but not limited to, streets, roadways, parking areas, sidewalks, pathways, walkways, storm-drainage systems, sanitary sewer systems, water supply systems, water mains, connections, hydrants, meters, utilities and utility easements for telephone, cable, electric lines, and rights-of-way, and street lighting. Infrastructure expenses must be on-site and must be directly related to the housing being assisted with SHIP funds.

Payment of all soft costs associated with the development including, but not limited to, preliminary and Final Plat Review, Engineering Service Charges, Recording Fees, Site Plan Review Fees, Minor Review Fees, Surface Water License, Permit to Construct in Right-of-Way, Sewer and Water Installation Fee, Sewer and Water Plan Review, Wastewater License, Building Permits, Road Construction Agreement Review, Traffic Study/Action Plan Review, Environmental Impact Review, Surface Water Permit, Land Use Amendment Review, Septic Tank Permit, and Well Permit, Payment of school, road, park, police, fire, and water and sewer impact fees.

Hard costs typically or customarily treated as construction costs by institutional lenders or any other reasonable hard costs associated or involved with the development and or construction process.

3. FORECLOSURE PREVENTION	Code 7
---------------------------	--------

a. Summary of Strategy:

Designed to preserve the affordable housing stock throughout Broward County, the strategy provides assistance to homeowners who are in default on their mortgages for at least thirty (30) days. Broward County funds only will be used to support this strategy. The City of Margate funds will not be used to support this strategy.

SHIP funds will be used to bring mortgages current, including maintenance payments in foreclosure, special assessments, and other fees including, but not limited to, legal fees, in an effort to avoid a foreclosure action. As part of the application process, the counseling staff will assist the homeowner to apply for funding under the Florida Hardest-Hit Program, review the funding request, factors contributing to the foreclosure action including, but not limited to, loss of employment, loss of income due to illness, divorce, and the homeowner's ability to demonstrate and be able to make future monthly payments.

b. Fiscal Years Covered: 2016-2017, 2017-2018, and 2018-2019

c. Income Categories to be served: Very Low, Low, and Moderate

d. Maximum award: \$10,000

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment loan
2. Interest Rate: 0%
3. Term: 5 Years
4. Forgiveness/Repayment:

Upon the anniversary date of the fifth (5th) year of the Promissory Note, the amount due under the loan shall be forgiven.

Default/Recapture: Recapture of SHIP funds will occur in the event of default by the homeowner (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure or loss of property ownership, and for failure to comply with the terms of the SHIP Mortgage or Promissory Note).

The Promissory Note shall provide for repayment for the full amount of the loan during the affordability period of five (5) years, upon the sale, assignment, or any transfer of title to the property, or refinancing of the loan, unless such refinancing is in accordance with the County's subordination policy. The requirement for repayment upon the transfer of title to the property does not apply to the transfer of title to an income eligible heir(s). In the event the heir does not adhere to the terms of the SHIP Mortgage a Promissory Note for the remainder of the term, the County shall deem the loan in default and request repayment of the loan.

f. Recipient Selection Criteria:

Applicants will be selected on a first-qualified, first-served basis.

g. Eligible Sponsor Selection Criteria:

Broward County, through an RFP process, may select a for-profit or nonprofit corporation(s), individual(s), or partnership(s) to conduct the SHIP income certification process for all applicants. Selection criteria includes, but is not limited to, organizational capacity, performance delivery plan, financial capacity, and past experience; however, the applicants are required to be a HUD approved counseling

agency, and must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County. The selected applicant(s) will be required to provide foreclosure prevention counseling.

Preference will be given in the selection process for sponsors that employ personnel from Florida's Welfare Transition Program.

h. Additional Information:

The County may set aside Broward County funds to be matched with the Broward County Single Family Bond Program. SHIP funds may be used to leverage other State, Federal, local funding or Bond Programs including, but not limited to, Predevelopment Loan Program, HOME Program, and CDBG funding. City of Margate's funds may not be used to leverage other State, Federal, or local funding. Housing Counseling funds may be used in conjunction with this strategy.

4. HOME REPAIR - OWNER OCCUPIED REHABILITATION	Code 3
--	--------

a. Summary of Strategy:

The strategy is designed to provide external home repair assistance to eligible applicants for improving or maintaining owner-occupied housing, prevent further deterioration, to stop the loss of energy and infiltration of outside elements for properties within non-entitlement cities, unincorporated Broward County, the City of Margate, and the City of Weston.

b. Fiscal Years Covered: 2016-2017, 2017-2018, and 2018-2019

c. Income Categories to be served: Very Low, Low, and Moderate

d. Maximum award: \$100,000 Maximum award (the City of Margate \$70,000)

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment Loan
2. Interest Rate: 0%
3. Term: 10 Years;
4. Forgiveness/Repayment:

Effective with FY 2018/2019 funding, the amount due under the Mortgage and the Promissory Note shall remain fixed for the ten-year term following the date of execution. Upon the anniversary date of the tenth (10th) year under the Promissory Note, the amount of the loan shall be forgiven,

Default/Recapture: Recapture of funds will occur in the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and loss of property ownership, and for failure to comply with the terms of the SHIP Mortgage and Note). The Promissory Note shall provide for repayment of the outstanding balance on the loan, during the ten (10) year affordability period, upon the sale, assignment, or transfer of title to the property, or refinancing of the loan, unless such refinancing is in accordance with the County's subordination policy. The repayment provisions are not applicable to transfer of title to an income eligible heir(s). In the event the heir does not adhere to the terms of the SHIP Mortgage a Promissory Note for the remainder of the term, the County shall deem the loan in default and request repayment of the loan.

f. Recipient Selection Criteria:

Certified eligible homeowners will be selected on a first-come, first-qualified basis within the income groups, with the exception of those qualified homes deemed as an emergency by Broward County inspectors, which may be given priority.

f.1. Eligible homeowners must reside in non-entitlement cities, in unincorporated Broward County, City of Weston or the City of Margate, Florida. Verification of ownership and payment of property taxes will be conducted to determine eligibility.

f.2. Property assessed value as stated on the Broward County Property Appraiser's website may not exceed the current value per the IRS Revenue Proclamation for properties receiving Broward County assistance. Properties must be owner-occupied.

f.3. Where Broward County funds are used, applicants will not be eligible for any additional repairs under this strategy while they have any type of home repair mortgage with Broward County. Applicants with ownership interest in multiple real properties are not eligible for this program. The only real property a qualified applicant may own is the property being considered to receive repairs.

For the City of Margate recipients, after completion of repairs, applicants will not be eligible for any additional repairs under this strategy or any other Margate grant funded home repair program. City of Margate applicants who previously received funding for home repair under any Margate grant funded home repair program, are not eligible for this program.

g. Eligible Sponsor Selection Criteria:

"Eligible Sponsor" means a person or a private or public for-profit, nonprofit, or government entity that applies for an award under the local housing assistance plan for the purpose of assisting eligible income eligible persons with housing matters related to this strategy.

Additional points will be awarded to the Eligible Sponsor that has verifiable experience in providing green single-family rehabilitation and has demonstrated its overall knowledge of the Enterprise Foundation's Green Communities Initiatives.

Broward County, through an RFP process, may select a for-profit or nonprofit corporation, individuals, or partnerships to conduct the State Housing Initiatives Partnership income certification process for all applicants. Selection criteria includes, but is not limited to, organizational capacity, performance delivery plan, and financial capacity. In addition, the Eligible Sponsor agency must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County.

h. Additional Information:

Eligible home repair includes: Roof Replacement: Complete replacement of deteriorated roofing systems to eliminate substandard or unsafe roofing conditions and to prevent further roofing deterioration including damaged soffit and fascia. Replacement of existing gutters if required.

Home Repairs: Window replacement, door replacement, exterior painting, exterior wall and stucco repair, air conditioning and heating systems, insulation, and termite treatment and repair (termite inspection required).

The repairs shall be guided by The GreenHome Initiatives' principles including, but not limited to, the following:

Window replacement (impact resistant and tinted), paints and primers that meet Green Seal G-11 Environmental Standard, building envelope sealing specifications (repair of holes, cracks, seams, waterproofing), installation of HVAC systems with SEER rating. Air handler/return ducts in garages or unsealed garage attics are not permitted. Homeowners shall be encouraged to obtain an Energy Audit from Florida Power & Light (FPL).

Hurricane/Storm Shutters: The installation of hurricane shutters and storm shutters is an eligible item when included in the overall repair project to be performed by the Contractor and only if required by code or ordinance.

Code Violations: Repairs will not be provided to those illegal structures built without a permit.

Exterior Paint: Provides external painting assistance to eligible applicants for improving or maintaining owner-occupied housing and prevent further deterioration for properties within non-entitlement cities, unincorporated Broward County and the City of Weston. This is a Broward County funded strategy and is a Grant. Maximum award is \$5,000.00

Water Sewer Connection: Assists eligible applicants with funding for sewer connections to a water supply and sewage discharge system being installed in areas or neighborhoods where Broward County is requiring mandatory sewer connection, and with emergency plumbing requests that pose a health hazard to the eligible homeowner. This is a Broward County funded strategy with a maximum award of \$10,000.00 and is a Grant. Not applicable for City of Margate homeowners.

6. SPECIAL NEEDS-BARRIER FREE	Code 3
-------------------------------	--------

a. Summary of Strategy:

The strategy is designed to remove barriers, improve accessibility to qualified persons. Qualified persons is defined as persons age 62 years and older or persons with special needs in accordance with the definitions of "Persons with special needs" and "Developmental disability" set forth in Sections 420.0004(13) and 393.063(9), Florida Statutes, respectively, and to provide for health and safety repairs as needed by qualified persons to maintain their independence at properties within non-entitlement cities, unincorporated Broward County, the City of Weston and the City of Margate.

In the event the home repair assistance is unavailable to cover safety and health items, such as deteriorated roofing systems, windows, plumbing, and electrical, then the Special Needs Barrier-Free Housing Strategy will cover these items prior to removing barriers to the interior of the home within non-entitlement cities, unincorporated Broward County and the City of Weston. In the event the home repair assistance is unavailable to cover safety and health items, such as deteriorated roofing system within the City of Margate, then the Special Needs Barrier-Free Hosing Strategy will cover these items prior to removing barriers to the interior of the home.

Eligible uses for barrier removal and home modifications include: modifications to widen doorways, install accessible doors and hardware, widen halls, kitchens, bathrooms, and bedrooms to accommodate mobility aides (canes, walkers, wheelchairs, and scooters); grab bars; entry ramps, railings, walkways and landings; nonslip floor surfaces throughout the home environment, including carpeting;

pushable or lever hardware; delayed opening and closing mechanisms on egress and garage doors; interior doors; improved lighting; accessible appliances which include, but are not limited to, front or touch-type controls; bathroom and kitchen lever faucets; installation of accessible cabinets, shelves, drawers, sinks, toilets, kitchen, bathroom, utility room, roll-in style or permanent shower chair, hand held shower, nonslip surfacing on accessible roll-in with or without curb shower; accessible touch-type light switches and thermostats; smoke alarms and fire detectors; removal of other architectural barriers, repair of cracked driveways; cracked or hazardous sidewalks [are also eligible]; and housing for persons with special needs in accordance with the definitions of "Persons with special needs" and "Developmental disability" set forth in Sections 420.0004(13) and 393.063(9), Florida Statutes, respectively.

- b. Fiscal Years Covered: 2016-2017, 2017-2018, and 2018-2019
- c. Income Categories to be served: Very Low, Low, and Moderate
- d. Maximum award: \$100,000 Broward County/Weston funds; \$70,000 City of Margate funds
- e. Terms:
 - 1. Loan/deferred loan/grant: Deferred Payment Loan
 - 2. Interest Rate: 0%
 - 3. Term: 10 Years
 - 4. Forgiveness/Repayment: The loan will be forgiven at the end of the loan term
Effective with FY 2018/2019 funding, the amount due under the Mortgage and the Promissory Note shall remain fixed for the ten-year term following the date of execution. Upon the anniversary date of the tenth (10th) year under the Promissory Note, the amount of the loan shall be forgiven.
 - 5. Default/Recapture: Recapture of funds will occur in the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and loss of property ownership, and for failure to comply with the terms of the SHIP Mortgage and Promissory Note).

