

1 RESOLUTION NO. 2019-

2 A RESOLUTION OF THE BOARD OF COUNTY  
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,  
4 ("BOARD") APPROVING THE JOINT LOCAL HOUSING  
5 ASSISTANCE PLAN ("LHAP") FOR THE STATE OF  
6 FLORIDA'S FISCAL YEARS 2020, 2021, AND 2022, AS  
7 REQUIRED UNDER THE STATE HOUSING INITIATIVES  
8 PARTNERSHIP ("SHIP") ACT, SECTIONS 420.907-  
9 420.9079, FLORIDA STATUTES, AND RULE 67-37,  
10 FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND  
11 DIRECTING THE COUNTY ADMINISTRATOR TO  
12 EXECUTE ANY NECESSARY DOCUMENTS AND  
13 CERTIFICATIONS RELATING TO THE LHAP AS  
14 REQUIRED BY THE STATE OF FLORIDA AND SUBMIT  
15 THE LHAP AND REQUIRED ANNUAL REPORTS TO THE  
16 FLORIDA HOUSING FINANCE CORPORATION FOR  
17 REVIEW AND APPROVAL; AUTHORIZING THE HOUSING  
18 FINANCE AND COMMUNITY REDEVELOPMENT DIVISION  
19 DIRECTOR TO MAKE TECHNICAL AND CLARIFYING  
20 REVISIONS TO THE LHAP AS PROVIDED IN THE  
21 RESOLUTION; AND PROVIDING FOR SEVERABILITY AND  
22 AN EFFECTIVE DATE.

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

WHEREAS, the State Housing Initiatives Partnership ("SHIP") Act, codified in  
Sections 420.907-420.9079, 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;

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 County  
3 (the "County") as described in Rule 67-37.005, Florida Administrative Code, reference  
4 the requirements of Sections 420.907-420.9079, Florida Statutes, provide how each of  
5 those requirements will be met, and describe the process the County followed in  
6 developing the plan;

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

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

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16           BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
17 BROWARD COUNTY, FLORIDA:

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19           Section 1. The Broward County Board of County Commissioners ("Board")  
20 approves the LHAP, a copy of which is attached hereto as Attachment A, for the State's  
21 Fiscal Years 2020, 2021, and 2022.

22  
23           Section 2. The Board finds that the maximum sales price per unit included in  
24 the LHAP for acquisition or new construction of affordable housing, or for repair and

1 renovation of existing affordable housing units utilizing SHIP funds allocated to the  
2 County, shall not exceed Three Hundred Twenty-five Thousand Three Hundred One  
3 Dollars (\$325,301) in Non-Targeted areas and Three Hundred Ninety-seven Thousand  
4 Five Hundred Ninety Dollars (\$397,590) in Targeted areas, which amounts reflect ninety  
5 percent (90%) of the median area purchase price in accordance with the SHIP Rules and  
6 Regulations.

7

8 Section 3. The Board has determined the maximum per-unit costs allowable for  
9 each strategy under the LHAP for the State's Fiscal Years 2020, 2021, and 2022 are as  
10 follows:

11

| 12 | <b><u>Strategy</u></b>            | <b><u>Maximum SHIP Funds</u></b> |
|----|-----------------------------------|----------------------------------|
| 13 | Purchase Assistance               | \$ 80,000                        |
| 14 | New Construction - Single Family  | \$ 80,000                        |
| 15 | Foreclosure Prevention            | \$ 10,000                        |
| 16 | Exterior Paint Program            | \$ 5,000                         |
| 17 | Disaster Relief Assistance        | \$ 40,000                        |
| 18 | Home Repair - Single Family       | \$100,000                        |
| 19 | Special Needs/Barrier Free        | \$100,000                        |
| 20 | Water Sewer Connection            | \$ 10,000                        |
| 21 | Rental Acquisition/Rehabilitation | \$ 40,000                        |
| 22 | Rental New Construction           | \$ 60,000                        |

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24

1           Section 4.    The Board finds that five percent (5%) of the SHIP funds distributed  
2 to the County plus five percent (5%) of SHIP program income is insufficient to adequately  
3 fund the necessary costs of administering the LHAP.  Accordingly, pursuant to the SHIP  
4 Act, the Board authorizes expenditures of an amount not to exceed ten percent (10%) of  
5 SHIP funds plus five percent (5%) of SHIP program income for administration and  
6 implementation of the LHAP.