- f. Recipient Selection Criteria:

Certified eligible homeowners will be selected on a first-qualified, first-served basis within the income groups, with the exception of those qualified homes deemed as an emergency by Broward County inspectors, which may be given priority.

f.1. Eligible homeowners must reside in non-entitlement cities, unincorporated Broward County the City of Weston or the City of Margate, Florida. Verification of ownership and payment of property taxes will be conducted to determine eligibility.

f.2. Property assessed value as stated on the Broward County Property Appraiser's website may not exceed the current value per the IRS Revenue Proclamation for properties receiving assistance under this LHAP. Properties must be owner-occupied.

f.3. Where Broward County funds are used, applicants will not be eligible for any additional repairs under this strategy while they have any type of home repair mortgage with Broward County. Applicants with ownership interest in multiple real properties are not eligible for this program. The only real property a qualified applicant may own is the property being considered to receive repairs.

f.4. For the City of Margate recipients, after completion of repairs, applicants will not be eligible for any additional repairs under this strategy or any other Margate grant funded home repair program. City of Margate applicants who previously received funding for home repair under any Margate grant funded home repair program, are not eligible for this program.

g. Eligible Sponsor Selection Criteria:

Additional points will be awarded to the Eligible Sponsor that has verifiable experience in providing green single-family rehabilitation and has demonstrated its overall knowledge of The GreenHome Initiatives' principles.

Broward County, through an RFP process, may select a for-profit or nonprofit corporation, individuals, or partnerships to conduct the SHIP income certification process for all applicants. The Eligible Sponsor must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County. These criteria shall be used to score the proposal submitted in response to the RFP.

h. Additional Information:

Broward County SHIP funds may be used to leverage other State, Federal, local funding, or Bond Programs including, but not limited to, Predevelopment Loan Program, HOME Investments Partnership Program funding, and CDBG funding. City of Margate's funds may not be used to leverage other State, Federal, or local funding.

a. Summary of Strategy:

The Disaster Mitigation Strategy provides assistance to owner-occupied households for properties within non-entitlement cities, unincorporated Broward County, the City of Weston, or the City of Margate, following a disaster as declared by the President of the United States of America or the Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any SHIP funds that have not yet been encumbered. or additional disaster funds allocated by the Florida Housing Finance Corporation. Funds may be allocated to applicants affected by COVID-19 Pandemic for rental/utility/HOA assistance

SHIP disaster funds may be used for items including, but not limited to:

- a.1 Purchase of emergency supplies for eligible households to weatherproof damaged homes.
- a.2 The purchase of emergency supplies for eligible households to weatherproof and/or secure roofs. Doors, and windows of damages homes.
- a.3 Interim repairs to avoid further damage, and tree and debris removal required to make the individual housing unit habitable, including the following;
 - a.3.1. Payment of insurance deductibles for rehabilitation of homes covered under homeowner insurance policies;
 - a.3.2. Payment for rehabilitation of homes with noninsured repairs needed; and
 - a.3.3. Security deposits and rental assistance for the duration of Florida Office of the Governor Executive Orders for eligible recipients that have been displaced from their homes due to damage caused by the disaster;
- a.4 Expenditures as approved by Executive Order or Emergency Rule provided by the Florida Housing Finance Corporation.
- a.5 Other activities as proposed by Broward County and approved by the Florida Housing Finance Corporation.
- a.6 Repairs to roofs in a condominium complex are contingent upon all owners being determined eligible pursuant to Section 420.9071(10), Florida Statutes, "Eligible persons." In the event all that residents are not income eligible, the non-eligible residents will be responsible for their assessed portion of the cost of repairs.

a.7 Repairs to manufactured homes that bear the insignia of the Florida Department of Community Affairs, which confirms the home is a manufactured home.

a.8 City of Margate SHIP funds can only be used for a.1 only.

b.1 Temporary rent and utility payments for up to 6 months for tenants financially impacted by COVID-19; temporary mortgage, HOA and utility payments for up to 6 months for homeowners financially impacted by COVID-19 with a maximum payout of \$5,000 per eligible household utilizing Broward County, Margate and Weston funds.

b.2 Loan/deferred loan/grant: Grant

c. Fiscal Years Covered: 2016-2017, 2017-2018, and 2018-2019

d. Income Categories to be served: Very Low, Low, and Moderate

e. Maximum award: \$40,000 Broward County and City of Weston funds for minor home repair

Maximum award: \$1,000 City of Margate funds for assistance provided under a.1

Maximum award for COVID-19 assistance provided under b.1: \$5,000

f. Terms:

1. Loan/deferred loan/grant: Broward County, City of Weston: Deferred Payment Loan for minor home repair activities; City of Margate: Grant. COVID-19 activities will be a Grant.

2. Interest Rate: 0%

3. Term: 10 Years Broward County, and Weston funds.

4. Forgiveness/Repayment: The loan is forgiven at the end of the term.

Default/Recapture: Recapture of funds will occur in the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and loss of property ownership, and for failure to comply with the terms of the SHIP Mortgage and Promissory Note). The repayment provisions are not applicable to transfer of title to an income eligible heir(s). In the event the heir does not adhere to the terms of the SHIP Mortgage and Promissory Note for the remainder of the term, the County shall deem the loan in default and request repayment of the loan.

g. Recipient Selection Criteria:

Certified eligible homeowners will be selected on a first-come, first-qualified basis within the income eligible groups, with the exception of those qualified homes deemed as an emergency by Broward County inspectors, which may be given priority.

Certified eligible tenants will be selected on a first-come, first qualified basis within the income eligible groups for assistance under b.1.

g.1. Eligible homeowners must reside in non-entitlement cities, unincorporated Broward County, the City of Weston, or the City of Margate. Verification of ownership and payment of property taxes will be conducted to determine eligibility.

g.2. Property assessed value as stated on the Broward County Property Appraiser's website may not exceed the current value per the IRS Revenue Proclamation for properties receiving Broward County assistance. Properties must be owner-occupied.

h. Eligible Sponsor Selection Criteria:

"Eligible Sponsor" means a person or a private or public for-profit, nonprofit, or government entity that applies for an award under the local housing assistance plan for the purpose of assisting qualified income eligible persons with housing matters related to this strategy.

Additional points will be awarded to the Eligible Sponsor that has verifiable experience in providing green single-family rehabilitation and has demonstrated its overall knowledge of The GreenHome Initiatives' principles.

Broward County, through an RFP process, may select a for-profit or nonprofit corporation, individuals, or partnerships to conduct the SHIP income certification process for all applicants. The Eligible Sponsor must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County. County may elect to work with Human Services to conduct income eligibility of applicants.

i. Additional Information:

SHIP funds may be used to leverage other State, Federal, local funding, or Bond Programs including, but not limited to, Predevelopment Loan Program, HOME Investments Partnership Program funding, and CDBG funding. City of Margate's funds may not be used to leverage other State, Federal, or local funding.

9. REHABILITATION - RENTAL	Code 14
----------------------------	---------

a. Summary of Strategy:

The strategy provides financial assistance to owners of multi-family rental properties for the purpose of acquisition, rehabilitation, or a combination of acquisition and rehabilitation. The property must be greater than a four (4) unit building. Funds may be used to make essential improvements and to replace major housing systems in danger of failure. Property purchased may be used to provide Homeless Transitional Housing. This is a Broward County funded strategy.

b. Fiscal Years Covered: 2016-2017, 2017-2018, and 2018-2019

c. Income Categories to be served: Very Low, Low, and Moderate

d. Maximum award: \$40,000 Per Unit

e. Terms:

1. Loan/deferred loan/grant: Deferred Payment Loan

2. Interest Rate: 0%

3. Term: 15 Years

4. Forgiveness/Repayment:

Eligible developer or sponsor shall execute a Mortgage and Promissory Note providing for a deferred payment loan at an interest rate of zero percent (0%) per annum for a term of fifteen (15) years. The eligible developer or sponsor will also be required to execute a Declaration of Restrictive Covenants, in a form provided by the County, to ensure that the property remains affordable during the affordability period of fifteen (15) years. The Promissory Note shall provide for repayment of the outstanding balance on the loan, during the fifteen (15) year affordability period, upon the sale, assignment, or transfer of title to the property, or refinancing of the loan, unless such refinancing is in accordance with the County's subordination policy (Exhibit H), and is subject to the restrictions by the most restrictive funding sources during the fifteen (15) year affordability period. Upon the fifteenth (15th) anniversary date of the execution of the Promissory Note, the amount of the loan for the project will be forgiven, and the County will execute a Satisfaction of Mortgage and a Release of Restrictive Covenants, and will record such documents in the Official Public Records for Broward County

5. Default/Recapture: Recapture of funds will occur in the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and loss of property ownership, and for failure to comply with the terms of the SHIP Mortgage/Note).

f. Recipient Selection Criteria:

County staff will confer with developer/management company to ensure property management staff receives income and rent charts for selection of income qualified tenants. Monitoring of tenants and income recertification will be conducted by County staff on an annual basis. In the event, the property has received additional funds from other federal or state agencies, the County will request proof of initial lease agreements and annual income compliance reports from the compliance monitors.

g. Eligible Developer/Sponsor Selection Criteria:

"Eligible Developer/Sponsor" means a person(s) or a private or public for-profit, nonprofit, or government entity that applies for an award through the Request for Proposal process for the purpose of providing qualified housing for eligible persons. Additional points will be awarded to the Eligible Developer/Sponsor that has incorporated green building techniques in the rehabilitation of multifamily projects and has demonstrated its overall knowledge of The GreenHome Initiatives' principles.

Broward County, through an RFP process, may select a for-profit or nonprofit corporation, individuals, and partnerships to conduct the SHIP income certification process for all applicants. The Eligible Developer/Sponsor must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County.

Preference will be given in the selection process to the Eligible Developer/Sponsor that employs personnel from the Florida Welfare Transition Program.

h. Additional Information:

SHIP funds may be used to leverage other State, Federal, local, or Bond Programs including, but not limited to, Predevelopment Loan Program, HOME Program, and CDBG.

10. NEW CONSTRUCTION - RENTAL	Code 21
-------------------------------	---------

a. Summary of Strategy:

The strategy is designed to expand affordable housing opportunities for renters (by constructing new multifamily rental units to be occupied by income-eligible families. This is a Broward County funded strategy.

Eligible costs may include, but not be limited to, professional fees (engineering, architectural, surveying, and consulting costs), and interest buy downs. Infrastructure expenses are typically paid by the developer, including streets, roadways, parking areas; sidewalks, pathways, walkways; storm-drainage systems; sanitary systems; water supply systems, water mains, connections, hydrants, meters;

utilities and utility easements for telephone, cable, electric lines, and rights-of-way; and street lighting. Infrastructure expenses must be on-site and must be directly related to the housing being assisted with SHIP funds.

Payment of all soft costs associated with the development, include, but are not limited to, preliminary and Final Plat Review, Engineering Service Charges, Recording Fees, Site Plan Review Fees, Minor Review Fees, Surface Water Licenses, Permits to Construct in Right-of-Way, Sewer and Water Installation Fee, Sewer and Water Plan Review, Waste Water License, Building Permits, Road Construction Agreement Review, Traffic Study/Action Plan Review, Environmental Impact Review, Surface Water Permits, Land Use Amendment Review, Septic Tank Permits, Well Permits, and Payment of school, road, park, police, fire, and water and sewer impact fees.

Hard costs are typically or customarily treated as construction costs by institutional lenders, or any other reasonable hard or soft costs associated or involved with the development or construction process, including land costs.

Reimbursement of eligible soft or hard costs will not be paid until the project is eighty percent (80%) completed as evidenced by the County's inspection.

- b. Fiscal Years Covered: 2016-2017, 2017-2018, and 2018-2019
- c. Income Categories to be served: Very Low, Low, and Moderate
- d. Maximum award: \$60,000 Per Unit
- e. Terms:
 - 1. Loan/deferred loan/grant: Deferred Payment Loan
 - 2. Interest Rate: 0%
 - 3. Term: 30 Years
 - 4. Forgiveness/Repayment:

. The Eligible Developer/Sponsor will also be required to execute a Declaration of Restrictive Covenants, in a form provided by the County, to ensure that the property remains affordable during the affordability period of thirty (30) years. Repayment of the full amount of the loan will be required upon the sale, assignment, or transfer of title to the property, or refinancing, unless such refinancing is in accordance with the County's subordination policy, and is subject to the restrictions by the most restrictive funding sources, during the thirty (30) year affordability period. Upon the thirtieth (30th) anniversary date of the execution of the Promissory Note, the amount of the loan for the project will be forgiven, and the County will execute a Satisfaction of Mortgage and a Release of Restrictive Covenants, and record such documents in the Official Public Records for Broward County.

5. Default/Recapture: Recapture of funds will occur in the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership, and for failure to comply with the terms of the SHIP Mortgage/Note).

f. Recipient Selection Criteria:

County staff will provide training to property management staff for selection of income qualified tenants. Monitoring of tenants and income recertification will be conducted by County staff on an annual basis.

g. Eligible Developer/Sponsor Selection Criteria:

"Eligible Developer/Sponsor" means a person or a private or public for profit, nonprofit, or government entity that applies for an award through the Request for Proposal process or have been awarded funding through the LIHTC or SAIL Programs for the purpose of developing eligible housing for eligible persons. Additional points will be awarded to the Eligible Developer/Sponsor that has incorporated green building techniques in the construction of multifamily projects and has demonstrated its overall knowledge of The Green Home Initiatives' principles.

Broward County, through an RFP process, may select a for-profit or nonprofit corporation, individuals, or partnerships to conduct the State Housing Initiatives Partnership income certification process for all applicants. The Eligible Developer/Sponsor must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County.

Preference will be given in the selection process for the Eligible Developer/Sponsor that employs personnel from the Florida Welfare Transition Program.

h. Additional Information:

Rental or New Construction may accompany upgraded water and sewer supply systems; improved drainage; new road pavement; swales; sod; landscaping; and neighborhood signage.

SHIP funds may be used to leverage other State, Federal, local, or Bond programs such as Predevelopment Loan Program, HOME, and CDBG.

11. COMMUNITY LAND TRUST	Code 2
--------------------------	--------

a. Summary of Strategy:

The Community Land Trust [CLT] strategy assists eligible first-time homebuyers with a deferred payment loan to be applied towards the principal reduction for construction/acquisition of new/existing single-family homes within the Community Land Trust inventory. By taking the cost of the land out of the purchase price and by further writing down the purchase price in an amount equal to the SHIP funds provided by the County, the cost of the home is significantly reduced. A first-time homebuyer is defined as a person who has never owned a home or has not owned a home within the last three (3) years.

The CLT transfers title to the homebuyer but retains ownership of the land beneath the improvements. The CLT provides a 99-year ground lease for the use of the land to the homebuyer. The terms of the ground lease restrict the resale of the property to an income eligible household.

The CLT has a stewardship role that continues in perpetuity to assure that the CLT home remains in the County's affordable housing stock.

b. Fiscal Year Covered: 2018-2019

c. Income Categories to be served: Very-low, low and moderate

d. Maximum award: \$75,000

e. Terms:

1. Loan/deferred payment loan/grant: Deferred payment loan

2. Interest Rate: 0%

3. Term: 30 years (mortgage), 99 Years (land restriction)

4. Forgiveness/Repayment: No forgiveness is applied. Provided the home continues to be occupied by an income eligible household, the SHIP monies will not be subject to recapture upon resale. The investment is available for the subsequent CLT homebuyer. Repayment of the full loan award will be immediately due to the County at the end of the term or in the event any "qualifying event(s)" occur prior to expiration of the note.

Qualifying Events shall be:

- The CLT owner sells or transfers ownership of the property.
- The unit is rented by homeowner without prior authorization from the CLT/County.
- The unit is refinanced without prior authorization from the CLT/County.
- The occupant otherwise fails to abide by the terms of the ground lease or follow guidelines of the CLT/County

Such repaid funds will be utilized in accordance with the approved Local Housing Assistance Plan in effect at the time the funds are repaid.

5. Default/Recapture: Default is defined as the failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership. In the event of default on the first mortgage, the CLT must notify County whether it intends to exercise its right of refusal or repurchase. In the event, the home buyer received additional County funds, i.e. from the purchase assistance strategy secured by a mortgage and note, and sells to a buyer who does not meet the income eligibility requirements; the seller is required to repay the purchase assistance funds in accordance with terms of the purchase assistance mortgage/note.

Default shall also occur if the buyer fails to occupy the home as a primary residence.

f. Recipient Selection Criteria: First qualified, first served after completion of first-time home buyer class that contains a community land trust component. The recipient must be able to show and attest to a clear understanding of the difference between fee simple homeownership and community land trust homeownership. The recipient will acknowledge their understanding by signing an affidavit of understanding the two forms of homeownership.

g. Sponsor/Developer Selection Criteria: Eligible sponsors will be selected via the City's Request for Proposal (RFP) process and must meet the following selection criteria:

- Designated 501(c)(3) non-profit organization under IRS guidelines.
- Legally operating Community Land Trust within Broward County.
- Has demonstrated track record and production experience in the construction and delivery of affordable housing.
- Operating non-profit in partnership with Broward County to participate and further its goals in the delivery of affordable housing to the County's very low, low and moderate-income households.

III. LHAP Incentive Strategies – These Incentive Strategies are applicable to Broward County and City of Weston only, and are not applicable to the City of Margate, Florida. The City of Margate currently has Incentive Strategies A, C, F and H.

In addition to the required **Incentive Strategy A and Strategy B below**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, Florida Statutes:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in Section 163.3177(6)(f)(3), Florida Statutes, for affordable housing projects are expedited to a greater degree than other projects.

Contractors or developers are required to complete Broward County's uniquely titled and color-coded forms. These forms are submitted to the Broward County Planning and Development Management Division (PDMD) for review and approval. The Planners in PDMD make themselves available to guide these projects through the permitting system and notify the contractors or developers when the permits are approved.

B. Name of the Strategy: **Ongoing Review Process**

A process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Prior to the enactment of any new impact fee Ordinance, Broward County PDMD considers the effect on the cost of housing. For example, the latest School Impact Fee Ordinance provided for a significant increase with respect to multifamily dwelling units. The School Board of Broward County, Florida ("School Board"), establishes the school impact fee rates. However, Broward County is responsible for collecting the school impact fees per the County's School Impact Fee Ordinance. Prior to the enactment of the most recent School Impact Fee Ordinance, PDMD made a recommendation for approval contingent upon the School Board waiving school impact fees at one hundred percent (100%) for units that are certified as very low income. As of July 1, 2015, the School Board waived school impact fees for projects certified as very low income up to \$25,000 for a maximum of total waivers of \$375,000 per school fiscal year.

C. Name of the Strategy: **Modification of Impact Fee Requirements**

Developers submit an application to the County as part of their local tax credit match application. This request is reviewed by the County and the Housing Finance and Community Redevelopment Division certifying their multifamily rental new construction project as an affordable housing project. The County executes the Local Government Verification of Contribution Form. This form is provided to PDMD. PDMD ensures that affordable housing projects that are certified as low or very low income are eligible for waivers of school, park, and

transportation impact or concurrency fees as stated in the Broward County Land Development Code.

D. Name of the Strategy: **Bonus Density Flexibility**

The Broward County Land Use Plan (BCLUP) allows for increased density opportunities when constructing affordable housing. The affordable housing units must be restricted to a defined timeframe [currently thirty (30) years for rental or ownership], as well as additional criteria related to the development. The current BCLUP allows for bonuses of up to five (5) market rate dwelling units for each affordable unit. The program is authorized by the County and implemented by local governments. The County is pursuing an update to the BCLUP which will continue to promote this concept.

The update of the Broward County Land Use Plan, BrowardNext, was adopted by the Broward County Commission on April 25, 2017, which improved the bonus density program.

Policy 2.16.3 is an affordable housing bonus density for very-low, low and moderate ranges, based on a 15-year restriction. The formula also allows for greater bonus density when tied to premium transit.

E. Name of the Strategy: **Reservation of Infrastructure Capacity**

Due to current infrastructure management in Broward County, no capacity is set aside for affordable housing. However, to date, no affordable housing project has been stopped due to the unavailability of capacity. Any capacity issues are mitigated through the concurrency management systems in Broward County (school and transportation).

F. Name of the Strategy: **Affordable Accessory Residential Units**

PDMD administers Chapter 39, Zoning, of the Broward County Code of Ordinances, which is applicable in the unincorporated areas of Broward County.

The following low minimum floor area requirements per dwelling units are included in the Zoning Code and help promote affordability:

- Efficiency apartment: 400 square feet
- Multiple family housing unit: 600 square feet
- Single-family dwelling unit: 800 square feet (all zoning districts except RS-2)

Commercial and industrial zoning districts allow accessory dwelling units for caretaker and security quarters, subject to the availability and allocation of reserve units.

- G. Name of the Strategy: **Reduction of Parking and Setback Requirements**
PDMD administers Chapter 39, Zoning, of the Broward County Code of Ordinances, which is applicable in the unincorporated areas of Broward County.

Nonconforming Uses and Structures: The existing off-street parking facilities shall also be repaired and refurbished, and landscaping installed to the maximum extent possible, without reducing the amount of existing parking spaces on-site by more than twenty percent (20%).

- H. Name of the Strategy: **Flexible lot configurations, including Zero-Lot- Line**

PDMD administers Chapter 39, Zoning, of the Broward County Code of Ordinances, which is applicable in the unincorporated areas of Broward County.

Planned Development District (PDD): Property owners may apply for a rezoning to a PDD zoning district. The PDD is intended to encourage the implementation of innovative land planning and site design.

Zero lot line configurations are permitted, subject to the submittal, approval, and recordation of a subdivision plat.

- I. Name of the Strategy: **Modification of Street Requirements**

In accordance with Article IX, Chapter 5, Subsection 5-184(d)(3), of the Broward County Code of Ordinances (the "Land Development Code"),

Applicants for development permits for the construction of very low and/or low income affordable housing, as defined by Division 6, Land Development Code Definitions of this article, may choose the applicable alternative described below, in lieu of installing and completing all improvements, prior to the issuance of a development permit, as required by subsection 5-184(d)(1). These alternatives shall be exempt from the requirement to provide security as required by the "Minimum Construction Standards Applicable To Public Rights-of-Way Under Broward County Jurisdiction" except as provided herein.

- a) Applicants for development permits within the unincorporated area will execute a standard improvement phasing agreement, in a form

acceptable to Broward County, which specifies that no certificate of occupancy will be issued until all required improvements of the development are installed and completed in accordance with this Article. The agreement will be subject to Subsections 5-184(d)(2)a) through e). The agreement will be executed by all owners and mortgagees, be approved by the County Commission, and be recorded in the Official Records. Security will not be required prior to the installation of required improvements for development permits within the unincorporated area. The county will require the contractor(s) performing the work to post a security(ies), in a form acceptable to Broward County, to warranty the work for a period of twelve (12) months following completion of the improvement(s) by the contractor(s) and the initial acceptance of the improvements(s) by Broward County. Single family and/or duplex dwelling units proposed to be constructed on existing, platted lots, within the unincorporated area, which do not require replatting, will be exempt from the requirement to enter into the standard improvement phasing agreement and the requirement to post the security. No certificate of occupancy will be issued until all required improvements have been installed and completed in accordance with this Article. The County will be responsible for completing only those improvements stipulated in the standard improvement phasing agreement for which a certificate of occupancy has been issued prior to the installation of required improvements, in the event the developer is deemed by the County to be in default of their required improvements. Broward County will record the necessary document to release the obligations following the completion of the improvements by the contractor and acceptance of the improvement(s) by Broward County.