7  
8           Section 5.    The Board authorizes the County Administrator to submit a projected  
9 budget to the Board for adoption in accordance with the LHAP and, following notification  
10 from the Florida Housing Finance Corporation ("Corporation") of the total allocation of  
11 SHIP funds to be distributed to the County, submit to the Board for adoption an  
12 unanticipated revenue Resolution to recognize the amount of SHIP funding.

13  
14           Section 6.    The Board authorizes the County Administrator to submit the LHAP  
15 to the Corporation for review and approval, and to execute the Certification to the  
16 Corporation attached hereto as Attachment B, and further to execute any necessary  
17 documents required by the State of Florida relating to the LHAP in accordance with the  
18 SHIP Rules and Regulations.

19  
20           Section 7.    The Board authorizes the Housing Finance and Community  
21 Redevelopment Division Director to make any technical or clarifying revisions to the  
22 LHAP, as provided in Section 420.9071(22), Florida Statutes, including, but not limited to,  
23 revisions to affordability periods for strategies, which are not considered plan  
24



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



**SHIP JOINT LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

**2019-2020, 2020-2021, 2021-2022**

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| E. Signed, dated, witnessed or attested adopting resolution                     |               |
| F. Ordinance: (If changed from the original creating ordinance)                 |               |
| <b>G. Interlocal Agreements</b>   |               |
| H. Subordination Policies   |               |

**I. Program Details:**

**A. LG(s)**

|   |                                 |
|---|---------------------------------|
| Name of Local Government                        | Broward County                  |
| Does this LHAP contain an interlocal agreement? | Yes                             |
| If yes, name of other local government(s)       | City of Margate. City of Weston |

**B. Purpose of the program:**

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

**C. Fiscal years covered by the Plan: 2019-2020, 2020-2021, 2021-2022**

**D. Governance:** The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

**E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between Government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

**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. Broward County and City of Weston SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs. The City of Margate SHIP funds may not be used to leverage other State, Federal or local funding.

**G. Public Input:** Public input was solicited through face to face meetings with housing providers, social service providers and local lenders. Public input was solicited through posting of the LHAP on the Housing Council website and Broward County website.

**H. Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

**I. Waiting List/Priorities:** A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan. The following priorities for funding described/listed here apply to all strategies unless otherwise stated:



Special Needs applicants and referrals from the Center for Independent Living of Broward, Inc. and the Broward County Human Services Department. Qualified homes deemed as an emergency by Broward County inspectors may be given priority for Owner Occupied Rehabilitation or Disaster Repair Mitigation.

- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, 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 and Foreclosure Counseling.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 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 that 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, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

|                          |   |
|--------------------------|---|
| U.S. Treasury Department |   |
| Local HFA Numbers        | X |

- 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](http://www.floridahousing.org).

*“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 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 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.*

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority 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 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:** "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 of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:** "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." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

| Entity                           | Duties  | Percentage |
|----------------------------------|---|------------|
| Broward County                   | Administration and implementation of all strategies.<br>Completion and submittal of Annual and Interim Reports. | 100%       |
| Third Party Entity/Sub-recipient | N/A   | N/A        |

- R. Project Delivery Costs:** Are costs directly associated with a project, and not performed by County employees. These costs include, but are not limited to, initial inspection/assessment; work write-up/cost estimate; construction inspections/oversight; and title work.
- 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) whose household incomes do not exceed 140% of AMI, and shall include law enforcement and firefighters, first responders, medical and health care personnel, teachers and educators, Federal, State and County personnel.
- 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,

commodities 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. and the Human Services Department. 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.