- b) Security will not be required, by Broward County, prior to the installation of required improvements for development permits within municipalities if applicants execute a standard improvement phasing agreement with Broward

County and the applicable municipality, in a form acceptable to Broward County, which specifies that no certificate of occupancy will be issued by the municipality until all required improvements of the development are installed and completed in accordance with this Article. The agreement will be subject to Subsections 5-184(d)(2)a) through e). The agreement will specify that the municipality will be responsible for completing only those improvements stipulated in the standard improvement phasing agreement for which a certificate of occupancy has been issued prior to the installation of required improvements, in the event the developer is deemed by the County to be in default of their required improvements. The agreement will be executed by the municipality and all owners and mortgagees, be approved by the County Commission, and be recorded in the Official Records. The agreement will constitute a first lien on the property and will be in lieu of the security requirements of subparagraph (d)(2) above. Broward County will record the necessary document to release the lien following the completion of the improvements by the contractor and acceptance of the improvement(s) by Broward County. The county will require the contractor(s) performing the work on functionally classified county jurisdiction roadways to post a security(ies), in a form acceptable to Broward County, to warranty the work for a period of twelve (12) months following completion of the improvement(s) by the contractor(s) and the initial acceptance of the improvements(s) by Broward County.

J. Name of the Strategy: **A printed inventory of locally owned public lands Suitable for affordable housing.**

The Broward County Real Property Division maintains a database of escheated parcels. This database is updated every Sunday night by the Property Appraiser's Office. The County surpluses the parcels. If escheated parcels are located within a municipality, the County allows the municipality to develop or build on the parcels. If escheated parcels are located within Broward Municipal Services District, formerly known as unincorporated Broward County, the Real Property Division notifies the Broward County Housing Finance and Community Redevelopment Division (HF&CRD) to confirm interest in developing affordable housing for resale. If HF&CRD does not express interest, the Real Property Division advertises parcels for sale to the public.

K. Name of the Strategy: **Ongoing Review Process**

A process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing

Prior to the enactment of any new impact fee Ordinance, PDMD considers the effect on the cost of housing. For example, the latest School Impact Fee Ordinance provided for a significant increase with respect to multi-family dwelling units and provided for the School Board to waive school impact fees at one hundred percent (100%) for units that are certified as very low income. The School Board establishes the school impact fee rates. However, Broward County is responsible for collecting the school impact fees pursuant to the County's School Impact Fee Ordinance.

L. Name of the Strategy: **Policies which support development near transportation hubs, major employment centers, and mixed-use developments**

The BCLUP promotes mixed-use development along major transportation and transit corridors, as well as employment centers. Residential development is a required, principal use. The BCLUP has actively pursued working with local governments to identify areas appropriate for this type of development. The County is in the process of updating the BCLUP which will continue to promote this concept.

IV. EXHIBITS:

- A. Administrative Budget for Each Fiscal Year Covered in the Plan
- B. Timeline for Estimated Encumbrance and Expenditure
- C. Housing Delivery Goals Chart (HDGC) for Each Fiscal Year Covered in the Plan
- D. LHAP Certification
- E. Adopted Resolutions
- F. Ordinance: N/A
- G. Interlocal Agreements
- H. Subordination Policies

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

LHAP 2017-2019

Exhibit A

BROWARD COUNTY, MARGATE, WESTON

Fiscal Year: 2016-2017	
Estimated Allocation for Calculating:	\$ 2,885,467.00
Salaries and Benefits	\$ 257,840.00
Office Supplies and Equipment	\$ 3,079.00
Travel Per diem Workshops, etc.	\$ 1,600.00
Advertising	\$ 2,250.00
Other*	\$ 23,777.00
Total	\$288,546.00
Fiscal Year: 2017-2018	
Estimated Allocation for Calculating:	\$ 2,211,894.00
Salaries and Benefits	\$ 203,683.00
Office Supplies and Equipment	\$ 450.00
Travel Per diem Workshops, etc.	\$ 400.00
Advertising	\$ 1,500.00
Other	\$ 15,156.00
Total	\$221,189.00
Fiscal Year 2018-2019	
Estimated Allocation for Calculating:	\$ 603,174.00
Salaries and Benefits	\$ 40,996.00
Office Supplies and Equipment	\$ -
Travel Per diem Workshops, etc.	\$ -
Advertising	\$ 1,000.00
Other-County Attorney/Rent	\$ 18,321.00
Total	\$60,317.00

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details: Building Rent \$12,000; County Attorney \$2,000; Dues/Membership \$250.00; Education Course Fee \$300.00; Print Ship \$100.00; Misc.Expense \$406.00; Self Insurance \$100.00

Exhibit B
Timeline for SHIP Expenditures

Broward County affirms that funds allocated for these fiscal years will (local government) meet the following deadlines:

Fiscal Year	Encumbered	Expended	1 st Year AR	2 nd Year AR	Closeout AR
2016-2017	6/30/2018	6/30/2019	9/15/2017	9/15/2018	9/15/2019
2017-2018	6/30/2019	6/30/2020	9/15/2018	9/15/2019	9/15/2020
2018-2019	6/30/2020	6/30/2021	9/15/2019	9/15/2020	9/15/2021

If funds allocated for these fiscal years are not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1 st Year AR Not Submitted	2 nd Year AR Not Submitted	Closeout AR Not Submitted
2016-2017	3/30/2018	3/30/2019	6/15/2017	6/15/2018	6/15/2019
2017-2018	3/30/2019	3/30/2020	6/15/2018	6/15/2019	6/15/2020
2018-2019	3/30/2020	3/30/2021	6/15/2019	6/15/2020	6/15/2021

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that (city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

FLORIDA HOUSING FINANCE CORPORATION													LHAP Exhibit C		
HOUSING DELIVERY GOALS CHART													Please check applicable box		
2016-2017													New Plan: <input type="checkbox"/>		
													Amendment: <input checked="" type="checkbox"/>		
Name of Local Government: Broward County/Cities: Weston & Margate													Fiscal Yr. Closeout: 2019		
Allocation: \$2,885,467.00															
Strategy #		HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total	
From Plan Text	Code	STRATEGIES (strategy title must be same as the title used in plan text)	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percent age	Units	
1	2	Purchase Assistance	3	\$60,000	3	\$60,000	0	\$60,000		\$25,000.00	\$375,000.00	\$400,000.00	13.86%	6	
2	10	New Construction	0	\$80,000	0	\$80,000	9	\$60,000	\$560,000.00	\$0.00		\$560,000.00	19.41%	9	
4	3	Home Repair	3	\$100,000	2	\$100,000	0	\$100,000		\$546,446.00		\$546,446.00	18.94%	5	
6	3	Special Needs/Barrier Free	3	\$100,000	2	\$100,000	0	\$100,000		\$577,100.00		\$577,100.00	20.00%	5	
8	3	Water Sewer	2	\$10,000	3	\$10,000	0	\$10,000		\$50,000.00		\$50,000.00	1.73%	5	
7	6	Disaster Repair	0	\$40,000	0	\$40,000	0	\$40,000		\$0.00		\$0.00	0.00%	0	
5	3	Exterior Paint	5	\$5,000	5	\$5,000	0	\$5,000		\$50,000.00		\$50,000.00	1.73%	10	
3	7	Foreclosure Prevention	0	\$10,000	0	\$10,000	0	\$10,000		\$0.00		\$0.00	0.00%	0	
		Subtotal 1 (Home Owners)	16		15		9		\$560,000.00	\$1,248,546.00	\$375,000.00	\$2,183,546.00	75.67%	40	
		RENTAL	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total	
		STRATEGIES	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	percentage	Units	
10	21	Rental New Construction	4	\$40,000	4	\$40,000	0	\$40,000	\$350,000.00			\$350,000.00	12.13%	8	
9	14	Rental Rehab	0	\$40,000	0	\$40,000	0	\$40,000	\$0.00			\$0.00	0.00%	0	
												\$0.00	0.00%	0	
												\$0.00	0.00%	0	
												\$0.00	0.00%	0	
		Subtotal 2 (Non-Home Ow)	4		4		0		\$350,000.00	\$0.00	\$0.00	\$350,000.00	12.13%	8	
		Administration Fees										\$288,546.00	10.00%		
		Admin. From Program Income											0.00%		
		Home Ownership Counseling										\$63,375.00	2.20%		
		GRAND TOTAL													
		Add Subtotals 1 & 2, plus	20		19		9		\$910,000.00	\$1,248,546.00	\$375,000.00	\$2,885,467.00	100.00%	48	
		Percentage Construct	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.										75%		
		Maximum Allowable Purchase Price:													
		Allocation Breakdown	Amount	%	Projected Program Income:		Max Amount Program Income For		\$0.00						
		Very-Low Income	\$1,031,446.00	35.7%	Projected Recaptured Funds:										
		Low Income	\$955,000.00	33.1%	Distribution:		\$2,885,467.00								
		Moderate Income	\$637,100.00	22.1%	Total Available Funds:		\$2,885,467.00								
		TOTAL	\$2,623,546.00	90.9%											

FLORIDA HOUSING FINANCE CORPORATION												Please check applicable box		
HOUSING DELIVERY GOALS CHART												New Plan: <input type="checkbox"/>		
Broward County's State funds are not available as yet. If you wish to purchase, 2017-2018												Amendment: <input type="checkbox"/>		
Name of Local Government: Broward County/Cities: Weston/Margate												Fiscal Yr. Closeout: 2020		
Allocation: \$2,211,894.00														
Strategy #		HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text)	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	ew Constructi	Rehab/Repair	Without Construction	Total	Total	Total
From Plan Text	Code		Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
1	2	Purchase Assistance	2	\$60,000	2	\$60,000	0	\$60,000		\$100,000.00	\$198,305.00	\$298,305.00	13.49%	4
2	10	New Construction	0	\$60,000	0	\$60,000	0	\$60,000		\$0.00		\$0.00	0.00%	9
4	3	Home Repair	4	\$100,000	3	\$100,000	1	\$100,000		\$800,000.00		\$800,000.00	36.17%	8
6	3	Special Needs/Barrier Free	2	\$100,000	2	\$100,000	0	\$100,000		\$442,400.00		\$442,400.00	20.00%	4
8	3	Water Sewer	0	\$10,000	0	\$10,000	0	\$10,000		\$0.00		\$0.00	0.00%	0
7	5	Disaster Repair	0	\$40,000	0	\$40,000	0	\$40,000		\$0.00		\$0.00	0.00%	0
5	3	Exterior Paint	0	\$5,000	0	\$5,000	0	\$5,000		\$0.00		\$0.00	0.00%	0
3	7	Foreclosure Prevention	5	\$10,000	3	\$10,000	2	\$10,000		\$0.00	\$100,000.00	\$100,000.00	4.52%	10
11	2	Community Land Trust	0	\$75,000	0	\$75,000	0	\$75,000		\$0.00	\$0.00	\$0.00	0.00%	0
Subtotal 1 (Home Ownership)			13		10		3		\$0.00	\$1,342,400.00	\$298,305.00	\$1,640,705.00	74.18%	35
RENTAL STRATEGIES			VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	ew Constructi	Rehab/Repair	Without Construction	Total	Total	Total
10	21	Rental New Construction	2	\$60,000	2	\$60,000	2	\$60,000	\$350,000.00			\$350,000.00	15.82%	6
9	14	Rental Rehab	0	\$60,000	0	\$60,000	0	\$60,000	\$0.00			\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
Subtotal 2 (Non-Home Ownership)			2		2		2		\$350,000.00	\$0.00	\$0.00	\$350,000.00	15.82%	6
Administration Fees												\$221,189.00	10.00%	
Admin. From Program Income													0.00%	
Home Ownership Counseling													0.00%	
GRAND TOTAL														
Add Subtotals 1 & 2, plus all Ad			15		12		5		\$350,000.00	\$1,342,400.00	\$298,305.00	\$2,211,894.00	100.00%	41
Percentage Construction/Re			Calculate Constr/Rehab Percent by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.										77%	
Maximum Allowable														
Purchase Price:									New	\$317,647	Existing	\$317,647		
Allocation Breakdown			Amount		%				Projected Program Income:		Max Amount Program Income For		\$0.00	
Very-Low Income			\$890,000.00		40.2%				Projected Recaptured Funds:					
Low Income			\$769,000.00		34.8%				Distribution:		\$2,211,894.00			
Moderate Income			\$338,000.00		15.3%				Total Available Funds:		\$2,211,894.00			
TOTAL			\$1,997,000.00		90.3%									

HOUSING DELIVERY GOALS CHART													New Plan:	
2018-2019													Amendment:	
Name of Local Government: Broward County/Cities: Weston & Margate													Fiscal Yr. Closeout:	

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government: BROWARD COUNTY

- (1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.
- (3) A process for selection of recipients for funds has been developed.
- (4) The eligible municipality or county has developed a qualification system for applications for awards.
- (5) Recipients of funds will be required to contractually commit to program guidelines.
- (6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.
- (7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds within 24 months following the end of the State fiscal year in which they are received.
- (8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.
- (9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation within 21 days after adoption.
- (10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.
- (11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.

- (13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.
- (14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.
- (15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.
- (17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)
- (18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.
- (19) The provisions of Chapter 83-220, Laws of Florida has or ☒ has not been implemented.

Witness

Chief Elected Official or designee

Marty Gar MAYOR

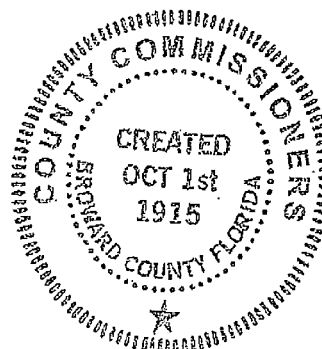
Witness

Type Name and Title

Date

OR

Attest: **Roberto Hernandez**
(Seal) Deputy County Administrator



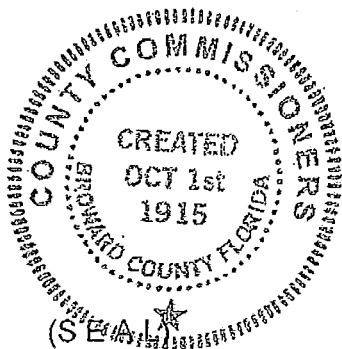
STATE OF FLORIDA)

) SS

COUNTY OF BROWARD)

I, Bertha Henry, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Certification to Florida Housing Finance Corporation the same that appears in the minutes of said Board of County Commissioners meeting held on the 26th day of April, 2016. (Item 14B)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 28th day of April, 2016. (Item 14B)



Bertha Henry
COUNTY ADMINISTRATOR

Mary Anne Early

Deputy Clerk

RESOLUTION NO. 2016-243

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ("BOARD") APPROVING THE JOINT LOCAL HOUSING ASSISTANCE PLAN ("LHAP") FOR THE STATE OF FLORIDA'S FISCAL YEARS 2017, 2018, AND 2019, AS REQUIRED UNDER THE STATE HOUSING INITIATIVES PARTNERSHIP ACT, SECTIONS 420.907 THROUGH 420.9079, FLORIDA STATUTES, AND RULE 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE COUNTY ADMINISTRATOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS RELATING TO THE LHAP AS REQUIRED BY THE STATE OF FLORIDA AND SUBMIT THE LHAP AND REQUIRED ANNUAL REPORTS TO THE FLORIDA HOUSING FINANCE CORPORATION FOR REVIEW AND APPROVAL; AUTHORIZING THE HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION DIRECTOR TO MAKE TECHNICAL AND CLARIFYING REVISIONS TO THE LHAP AS PROVIDED IN THE RESOLUTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317, Laws of Florida, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership ("SHIP") Act, codified in Sections 420.907 through 420.9079, Florida Statutes, and Rule 67-37, Florida Administrative Code, collectively referred to as the "SHIP Rules and Regulations" require local governments seeking a distribution of SHIP funding to develop a one-to three-year Local Housing Assistance Plan ("LHAP"), outlining how SHIP funds will be used and the maximum SHIP funds allowable for each strategy; and

1 WHEREAS, the SHIP Rules and Regulations require the LHAP to include a
2 description of the incentive strategies and activities to be undertaken by Broward
3 County as described in Rule 67-37.005, Florida Administrative Code, reference the
4 requirements of Sections 420.907 through 420.9079, Florida Statutes, provide how
5 each of those requirements shall be met, and describe the process the County followed
6 in developing the plan; and

7 WHEREAS, the SHIP Rules and Regulations require local governments to
8 establish in the LHAP an average area purchase price for new and existing housing
9 assisted with SHIP funds; and

10 WHEREAS, the SHIP Rules and Regulations require the County to submit the
11 LHAP to the Florida Housing Finance Corporation ("Corporation") for review and
12 approval to qualify for a distribution of SHIP funds, NOW, THEREFORE,

13
14 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
15 BROWARD COUNTY, FLORIDA:

16
17 Section 1. That the above recitals are incorporated herein as if set forth in full
18 hereunder.

19 Section 2. That the Broward County Board of County Commissioners
20 ("Board") approves the LHAP for the State's Fiscal Years 2017, 2018, and 2019, a copy
21 of which is attached hereto as Attachment "A."

22 Section 3. That the Board finds that the maximum sales price per unit included
23 in the LHAP for acquisition or new construction of affordable housing, or for repair and
24 renovation of existing affordable housing units utilizing SHIP funds allocated to the

1 County shall not exceed Three Hundred Twenty-nine Thousand Two Hundred
2 Sixty-nine Dollars (\$329,269) for the State's Fiscal Years 2017, 2018, and 2019, which
3 amount reflects ninety percent (90%) of the median area purchase price in accordance
4 with the SHIP Rules and Regulations.

5 Section 4. That the Board has determined the maximum per unit cost
6 allowable for each strategy under the LHAP for the State's Fiscal Years 2017, 2018, and
7 2019 are as follows:

8 <u>Strategy</u>	<u>Maximum SHIP Funds</u>
9 Purchase Assistance	\$ 60,000
10 New Construction - Single Family	\$ 60,000
11 Foreclosure Prevention	\$ 10,000
12 Exterior Paint Program	\$ 5,000
13 Disaster Relief Assistance	\$ 40,000
14 Home Repair - Single Family	\$100,000
15 Special Needs/Barrier Free	\$100,000
16 Water Sewer Connection	\$ 10,000
17 Rental Acquisition/Rehabilitation	\$ 40,000
18 Rental - New Construction	\$ 40,000

19 Section 5. That the Board finds that five percent (5%) of the SHIP funds
20 distributed to the County plus five percent (5%) of program income is insufficient to
21 adequately fund the necessary costs of administering the LHAP. Accordingly, pursuant
22 to the SHIP Act, the County authorizes expenditures of an amount not to exceed ten
23 percent (10%) of SHIP funds plus five percent (5%) of program income for
24 administration and implementation of the LHAP.

1 Section 6. That the Board authorizes the County Administrator to submit a
2 projected budget to the Board for adoption in accordance with the LHAP, and following
3 notification from the Corporation of the total allocation of SHIP funds to be distributed to
4 the County, submit to the Board for adoption an unanticipated revenue Resolution to
5 recognize the amount of SHIP funding.

6 Section 7. That the Board authorizes the County Administrator to submit the
7 LHAP to the Corporation for review and approval, and to execute the Certification to the
8 Corporation, attached hereto as Attachment "B," and any necessary documents
9 required by the State of Florida relating to the LHAP in accordance with the SHIP Rules
10 and Regulations.

11 Section 8. That the Board authorizes the Housing Finance and Community
12 Redevelopment Division Director to make any technical or clarifying revisions to the
13 LHAP, as provided in Section 420.9071(22), Florida Statutes, including, but not limited
14 to, revisions to affordability periods for strategies, which are not considered plan
15 amendments requiring approval of the Corporation, and submit the revisions to the
16 Corporation for purposes of notification.

17 Section 9. SEVERABILITY.

18 If any portion of this Resolution is determined by any Court to be invalid, the
19 invalid portion shall be stricken, and such striking shall not affect the validity of the
20 remainder of this Resolution. If any Court determines that this Resolution, or any portion
21 hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies),
22 or circumstance(s), such determination shall not affect the applicability hereof to any
23 other individual, group, entity, property, or circumstance.

1 Section 10. EFFECTIVE DATE.

2 This Resolution shall become effective upon adoption.

3
4 ADOPTED this 26th day of April, 2016. Item # 14A

5
6
7 Approved as to form and legal sufficiency:
8 Joni Armstrong Coffey, County Attorney

9
10 By /s/ Patrice M. Eichen 04/13/16
11 Patrice M. Eichen (date)
12 Assistant County Attorney
13
14
15
16
17
18
19
20
21

22 PME/dp
23 04/13/16
24 LHAP-2 2016.r01.doc
#16-129.14

STATE OF FLORIDA)

) SS

COUNTY OF BROWARD)

I, Bertha Henry, County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution 2016-243, the same appears in the minutes of said Board of County Commissioners meeting held on the 26th day of April, 2016. (Item 14)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal dated this 28th day of April, 2016.

BERTHA HENRY
COUNTY ADMINISTRATOR



By Maryanne Clark
Deputy Clerk

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THE JOINT LOCAL HOUSING ASSISTANCE PLAN ("LHAP") FOR THE STATE OF FLORIDA'S FISCAL YEARS 2018 AND 2019, UNDER THE STATE HOUSING INITIATIVES PARTNERSHIP ACT, SECTIONS 420.907 THROUGH 420.9079, FLORIDA STATUTES, AND RULE 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE COUNTY ADMINISTRATOR TO AMEND THE LHAP TO ADD A NEW STRATEGY, COMMUNITY LAND TRUST, TO EXECUTE ANY NECESSARY DOCUMENTS RELATING TO THE AMENDED LHAP, AND TO SUBMIT THE AMENDED LHAP TO THE FLORIDA HOUSING FINANCE CORPORATION FOR REVIEW AND APPROVAL; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317, Laws of Florida, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership ("SHIP") Act, codified in Sections 420.907 through 420.9079, Florida Statutes, and Rule 67-37, Florida Administrative Code, collectively referred to as the "SHIP Rules and Regulations," require local governments seeking a distribution of SHIP funding to develop a one- to three-year Local Housing Assistance Plan ("LHAP"), outlining how SHIP funds will be used and the maximum SHIP funds allowable for each strategy under the LHAP; and

1 WHEREAS, the County desires to amend the LHAP to add a new strategy,
2 Community Land Trust; and
3

4 WHEREAS, the SHIP Rules and Regulations require the County to submit an
5 amendment to the LHAP to the Florida Housing Finance Corporation ("Corporation") for
6 review and approval when a new strategy is added to the LHAP, NOW, THEREFORE,
7

8 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
9 BROWARD COUNTY, FLORIDA:
10

11 Section 1. That the Board approves amending the LHAP for the State's Fiscal
12 Years 2018 and 2019, to add a new strategy, Community Land Trust, authorizes the
13 County Administrator to submit an amended LHAP to the Corporation for review and
14 approval, and authorizes the County Administrator to execute any necessary
15 documents required by the State of Florida relating to the amended LHAP in
16 accordance with the SHIP Rules and Regulations.
17

18 Section 2 SEVERABILITY.

19 If any portion of this Resolution is determined by any Court to be invalid, the
20 invalid portion shall be stricken, and such striking shall not affect the validity of the
21 remainder of this Resolution. If any Court determines that this Resolution, or any portion
22 hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies),
23
24

1 or circumstance(s), such determination shall not affect the applicability hereof to any
2 other individual, group, entity, property, or circumstance
3

4 Section 3. EFFECTIVE DATE.

5 This Resolution shall become effective upon adoption.
6

7 ADOPTED this 20th day of March, 2018. # 18
8
9

10 Approved as to form and legal sufficiency:
11 Andrew J. Meyers, County Attorney

12 By /s/ Patrice M. Eichen 02/20/18
13 Patrice M. Eichen (Date)
14 Assistant County Attorney

15 By /s/ Jeffrey S. Siniawsky 02/20/18
16 Jeffrey S. Siniawsky (Date)
17 Assistant County Attorney
18
19
20
21

22
23 PME/dp
02/20/18
SHIP LHAP 2018-2019 r01
24 60129

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF WESTON

for

PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD
COUNTY OF THE CITY OF WESTON'S STATE HOUSING INITIATIVES
PARTNERSHIP (SHIP) PROGRAM FOR THE STATE OF FLORIDA'S FISCAL YEARS
2016-2017, 2017-2018, AND 2018-2019

This is an Interlocal Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Weston, a municipal corporation of the State of Florida ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 through 420.9079, Florida Statutes, provides for the establishment of local housing assistance programs; and

WHEREAS, the SHIP Act encourages the establishment of joint local housing assistance programs, and authorizes local governments to enter into interlocal agreements to establish and implement such programs; and

WHEREAS, the Parties desire to address the housing needs of their respective residents, and to promote the efficient location, design, and provision of affordable housing; and

WHEREAS, the Parties believe the establishment and implementation of a joint local housing assistance program is a more efficient use of resources; and

WHEREAS, City is considered an eligible municipality under the SHIP Act entitling City to receive its own allocation of SHIP Program funds; however, City desires for County to receive City's allocation of SHIP Program funding and administer the SHIP Program funds in accordance with the terms of this Agreement; and

WHEREAS, the Parties desire to distribute SHIP Program funds pursuant to the terms of this Agreement, and provide for County to prepare, implement, and administer the joint local housing assistance program in accordance with the requirements under the SHIP Act and Rule 67-37, Florida Administrative Code; NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants, promises, and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator.** The Director of the Housing Finance and Community Redevelopment or County's SHIP Program Administrator.
- 1.3 **County Administrator.** The administrative head of County appointed by the Board.
- 1.4 **Designated Representative.** The City Manager for City.
- 1.5 **SHIP Rules and Regulations.** The applicable definitions, rules, and regulation set forth in Sections 420.907 through 420.9079, Florida Statutes, and Rule 67-37, Florida Administrative Code, as amended from time to time, and which are incorporated herein by reference.