**U. Describe efforts to reduce homelessness:** In order to address efforts to reduce homelessness in April 2018, a group of public, not-for-profit/faith-based and business leaders, law enforcement, City of Fort Lauderdale, and Broward County elected officials came together to form a Homelessness Collaborative in Broward County. The mission of the Collaborative is to help persons experiencing homelessness find a safe, stable and dignified path to permanent housing solutions with supportive services as necessary to sustain them. The ‘Housing First’ approach provides rapid rehousing and ensures the beneficiaries receive vital “wrap around” services. This approach ensures people receive the mental health and medical help they need to remain safely housed and off the streets. The Collaborative includes the United Way of Broward County.

**Section II. LHAP Strategies:**

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| <b>A. Purchase Assistance without Rehabilitation</b> | Code 2 |
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| <p>a. Summary:<br/>         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 a/k/a Broward Municipal Service District, and the City of Weston.</p> |
|---|

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$80,000
- e. Terms:
  1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage.
  2. Interest Rate: 0%
  3. Years in loan term: 15
  4. Forgiveness: The loan is forgiven at the end of the fifteen (15) year period

5. Repayment: None required, if the loan is in good standing
6. Default: Default is 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. Should default occur, County will proceed to recapture SHIP funds.

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 and 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:

1. Applicants will be selected on a first-qualified, first-served basis.
2. 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.
3. 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.
4. 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 Selection Criteria: N/A

h. Additional Information:

**This Strategy is funded with Broward County and City of Weston funds only. The City of Margate funds are not eligible for this Strategy.**

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 not be used to leverage other State, Federal, or local funding.

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

|  |         |
|--|---------|
| <b>B. New Construction Single Family</b> | Code 10 |
|--|---------|

a. Summary:  
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 a/k/ Broward Municipal Service District, or the City of Weston, through an RFP process administered by the County; or County may award funding to a select group of nonprofits.

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$80,000. 100% of County's investment shall be converted to a mortgage subordinate to the lending institution's first mortgage to the prospective homebuyer.
- e. Terms to Developer:
  - 1. Repayment loan/deferred loan/grant: Deferred loan secured by a note, mortgage and restrictive covenant
  - 2. Interest Rate: 0%
  - 3. Years in loan term: One (1) year from issuance of building permits
  - 4. Forgiveness: N/A
  - 5. Repayment: The County will require the developer to execute a restrictive covenant, mortgage and promissory note. Upon sale of the property, the loan will be paid in full and the County will satisfy the promissory note and release restrictive covenant to the developer. 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.
  - 6. Default: The loan will be in default if the developer does not successfully construct housing for sale to an eligible homebuyer within the contractual timeframe. The County will recapture the subsidy or property within one (1) year of the date of the recorded Mortgage Agreement.
- eii. Terms to Homebuyer:
  - 1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a mortgage/note and restrictive covenant
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 15 Years
  - 4. Forgiveness: The Loan is forgiven at the end of the fifteen (15) year period
  - 5. Repayment: None required, if the loan is in good standing
  - 6. Default: Default is 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. Should default occur, County will proceed to recapture SHIP funds.  
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 and 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/Contractor 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, and as evidenced by current project(s) underway or project(s) 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 Proposal 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 a SHIP Funding 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:  
**This Strategy is funded with Broward County funds only. The City of Margate funds are not eligible for this Strategy.**  
Developer/contractor is required to construct the home within 12 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 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 mortgage/promissory note and declaration of restrictive covenant recorded against the developer/contractor is released simultaneously or shortly thereafter the sale to the homebuyer. The SHIP funds expended by developer on property subsequently released will be recorded against the homebuyer.

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. The City of Margate's funds may not be used to leverage other State, Federal, or local funding.

**Eligible costs for the Developer/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.

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.

|                                  |        |
|----------------------------------|--------|
| <b>C. Foreclosure Prevention</b> | Code 7 |
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|---|
| a. Summary: 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 30 days. |
|---|

b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

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

d. Maximum award: \$10,000

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Payment Loan
2. Interest Rate: 0%
3. Years in loan term: 5 Years
4. Forgiveness: Upon the anniversary date of the fifth (5<sup>th</sup>) year of the Promissory Note, the amount due under the loan shall be forgiven.
5. Repayment: None required, if the loan is in good standing
6. Default: Default is 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. Should default occur, County will proceed to recapture SHIP funds.

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 and 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. 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 housing counseling process for all applicants. Selection criteria includes, but is not limited to, organizational capacity, performance delivery plan, financial capacity, and past experience; however, the Sponsor is 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 Sponsor 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:  
**This Strategy is funded with Broward County funds only. The City of Margate funds are not eligible for 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 review 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.

|   |        |
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| <b>D. Owner Occupied Rehabilitation</b> | Code 3 |
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| a. Summary:<br>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, targeted neighborhoods, unincorporated Broward County a/k/a Broward Municipal Service District, the City of Weston and the City of Margate. |
|---|

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$100,000 Broward County/Weston; \$25,000 City of Margate
- e. Term:
  - 1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 10 Years
  - 4. Forgiveness: The amount due under the Mortgage and Promissory Note shall remain fixed



for the ten-year term following the date of execution of the mortgage and note. Upon the anniversary date of the tenth (10<sup>th</sup>) year under the Promissory Note, the amount of the loan shall be forgiven.

5. Repayment: None required, if the loan is in good standing
6. Default: Default is 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. Should default occur, County will proceed to recapture SHIP funds.

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 and 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: Income qualified eligible homeowners will be selected on a first-come, first-qualified basis within the income groups, except for 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 a/k/ Broward Municipal Service District, 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 most current IRS Rev. Proclamation or HFA of Broward County value 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. Sponsor Selection Criteria:

Broward County, through an RFP process, may select a for-profit or nonprofit corporation, individuals, or partnerships to act in the capacity of a project management agency to oversee the rehabilitation to the home. 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. Broward County may elect to use County staff to oversee this strategy.

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 wall and stucco repair, air conditioning, plumbing and heating systems (require County's inspection), insulation, termite treatment in conjunction with home repairs being performed (termite inspection required), and exterior painting. If request for exterior painting only (not included with other repairs) in the unincorporated Broward County a/k/ Broward Municipal Service District, the maximum award per home is \$5,000.00 which will be a Grant.

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.

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.**

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| <b>E. Special Needs Barrier Removal</b> | Code 11 |
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| <p>a. Summary: The strategy is designed to remove barriers, improve accessibility to qualified persons. Qualified persons are 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 a/k/a Broward Municipal Service District, targeted neighborhoods, the City of Weston and the City of Margate.</p> |
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- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$100,000 Broward County/Weston funds; \$40,000 City of Margate funds
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Deferred Payment Loan
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 10 Years
  - 4. Forgiveness: The loan will be forgiven at the end of the 10 Year loan term.
  - 5. Repayment: None required, if the loan is in good standing
  - 6. Default: Default is 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. Should default occur, County will proceed to recapture SHIP funds.  
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 and 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: Qualified eligible homeowners will be selected on a first-qualified basis within the income groups, except for 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 a/k/ Broward Municipal Service District 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 or HFA of Broward County value 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. 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 act in the capacity of a project management agency to oversee the rehabilitation to the home. 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. Broward County may elect to use County staff to oversee the special needs/barrier free strategy.

h. Additional Information:

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 a/k/a Broward Municipal Service District 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 Housing 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.