ARTICLE 2 - JOINT LOCAL HOUSING ASSISTANCE PROGRAM

The Parties shall meet as necessary to establish a joint local housing assistance program ("Program") which will operate for a period of three (3) years commencing on July 1, 2016, in accordance with the provisions set forth in this Agreement and the SHIP Rules and Regulations. The Program shall provide for County to prepare and submit a Local Housing Assistance Plan ("LHAP") to the Florida Housing Finance Corporation ("Corporation") by May 2, 2016, for its review and approval, and for County to implement and administer the Program in accordance with the LHAP approved by the Corporation. In the event the Parties are unable to establish a Program, and submit a LHAP to the Corporation for approval by the date referenced in this article, neither party shall have any further obligations under this Agreement.

ARTICLE 3 - ADMINISTRATION AND IMPLEMENTATION OF THE PROGRAM

- 3.1 County, through its Environmental Protection and Growth Management Department, Housing Finance and Community Redevelopment Division shall be solely responsible for the administration and implementation of the Program in accordance with the SHIP Rules and Regulations.

- 3.2 Annual Reports. County will submit a single annual report for the Parties to the Corporation in accordance with Rule 67-37.011, Florida Administrative Code, and the requirements under Section 420.9075(10), Florida Statutes, and provide a copy of the annual report to the Designated Representative.
- 3.3 County shall establish, or cause to be established based on input from City, the administrative criteria or requirements necessary or desirable to implement the SHIP Act including, but not limited to, the maximum award schedule for each strategy, eligibility criteria for the Program participants, and advertising requirements for the availability of SHIP Program funds.

ARTICLE 4 - ESTABLISHMENT AND ADMINISTRATION OF THE TRUST FUND

- 4.1 Establishment of Trust Fund. County has established an Affordable Housing Assistance Trust Fund ("Trust Fund") in Section 5-556, Broward County Code of Ordinances. All SHIP Program funds received by County from the Corporation pursuant to the SHIP Act including, but not limited to, City's allocation of SHIP Program funds shall be earmarked as County's or City's SHIP Program funding and deposited by County into the Trust Fund.
- 4.2 Restrictions on use of SHIP Program funds. In accordance with the SHIP Rules and Regulations, any SHIP Program funds expended from the Trust Fund shall be utilized solely for the administration and implementation of the Program.
- 4.3 Audit of Trust Fund. County agrees that the Trust Fund shall be separately stated as a special revenue fund in County's audited financial statements. In accordance with the SHIP Rules and Regulations, copies of such audited financial statements shall be forwarded to the Corporation as soon as such statements are available. County shall provide City with a copy of this audit upon completion.
- 4.4 Notification to Corporation. County shall provide written notification to the Corporation of any changes in the Trust Fund, or termination of this Agreement as provided herein.

ARTICLE 5 - DISTRIBUTION OF SHIP FUNDS

- 5.1 County shall utilize the SHIP Program funds received from the Corporation in accordance with the SHIP Rules and Regulations. The SHIP Program funds allocated to City and deposited in the Trust Fund by County in accordance with Section 4.1 shall be utilized by County in City for the Program.
- 5.2 County shall administer and distribute the SHIP Program funding in accordance with the maximum award for each strategy included in the LHAP. County shall retain a

ten percent (10%) administrative fee for each fiscal year under this Agreement for administration of the SHIP Program funds for that year.

- 5.3 County shall make a good faith effort to recapture SHIP Program funds and deposit such funds into the Trust Fund. Any recapture of SHIP Program funds allocated to City by the Corporation shall be re-used by County within City.
- 5.4 The Contract Administrator shall provide the Designated Representative with quarterly activity reports, which shall, at a minimum, include expenditures made by County during the preceding quarter and the status of all pending applications received for assistance under the Program.
- 5.5 Upon expiration of the term of this Agreement, or any renewal term exercised by the Parties as provided in Subsection 6.1.2, County will retain any SHIP Program funds in the Trust Fund that are earmarked for City and that have not been encumbered or obligated, until such time as County receives written notification from the Corporation as to the disposition of such SHIP Program Funds.

ARTICLE 6 - TERM AND TERMINATION

6.1 Term of Agreement.

- 6.1.1 The term of this Agreement shall commence upon the complete execution of this Agreement by the Parties, and shall continue for the three (3) year period of the Program described in Article 2, ending on June 30, 2019, unless terminated earlier or extended as provided under this Agreement.
- 6.1.2 City shall provide County with written notice, at least six (6) months prior to the expiration date provided in Subsection 6.1.1, of City's intent to extend the term of this Agreement for up to three (3) fiscal years. Any amendment to extend the term of this Agreement shall be by mutual agreement of the Parties and executed with the same formality and of equal dignity herewith.

6.2 Termination of Agreement.

- 6.2.1 Termination for Cause. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within fifteen (15) days after receipt of written notice from the aggrieved party identifying the breach.
- 6.2.2 Termination for Convenience. This Agreement may also be terminated for convenience by either party. Termination for convenience by County shall be by the Board. Termination shall be effective on the termination date stated in

written notice provided by the terminating party, which termination date shall be not less than thirty (30) days after the date of such written notice.

6.2.3 This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If either party erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at the other party's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2.4 In the event this Agreement is terminated for any reason, all SHIP Program funds allocated for use in City that have been encumbered or obligated by County prior to the date of termination shall be payable by County pursuant to the terms of such obligation(s). Any unencumbered or unobligated SHIP Program Funds allocated for use in City shall be utilized by County within City as provided under this Agreement for the remainder of the current fiscal year. The Parties shall provide the Corporation with written notification of termination of this Agreement.

6.2.5 Notice of termination under this Agreement shall be provided in accordance with the "NOTICES" article of this Agreement.

ARTICLE 7 - GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and each party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 8 - INSURANCE

The Parties are entities subject to Section 768.28, Florida Statutes, and each party shall furnish the other party with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 9 - NOTICES

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as

set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

For County:

Director
Housing Finance and Community Redevelopment Division
110 NE Third Street, Suite 300
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For City:

City Manager
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326
Email address: JFlint@westonfl.org

ARTICLE 10 - MISCELLANEOUS

- 10.1 No Discrimination. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.
- 10.2 Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each party shall comply with its respective obligations as provided by law. The failure of either party to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and shall entitle the non-defaulting party to enforce the default and breach in accordance with the provisions set forth in Section 6.2.
- 10.3 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City that are related to this Agreement. City shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of City shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City shall make same available at no cost to County in written form.

City shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a

minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

- 10.4 Public Entity Crime Act. Each party represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the party has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any party makes a representation as stated in this Section that is false, the other party shall have the right to immediately terminate this Agreement.
- 10.5 Independent Contractors. Each party is an independent contractor under this Agreement. In performing its respective obligations and services under this Agreement, neither party nor its agents shall act as officers, employees, or agents of the other party. Neither party shall have the right to bind the other party to any obligation not expressly undertaken by that party under this Agreement.
- 10.6 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge 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.
- 10.7 Assignment. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by either party.
- 10.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. 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 construed to be a modification of the terms of this Agreement.

- 10.9 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its respective duties, responsibilities, and obligations pursuant to this Agreement.
- 10.10 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 10.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.
- 10.12 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- 10.13 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect.
- 10.14 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE**

ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

- 10.15 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and City or others delegated authority or otherwise authorized to execute same on their behalf.
- 10.16 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 10.17 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.
- 10.18 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- 10.19 Filing of Agreement. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be filed by County with the Clerk of the Circuit Court for Broward County, Florida.
- 10.20 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Interlocal Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through Mayor or Vice Mayor, authorized to execute same by Board action of 26 day of April, 2016, and the City of Weston, signing through its Mayor, authorized to execute same by action of the City Commission on the 18th day of April, 2016.

County

ATTEST:

[Signature]
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

Insurance requirements approved by
Broward County Risk Management
Division:

By: [Signature]
Name: Jacqueline A. Binns
Title: Risk Insurance and
Contracts Manager
4/25/16

BROWARD COUNTY by and through
its Board of County Commissioners

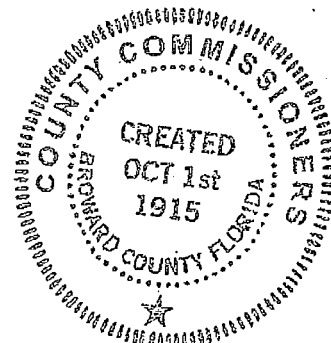
By: [Signature]
26 day of April, 2016

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: [Signature] 4/25/16
Patrice M. Eichen (Date)
Assistant County Attorney

By: [Signature] 4/25/16
Sharon V. Thorsen (Date)
Senior Assistant County Attorney


PME:dp
SHIP ILA CITY OF WESTON
03/30/16
#16-129.14



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WESTON FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF WESTON'S STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM FOR FISCAL YEARS 2016-2017, 2017-2018, AND 2018-2019

CITY

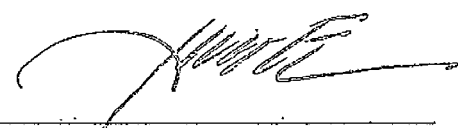
ATTEST:


Patricia A. Bates, City Clerk

City of Weston, Florida

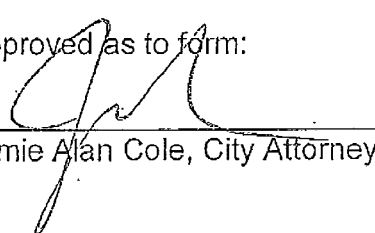

Daniel J. Stermer, Mayor

18th day of April, 2016


John R. Flint, City Manager

20th day of April, 2016

Approved as to form:


Jamie Alan Cole, City Attorney

STATE OF FLORIDA)

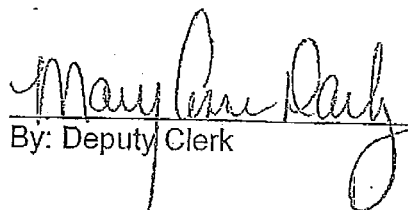
) SS

COUNTY OF BROWARD)

I, Bertha Henry, County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of an Agreement, the same appears in said Board of County Commissioners meeting held on the 26th day of April, 2016. (Item 14B).

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of April, 2016.

BERTHA HENRY
COUNTY ADMINISTRATOR


By: Deputy Clerk

(SEAL)

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2016-47**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WESTON FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF WESTON'S STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM FOR THE STATE OF FLORIDA'S FISCAL YEARS 2016-2017, 2017-2018, AND 2018-2019.

WHEREAS, First, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 through 420.9079, Florida Statutes, provides for the establishment of local housing assistance programs; and

WHEREAS, Second, the SHIP Act encourages the establishment of joint local housing assistance programs, and authorizes local governments to enter into interlocal agreements to establish and implement such programs; and

WHEREAS, Third, the City of Weston (the "City") and Broward County (the "County") desire to address the housing needs of their respective residents and to promote the efficient location, design, and provision of affordable housing; and

WHEREAS, Fourth, the City and the County believe that the establishment and implementation of a joint local housing assistance program is a more efficient use of resources; and

WHEREAS, Fifth, the City is considered an eligible municipality under the SHIP Act entitling the City to receive its own allocation of SHIP Program funds; however, the City desires for the County to receive City's allocation of SHIP Program funding and administer the SHIP Program funds pursuant to the Interlocal Agreement between the County and the City for Preparation, Implementation, and Administration by the County of the City's SHIP Program for the State of Florida's Fiscal Years 2016-2017, 2017-2018, and 2018-2019 (the "Interlocal Agreement"); and

WHEREAS, Sixth, the parties desire to enter into the Interlocal Agreement; and

WHEREAS, Seventh, the City Commission believes it is in the best interest of the City to approve the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

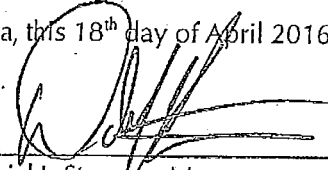
Section 2: The Interlocal Agreement is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

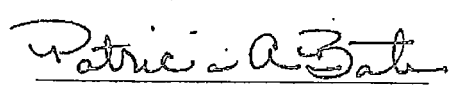
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WESTON FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF WESTON'S STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM FOR THE STATE OF FLORIDA'S FISCAL YEARS 2016-2017, 2017-2018, AND 2018-2019.

Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

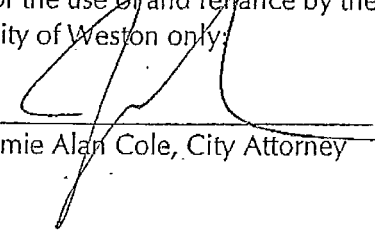
Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 18th day of April 2016.


Daniel J. Stermer, Mayor


Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

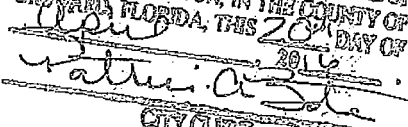

Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Norton	Yes
Commissioner Feuer	Yes
Commissioner Kallman	Yes
Commissioner Gomez	Yes
Mayor Stermer	Yes

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT
COPY OF THE ORIGINAL DOCUMENT ON
FILE.

WITNESS MY HAND AND OFFICIAL SEAL OF
THE CITY OF WESTON, IN THE COUNTY OF
BROWARD, FLORIDA, THIS 20th DAY OF
April 2016

CITY CLERK

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MARGATE

for

PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD
COUNTY OF THE CITY OF MARGATE'S STATE HOUSING INITIATIVES
PARTNERSHIP (SHIP) PROGRAM FOR THE STATE OF FLORIDA'S FISCAL YEARS
2016-2017, 2017-2018, AND 2018-2019

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MARGATE

for

PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD
COUNTY OF THE CITY OF MARGATE'S STATE HOUSING INITIATIVES
PARTNERSHIP (SHIP) PROGRAM FOR THE STATE OF FLORIDA'S FISCAL YEARS
2016-2017, 2017-2018, AND 2018-2019

This is an Interlocal Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Margate, a municipal corporation of the State of Florida ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 through 420.9079, Florida Statutes, provides for the establishment of local housing assistance programs; and

WHEREAS, the SHIP Act encourages the establishment of joint local housing assistance programs, and authorizes local governments to enter into interlocal agreements to establish and implement such programs; and

WHEREAS, the Parties desire to address the housing needs of their respective residents, and to promote the efficient location, design, and provision of affordable housing; and

WHEREAS, the Parties believe the establishment and implementation of a joint local housing assistance program is a more efficient use of resources; and

WHEREAS, City is considered an eligible municipality under the SHIP Act entitling City to receive its own allocation of SHIP Program funds; however, City desires for County to receive City's allocation of SHIP Program funding and administer the SHIP Program funds in accordance with the terms of this Agreement, to include expending all funds within City; and

WHEREAS, the Parties desire to distribute SHIP Program funds pursuant to the terms of this Agreement, and provide for County to prepare, implement, and administer the joint local housing assistance program in accordance with the requirements under the SHIP Act and Rule 67-37, Florida Administrative Code; NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants, promises, and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator.** The Director of the Housing Finance and Community Redevelopment Division or County's SHIP Program Administrator.
- 1.3 **County Administrator.** The administrative head of County appointed by the Board.
- 1.4 **Designated Representative.** The City Manager for City.
- 1.5 **LHAP.** The local housing assistance plan adopted by resolution of the Board which describes the local housing assistance strategies and local housing incentive strategies, and explains how such strategies meet the requirements under the SHIP Statute and Rule.
- 1.6 **SHIP Statute and Rule.** The applicable definitions, rules, and regulations set forth in Sections 420.907 through 420.9079, Florida Statutes, and Rule 67-37, Florida Administrative Code, as amended from time to time, and which are incorporated herein by reference.

ARTICLE 2 - JOINT LOCAL HOUSING ASSISTANCE PROGRAM

Upon the complete execution of this Agreement by the Parties ("Effective Date"), the Contract Administrator and the Designated Representative shall meet as necessary to establish a joint local housing assistance program ("Program") under this Agreement. The Program will become part of the LHAP that COUNTY submits to the Florida Housing Finance Corporation ("Corporation") for its review and approval for fiscal years 2016-2017, 2017-2018, and 2018-2019, and if approved, COUNTY will implement and operate the Program through June 30, 2019, unless terminated earlier or extended as provided for herein. In the event the Parties are unable to establish the Program for COUNTY to submit the LHAP to the Corporation within sixty (60) days following the Effective Date of this Agreement, the following will occur: (i) COUNTY will submit the LHAP to the Corporation without inclusion of the Program, (ii) neither party shall have any further obligations under this Agreement, and (iii) this Agreement shall terminate without further action required of the Parties.

ARTICLE 3 - ADMINISTRATION AND IMPLEMENTATION OF THE PROGRAM

- 3.1 County, through its Environmental Protection and Growth Management Department, Housing Finance and Community Redevelopment Division shall be solely responsible for the administration and implementation of the Program in accordance with the SHIP Statute and Rule.
- 3.2 Annual Reports. County will submit a single annual report for the Parties to the Corporation in accordance with Rule 67-37.011, Florida Administrative Code, and the requirements under Section 420.9075(10), Florida Statutes, and provide a copy of the annual report to the Designated Representative.
- 3.3 County shall establish, or cause to be established based on input from City, the administrative criteria or requirements necessary or desirable to implement the SHIP Act including, but not limited to, the maximum award schedule for each strategy, eligibility criteria for the Program participants, and advertising requirements for the availability of SHIP Program funds.
- 3.4 County shall supply the City with quarterly reports of awards to City recipients. City shall have access to all client lists.

ARTICLE 4 - ESTABLISHMENT AND ADMINISTRATION OF THE TRUST FUND

- 4.1 Establishment of Trust Fund. County has established an Affordable Housing Assistance Trust Fund ("Trust Fund") in Section 5-556, Broward County Code of Ordinances. All SHIP Program funds received by County from the Corporation pursuant to the SHIP Act including, but not limited to, City's allocation of SHIP Program funds shall be earmarked as County's or City's SHIP Program funding and deposited by County into the Trust Fund.
- 4.2 Restrictions on use of SHIP Program funds. In accordance with the SHIP Statute and Rule, any SHIP Program funds expended from the Trust Fund shall be utilized solely for the administration and implementation of the Program.
- 4.3 Audit of Trust Fund. County agrees that the Trust Fund shall be separately stated as a special revenue fund in County's audited financial statements. In accordance with the SHIP Statute and Rule, copies of such audited financial statements shall be forwarded to the Corporation as soon as such statements are available. County shall provide City with a copy of this audit upon completion.

In the event County expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of County, County must conduct a State single audit or State project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the State Department of Financial Services, and Chapter 10.550, Rules of the Auditor General, pertaining to local governmental entities.

- 4.4 Notification to Corporation. County shall provide written notification to the Corporation of any changes in the Trust Fund, or termination of this Agreement as provided herein.

ARTICLE 5 - DISTRIBUTION OF SHIP FUNDS

- 5.1 County shall utilize the SHIP Program funds received from the Corporation in accordance with the SHIP Statute and Rule. The SHIP Program funds allocated to City and deposited in the Trust Fund by County in accordance with Section 4.1 shall be utilized by County in City for the SHIP Program. This Agreement includes all unexpended or unencumbered SHIP Program funds transferred from City's SHIP Program distributions to County from State fiscal years 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, and subsequent years under the term of this Agreement. All SHIP Program funds transferred from City to County under this Agreement will become 2016-2017 County SHIP Program funds when such funds are deposited in the Trust Fund. Funds transferred to County for the above fiscal years shall include SHIP Program funds to be allocated for City that have not yet been drawn down by City.
- 5.2 County shall administer and distribute the SHIP Program funding in accordance with the maximum award for each strategy included in the LHAP. County shall retain the maximum amounts allowable for the administrative fee and administrative expenses from all funds received by City, or on behalf of City, related to SHIP Program funding including, but not limited to, SHIP Program income for each fiscal year under this Agreement for administration of the SHIP Program funds for that year.
- 5.3 All SHIP Program income and recaptured funds received by City shall be immediately transferred to County, identified as SHIP Program income (interest or payments) or recaptured funds, and tracked according to the state fiscal year in which such funds were received. City shall establish a mechanism for identifying and transferring the SHIP Program income and recaptured funds to County no later than fifteen (15) days from City's receipt of SHIP Program income and recaptured funds.
- 5.4 City shall be responsible for all files, monitoring, annual reports, audits, release or satisfaction of liens, and all other requirements under the SHIP Statute and Rule

related to funding assistance provided by City prior to the transfer of funds to County and the effective date of this Agreement.

- 5.5 County shall make a good faith effort to recapture SHIP Program funds and deposit such funds into the Trust Fund. Any recapture of SHIP Program funds allocated to City by the Corporation shall be re-used by County within City.
- 5.6 The Contract Administrator shall provide the Designated Representative with quarterly activity reports, which shall, at a minimum, include expenditures made by County during the preceding quarter and the status of all pending applications received for assistance under the SHIP Program.
- 5.7 Upon expiration of this Agreement, or any renewal term exercised by the Parties as provided in Subsection 6.1.2, County will retain any SHIP Program funds in the Trust Fund that are earmarked for City and that have not been encumbered or obligated, until such time as County receives written notification from the Corporation as to the disposition of such SHIP Program Funds. Upon approval of the Corporation, any such remaining funds shall be returned to City. Remaining City funds under County jurisdiction will be expended within City.

ARTICLE 6 - TERM AND TERMINATION

6.1 Term of Agreement.

- 6.1.1 The term of this Agreement shall commence upon the complete execution by the Parties, and shall end on June 30, 2019, unless terminated earlier or extended as provided under this Agreement, and in accordance with the SHIP Statute and Rule. The County Administrator is authorized to execute any amendment to this Agreement extending the term as provided in Subsection 6.1.2.
- 6.1.2 City shall provide County with written notice, at least six (6) months prior to the expiration date provided in Subsection 6.1.1, of City's intent to extend the term of this Agreement for up to three (3) fiscal years. Any amendment to extend the term of this Agreement shall be by mutual agreement of the Parties in accordance with the Amendment section of this Agreement.

6.2 Termination of Agreement.

- 6.2.1 Termination for Cause. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within fifteen (15) days after receipt of written notice from the aggrieved party identifying the breach.