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.**

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| <b>F. Disaster Repair Mitigation</b>   | Code 5 |
| a. Summary:<br>The Disaster Mitigation Strategy provides assistance to owner-occupied households for properties within non-entitlement cities, unincorporated Broward County a/k/ Broward Municipal Service District, 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. |        |

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$40,000; City of Margate \$1K
- e. Terms
  1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage
  2. Interest Rate: 0%
  3. Years in loan term: 10 Years
  4. Forgiveness: The loan is forgiven at the end of the 10-year term
  5. Repayment: None required, if the loan is in good standing
  6. Default: Default is 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. Should default occur, County will proceed to recapture SHIP funds.  
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 and 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 eligible groups, except for 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 a/k/ Broward Municipal Service District, the City of Weston, or the City of Margate. 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 or HFA of Broward County value for properties receiving assistance. Properties must be owner-occupied.

- g. Sponsor Selection Criteria:  
Broward County, through an RFP process, may select a for-profit or nonprofit corporation, individuals, or partnerships to act in the capacity of a project management agency to oversee the rehabilitation to the home. 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. Broward County may elect to use County staff to oversee 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.

- h. Additional Information:  
SHIP disaster funds may be used for items including, but not limited to:  
Purchase of emergency supplies for eligible households to weatherproof damaged homes.  
Interim repairs to avoid further damage, and tree and debris removal required to make the individual housing unit habitable, including the following:  
Payment of insurance deductibles for rehabilitation of homes covered under homeowner insurance policy. Payment for rehabilitation of homes with noninsured repairs needed; and  
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; Expenditures as approved by Executive Order or Emergency Rule provided by the Florida Housing Finance Corporation.  
Other activities as proposed by Broward County and approved by the Florida Housing Finance Corporation. 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.  
Repairs to manufactured homes that bear the insignia of the Florida Department of Community Affairs, which confirms the home is a manufactured home.

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| <b>G. Rehabilitation - Rental</b> | Code 14 |
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a. Summary:  
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.

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$40,000 Per Unit
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 15 Years
  - 4. Forgiveness: Forgiven at the end of the term.
  - 5. Repayment
  
  - 6. Default: 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 (15<sup>th</sup>) 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. 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. Tenant 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. Sponsor Selection Criteria:  
" 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

rehabilitation to eligible rental units for eligible persons. Additional points will be awarded to the Eligible Landlord that has incorporated green building techniques in the rehabilitation of multifamily projects and has demonstrated its overall knowledge of The GreenHome Initiatives' principles.

The Eligible Landlord must demonstrate the necessary capacity, knowledge, and experience to effectively provide the services required by the County. The Eligible Landlord will provide proof of no citations from the Building Department due to neglect of the property.

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:

**This Strategy is funded with Broward County funds only and for properties located in non-entitlement cities or unincorporated Broward County. The City of Margate funds are not eligible for this Strategy.**

Broward County 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.

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| <b>H. NEW CONSTRUCTION – RENTAL</b> | Code 21 |
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| a. Summary: The strategy is designed to expand affordable housing opportunities for renters (by constructing new multifamily rental units to be occupied by income-eligible families. |
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b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

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

d. Maximum award: \$60,000 Per Unit

e. Terms

1. Repayment loan/deferred loan/grant: Deferred Payment Loan. 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.
2. Interest Rate: 0 %
3. Years in loan term: 30 Years
4. Forgiveness: Loan forgiven after 30 Years
5. Repayment: None required as long as the loan is in good standing.
6. Default: 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 (30<sup>th</sup>) 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. 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 shall request files of initial tenants to ensure income compliance. Monitoring of tenant files and income recertification will be conducted by County staff on an annual basis.

g. Sponsor Selection Criteria:

The county defines "Eligible Developer" as 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 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 that employs personnel from the Florida Welfare Transition Program.

h. Additional Information:

**This is a Broward County funded Strategy. The City of Margate funds are not eligible for this 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.