- 6.2.2 Termination for Convenience. This Agreement may also be terminated for convenience by either party. Termination for convenience by County shall be by the Board. Termination shall be effective on the termination date stated in written notice provided by the terminating party, which termination date shall be not less than thirty (30) days after the date of such written notice.
- 6.2.3 This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If either party erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at the other party's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 6.2.4 In the event this Agreement is terminated for any reason, all SHIP Program funds allocated for use in City that have been encumbered or obligated by County prior to the date of termination shall be payable by County pursuant to the terms of such obligation(s). Any unencumbered or unobligated SHIP Program funds allocated for use in City shall be returned to City upon approval of the Corporation. The Parties shall provide the Corporation with written notification of termination of this Agreement.
- 6.2.5 Notice of termination under this Agreement shall be provided in accordance with the "NOTICES" article of this Agreement.

ARTICLE 7 - GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and each party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 8 - INSURANCE

The Parties are entities subject to Section 768.28, Florida Statutes, and each party shall furnish the other party with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 9 - NOTICES

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

For County:

Director
Housing Finance and Community Redevelopment Division
110 NE Third Street, Suite 300
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For City:

City Manager
City of Margate
City Hall
5790 Margate Blvd.
Margate, Florida 33063
Email: citymanager@margatefl.com

ARTICLE 10 - MISCELLANEOUS

- 10.1 No Discrimination. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.
- 10.2 Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each party shall comply with its respective obligations as provided by law. The failure of either party to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and shall entitle the non-defaulting party to enforce the default and breach in accordance with the provisions set forth in Section 6.2.
- 10.3 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City that are related to this Agreement. City shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of City shall be kept in written form, or in a form

capable of conversion into written form within a reasonable time, and upon request to do so, City shall make same available at no cost to County in written form.

City shall have the right to audit the books, records, and accounts of County that are related to this Agreement. County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of County shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, County shall make same available at no cost to City in written form.

City shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement until expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

County shall preserve and make available, at reasonable times within Broward County for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement until expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. City audits and inspections pursuant to this Section may be performed by any City representative (including any outside representative engaged by City). City reserves the right to conduct such audit or review at County's place of business, if deemed appropriate by City, with seventy-two (72) hours' advance notice.

- 10.4 Public Entity Crime Act. Each party represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the party has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any party makes a representation as stated in this Section that is false, the other party shall have the right to immediately terminate this Agreement.

- 10.5 Independent Contractors. Each party is an independent contractor under this Agreement. In performing its respective obligations and services under this Agreement, neither party nor its agents shall act as officers, employees, or agents of the other party. Neither party shall have the right to bind the other party to any obligation not expressly undertaken by that party under this Agreement.
- 10.6 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge 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.
- 10.7 Assignment. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by either party.
- 10.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. 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 construed to be a modification of the terms of this Agreement.
- 10.9 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its respective duties, responsibilities, and obligations pursuant to this Agreement.
- 10.10 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 10.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.
- 10.12 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the

Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

- 10.13 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect.
- 10.14 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 10.15 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and City or others delegated authority or otherwise authorized to execute same on their behalf.
- 10.16 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.
- 10.17 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

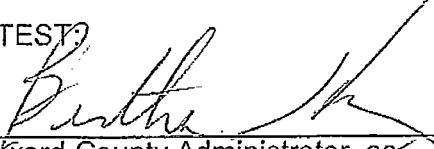
- 10.18 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- 10.19 Filing of Agreement. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be filed by County with the Clerk of the Circuit Court for Broward County, Florida.
- 10.20 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Interlocal Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through Mayor or Vice Mayor, authorized to execute same by Board action of 14 day of February, 2017, and the City of Margate, signing through its Mayor, authorized to execute same by action of the City Commission on the 14th day of DECEMBER, 2016

County

ATTEST


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

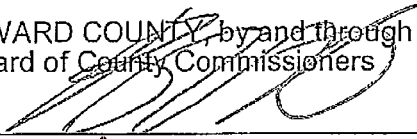
Insurance requirements approved by
Broward County Risk Management
Division:

By:  1/12/17
Jacqueline Binns (Date)
Risk Manager Analyst

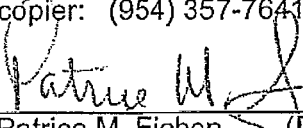


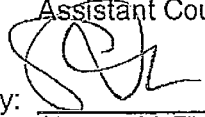
PME:dp
SHIP ILA CITY OF MARGATE
11/14/16
#16-129.14

BROWARD COUNTY, by and through
its Board of County Commissioners

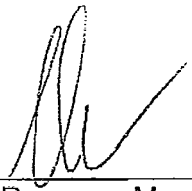
By: 
14 day of February, 2017

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  1/13/17
Patrice M. Eichen (Date)
Assistant County Attorney

By:  1/13/17
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MARGATE
FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD
COUNTY OF THE CITY OF MARGATE'S STATE HOUSING INITIATIVE PARTNERSHIP
(SHIP) PROGRAM FOR THE STATE OF FLORIDA'S FISCAL YEARS 2016-2017,
2017-2018, AND 2018-2019



Tommy Ruzzano, Mayor

14th day of December, 2016

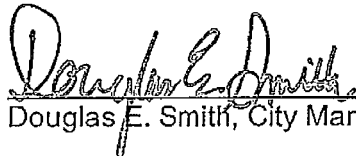
ATTEST:



Joseph J. Kavanagh, City Clerk

16th day of January, 2016

City



Douglas E. Smith, City Manager

10 day of JANUARY, 2016

APPROVED AS TO FORM:



Douglas R. Gonzales, City Attorney

10th day of January, 2016

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 16-320

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MARGATE FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF MARGATE'S STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM FOR THE STATE OF FLORIDA'S FISCAL YEARS 2016-2017, 2017-2018, AND 2018-2019; PROVIDING FOR A JOINT LOCAL HOUSING ASSISTANCE PROGRAM; PROVIDING FOR AN AFFORDABLE HOUSING ASSISTANCE TRUST FUND; PROVIDING FOR PAYMENT TO BROWARD COUNTY FROM SHIP FUNDS, AT THE MAXIMUM AMOUNT ALLOWED BY SHIP GUIDELINES FOR ADMINISTRATIVE FEES AND EXPENSES; PROVIDING FOR A CONTRACT PERIOD ENDING JUNE 30, 2019; PROVIDING FOR TERMINATION.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission approves an Interlocal Agreement between Broward County and the City of Margate for Preparation, Implementation, and Administration by Broward County, of the City of Margate's State Housing Initiatives Partnership (SHIP) Program for the State of Florida's Fiscal Years 2016-2017, 2017-2018, and 2018-2019, including establishing a Joint Local Housing Assistance Program and Affordable Housing Trust Fund, with payment to Broward County to be made from SHIP funds, at the maximum amount allowed by SHIP guidelines for administrative fees and expenses, and providing for a contract period ending June 30, 2019.


SECTION 2: That the Mayor and City Manager are authorized and directed to execute the Agreement on behalf of the City of Margate.

SECTION 3: That this Resolution shall become effective immediately upon its passage.


PASSED, ADOPTED AND APPROVED THIS 14th day of December, 2016.

RESOLUTION NO. 16-320

ATTEST:



JOSEPH J. KAVANAGH
CITY CLERK



MAYOR TOMMY RUZZANO

RECORD OF VOTE

Caggiano	<u>YES</u>
Simone	<u>ABSENT</u>
Peerman	<u>YES</u>
Schwartz	<u>YES</u>
Ruzzano	<u>YES</u>

BROWARD COUNTY SUBORDINATION POLICY

Section 27.209. - Subordination Agreements. (Broward County Administrative Code)

- a. *Single-family housing projects.* The County Administrator is authorized to execute subordination agreements relating to loans for single-family housing projects administered by the Division in any of the following circumstances, if the requirements set forth in paragraph (c) have been met:
 1. Refinancing to a lower interest rate, which may include extending the term of the first mortgage; or
 2. Refinancing to consolidate debt; or
 3. Refinancing to perform major home repairs to address unsafe conditions; or
 4. Refinancing to address special medical needs.
- b. *Multi-family housing projects.* The County Administrator is authorized to execute subordination agreements relating to loans for multi-family housing projects administered by the Division. Additionally, the County Administrator is authorized to execute subordination agreements pertaining to the refinancing of the initial loan under any of the following conditions, subject to the requirements set forth below in paragraph (c) having been met:
 1. Refinancing to a lower interest rate, which may include extending the term of the first mortgage; or
 2. Refinancing to perform major housing repairs to address unsafe conditions or Americans with Disabilities Act ("ADA") requirements.
- c. *Requirements.* The following requirements shall be met in order for the County Administrator to execute subordination agreements pertaining to loans for single-family or multi-family housing projects:
 1. There shall be sufficient equity in the property to maintain a ninety percent (90%) loan to value ratio;
 2. The senior mortgage shall be a Fixed Rate Mortgage, not an Adjustable Rate Mortgage ("ARM") or Balloon Mortgage;
 3. A property appraisal shall have been conducted within six (6) months of the subordination request;

4. County shall maintain its current or second lien position; and
 5. There shall be a maximum cash-out of Fifteen Thousand Dollars (\$15,000) for single-family housing projects and Five Thousand Dollars (\$5,000) per unit or Twenty-five Thousand Dollars (\$25,000) total for multi-family housing projects.
- d. The authority granted to the County Administrator in this section includes amending Board-approved standard form agreements to incorporate subordinate lender requirements of HUD and FHFC, as senior lenders, to provide for automatic termination of land use restrictions relating to income eligibility and affordability periods when a foreclosure action is initiated by the senior lender, and to extend the term of a loan to be consistent with the loan term provided by the senior lender.

Additional Subordination Authority

Pursuant to action of the Broward County Board of County Commissioners ("Board") on March 15, 2016, Agenda Item No. 20, the Board approved an additional category under the subordination policy set forth in Section 27.209(a) above, to include refinancing any mortgages in a higher position for education expenses consistent with the requirements under that section.

BROWARD COUNTY SUBORDINATION POLICY

Section 27.209. - Subordination Agreements. (Broward County Administrative Code)

- a. *Single-family housing projects.* The County Administrator is authorized to execute subordination agreements relating to loans for single-family housing projects administered by the Division in any of the following circumstances, if the requirements set forth in paragraph (c) have been met:
 1. Refinancing to a lower interest rate, which may include extending the term of the first mortgage; or
 2. Refinancing to consolidate debt; or
 3. Refinancing to perform major home repairs to address unsafe conditions; or
 4. Refinancing to address special medical needs.
- b. *Multi-family housing projects.* The County Administrator is authorized to execute subordination agreements relating to loans for multi-family housing projects administered by the Division. Additionally, the County Administrator is authorized to execute subordination agreements pertaining to the refinancing of the initial loan under any of the following conditions, subject to the requirements set forth below in paragraph (c) having been met:
 1. Refinancing to a lower interest rate, which may include extending the term of the first mortgage; or
 2. Refinancing to perform major housing repairs to address unsafe conditions or Americans with Disabilities Act ("ADA") requirements.
- c. *Requirements.* The following requirements shall be met in order for the County Administrator to execute subordination agreements pertaining to loans for single-family or multi-family housing projects:
 1. There shall be sufficient equity in the property to maintain a ninety percent (90%) loan to value ratio;
 2. The senior mortgage shall be a Fixed Rate Mortgage, not an Adjustable Rate Mortgage ("ARM") or Balloon Mortgage;
 3. A property appraisal shall have been conducted within six (6) months of the subordination request;

4. County shall maintain its current or second lien position; and
 5. There shall be a maximum cash-out of Fifteen Thousand Dollars (\$15,000) for single-family housing projects and Five Thousand Dollars (\$5,000) per unit or Twenty-five Thousand Dollars (\$25,000) total for multi-family housing projects.
- d. The authority granted to the County Administrator in this section includes amending Board-approved standard form agreements to incorporate subordinate lender requirements of HUD and FHFC, as senior lenders, to provide for automatic termination of land use restrictions relating to income eligibility and affordability periods when a foreclosure action is initiated by the senior lender, and to extend the term of a loan to be consistent with the loan term provided by the senior lender.

Additional Subordination Authority

Pursuant to action of the Broward County Board of County Commissioners ("Board") on March 15, 2016, Agenda Item No. 20, the Board approved an additional category under the subordination policy set forth in Section 27.209(a) above, to include refinancing any mortgages in a higher position for education expenses consistent with the requirements under that section.