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

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

| I. Community Land Trust  | Code 2 |
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| a. Summary: 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. All CLT properties will be restricted by a 99-year ground lease. |        |

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$75,000
- e. Terms
  1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a note and mortgage
  2. Interest Rate: 0%
  3. Years in loan term: 30 years (mortgage)
  4. Forgiveness: Loan forgiven at the end of the 30-year term provided the home continues to be occupied by an income eligible household.
  5. Repayment: 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 is no longer income eligible
    - 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.
  6. 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/developer will be selected via the County'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.

h. Additional Information:

**This Strategy is funded with Broward County and City of Weston funds only. The City of Margate funds are not eligible for this Strategy.**

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.

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**III. LHAP Incentive Strategies – These Incentive Strategies are applicable to Broward County and City of Weston only, but all are not applicable to the City of Margate, Florida. The City of Margate currently has Incentive Strategies A, and B.**

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: **Impact Fee Waivers – 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: **Affordable Housing Project Certification**

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 residential (both single and 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 Broward County Planning and Development Management Division (PDMD). PDMD ensures that affordable housing projects that are certified as low or very low income are eligible for full 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 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 for the Central county Overlay District and help promote affordability:

- Efficiency apartment: 400 square feet
- Multiple family housing unit: 600 square feet
- Single-family dwelling unit: 1400 square feet for single family and 1200 square feet for each unit in a duplex regardless of zoning district

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

An amendment to the BrowardNext – Broward County Land Use Plan is proposed for 2019 to include the statutory references in the Plan to promote at the local government level.

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 incorporated Broward County a/k/ Broward Municipal Service District, 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.



## Transportation Element

POLICY T2.6.8 Broward County shall incentivize affordable housing opportunities along multimodal corridors with frequent transit service by offering density bonuses, as described in Policy 2.16.3 of the Broward County Land Use Plan.

## Broward Municipal Services District (BMSD) Element

Activity Centers are required to address affordable housing needs

POLICY BMSD 1.2.1 Future land use amendments shall include the minimum amount of land needed to ensure:

1. Adequate facilities and services are available to support the uses
2. The site is suitable for the proposed use
3. Mobility options of the site are suitable for the proposed use and are designed using Complete Streets Principles outlined in the Transportation Element
4. Urban Sprawl is discouraged
5. Sufficient affordable housing is provided to meet the needs of the area
6. The proposed use is compatible with surrounding uses

## Housing Element

POLICY H1.5 Broward County shall facilitate the development of very low, low, and moderate-income housing on sites within a ¼ mile walking distance to premium transit, employment, and educational opportunities through the County's "Affordable Housing Density Bonus Program."

POLICY H3.1 Broward County shall encourage land acquisition and land banking, prioritizing those sites accessible to existing and planned transit service, when feasible, to subsidize the development of affordable housing projects.

POLICY H4.2 Broward County shall promote housing projects that contain compact building design principles, mixed use, and medium to high densities, promote pedestrian activity, enable access to healthy foods through Urban Farming and Food Waste Recycling programs, and support multi-modal transportation options, in coordination with other local municipalities and/or governmental agencies, which use energy conservation principles.

**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. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance: N/A
- G. Interlocal Agreements.
- H. Subordination Policies

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

**Exhibit A (2019)**

|                  |  |
|------------------|--|
| <b>Exhibit A</b> | <b>Broward County, Margate, Weston</b> |
|------------------|--|

| Fiscal Year: 2019-2020   |                     |
|--|---------------------|
| Estimated SHIP Funds for Fiscal Year:  | \$ 603,174.00       |
| Salaries and Benefits  | \$ 40,996.00        |
| Office Supplies and Equipment  | \$ -                |
| Travel Per diem Workshops, etc.  | \$ -                |
| Advertising  | \$ 1,000.00         |
| Other*   | \$ 18,321.00        |
| <b>Total</b>   | <b>\$ 60,317.00</b> |
| Admin %  | 10.00%              |
|  | <b>OK</b>           |
| Fiscal Year 2020-2021  |                     |
| Estimated SHIP Funds for Fiscal Year:  | \$ 603,174.00       |
| Salaries and Benefits  | \$ 40,996.00        |
| Office Supplies and Equipment  | \$ -                |
| Travel Per diem Workshops, etc.  | \$ -                |
| Advertising  | \$ 1,000.00         |
| Other*   | \$ 18,321.00        |
| <b>Total</b>   | <b>\$ 60,317.00</b> |
| Admin %  | 10.00%              |
|  | <b>OK</b>           |
| Fiscal Year 2021-2022  |                     |
| Estimated SHIP Funds for Fiscal Year:  | \$ 603,174.00       |
| Salaries and Benefits  | \$ 40,996.00        |
| Office Supplies and Equipment  | \$ -                |
| Travel Per diem Workshops, etc.  | \$ -                |
| Advertising  | \$ 1,000.00         |
| Other*   | \$ 18,321.00        |
| <b>Total</b>   | <b>\$ 60,317.00</b> |
| Admin %  | 10.00%              |
|  | <b>OK</b>           |
| <p>*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.</p> <p>Details: Building Rent \$16,321.00; County Attorney \$2,000.</p> |                     |

### Exhibit B Timeline for SHIP Expenditures

Broward County (ILAs Margate, Weston) \_\_\_\_\_ affirms that funds allocated for these fiscal years will meet the following deadlines:

| <b>Fiscal Year</b> | <b>Encumbered</b> | <b>Expended</b> | <b>1<sup>st</sup> Year AR</b> | <b>2<sup>nd</sup> Year AR</b> | <b>Closeout AR</b> |
|--------------------|-------------------|-----------------|-------------------------------|-------------------------------|--------------------|
| <b>2019-2020</b>   | 6/30/2020         | 6/30/2021       | 9/15/2020                     | 9/15/2021                     | 9/15/2022          |
| <b>2020-2021</b>   | 6/30/2021         | 6/30/2022       | 9/15/2021                     | 9/15/2022                     | 9/15/2023          |
| <b>2021-2022</b>   | 6/30/2022         | 6/30/2023       | 9/15/2022                     | 9/15/2023                     | 9/15/2024          |

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:

| <b>Fiscal Year</b> | <b>Funds Not Encumbered</b> | <b>Funds Not Expended</b> | <b>1<sup>st</sup> Year AR Not Submitted</b> | <b>2<sup>nd</sup> Year AR Not Submitted</b> | <b>Closeout AR Not Submitted</b> |
|--------------------|-----------------------------|---------------------------|---|---|----------------------------------|
| <b>2019-2020</b>   | 3/30/2020                   | 3/30/2020                 | 6/15/2020                                   | 6/15/2021                                   | 6/15/2021                        |
| <b>2020-2021</b>   | 3/30/2021                   | 3/30/2021                 | 6/15/2021                                   | 6/15/2022                                   | 6/15/2022                        |
| <b>2021-2022</b>   | 3/30/2022                   | 3/30/2022                 | 6/15/2022                                   | 6/15/2023                                   | 6/15/2023                        |

LHAP Exhibit C 2019

| FLORIDA HOUSING FINANCE CORPORATION            |                               |                                 |            |                 |          |                 |           |                 |                  |                      |              |       |
|--|-------------------------------|---------------------------------|------------|-----------------|----------|-----------------|-----------|-----------------|------------------|----------------------|--------------|-------|
| HOUSING DELIVERY GOALS CHART                   |                               |                                 |            |                 |          |                 |           |                 |                  |                      |              |       |
| 2019-2020                                      |                               |                                 |            |                 |          |                 |           |                 |                  |                      |              |       |
| Name of Local Government:                      |                               | BROWARD COUNTY, MARGATE, WESTON |            |                 |          |                 |           |                 |                  |                      |              |       |
| Estimated Funds (Anticipated allocation only): |                               |                                 | \$ 603,174 |                 |          |                 |           |                 |                  |                      |              |       |
| Code   | Strategies                    | Qualifies for 75% set-aside     | VLI Units  | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | New Construction | Without Construction | Total        | Units |
|  | Homeownership                 |                                 |            |                 |          |                 |           |                 |                  |                      |              |       |
| 2  | Purchase Assistance           |                                 |            | \$80,000        |          | \$80,000        |           | \$80,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
| 10   | New Construction              |                                 |            | \$80,000        |          | \$80,000        |           | \$80,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
| 7  | Foreclosure Prevention        |                                 |            | \$10,000        |          | \$10,000        |           | \$10,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
| 3  | Owner Occupied Rehabilitation | Yes                             | 2          | \$100,000       | 1        | \$100,000       | 1         | \$22,222        | \$322,222.00     | \$0.00               | \$322,222.00 | 4     |
| 11   | Special Needs                 | Yes                             | 1          | \$20,635        | 1        | \$100,000       |           | \$100,000       | \$120,635.00     | \$0.00               | \$120,635.00 | 2     |
| 5  | Disaster Repair Mitigation    |                                 |            | \$40,000        |          | \$40,000        |           | \$40,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
| 2  | Community Land Trust          |                                 |            | \$75,000        |          | \$75,000        |           | \$75,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
|  |                               |                                 |            |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|  |                               |                                 |            |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|  |                               |                                 |            |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|  | Total Homeownership           |                                 | 3          |                 | 2        |                 | 1         |                 | \$442,857.00     | \$0.00               | \$442,857.00 | 6     |
| Purchase Price Limits:                         |                               |                                 | New        | \$ 325,301      | Existing | \$ 325,301      |           |                 |                  |                      |              |       |

OK OK

| Code                      | Rental           | Qualifies for 75% set-aside | VLI Units | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | New Construction | Without Construction | Total        | Units |
|---------------------------|------------------|-----------------------------|-----------|-----------------|----------|-----------------|-----------|-----------------|------------------|----------------------|--------------|-------|
| 14                        | Rehabilitation   |                             |           | \$40,000        |          | \$40,000        |           | 40000           | \$0.00           | \$0.00               | \$0.00       | 0     |
| 21                        | New Construction | Yes                         | 1         | \$60,000        | 1        | \$40,000        |           | 60000           | \$100,000.00     | \$0.00               | \$100,000.00 | 2     |
|                           |                  |                             |           |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|                           |                  |                             |           |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|                           |                  |                             |           |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|                           | Total Rental     |                             | 1         |                 | 1        |                 | 0         |                 | \$100,000.00     | \$0.00               | \$100,000.00 | 2     |
| Administration Fees       |                  |                             | \$        | -               | 0%       |                 | OK        |                 |                  |                      |              |       |
| Home Ownership Counseling |                  |                             | \$        | -               |          |                 |           |                 |                  |                      |              |       |
| Total All Funds           |                  |                             | \$        | 542,857         | OK       |                 |           |                 |                  |                      |              |       |

Set-Asides

|   |            |       |    |
|---|------------|-------|----|
| Percentage Construction/Rehab (75% requirement) |            | 90.0% | OK |
| Homeownership % (65% requirement)               |            | 73.4% | OK |
| Rental Restriction (25%)                        |            | 16.6% | OK |
| Very-Low Income (30% requirement)               | \$ 280,635 | 46.5% | OK |
| Low Income (30% requirement)                    | \$ 200,000 | 33.2% | OK |
| Moderate Income                                 | \$ 22,222  | 3.7%  |    |

LHAP Exhibit C 2019

| FLORIDA HOUSING FINANCE CORPORATION            |                               |                                 |            |                 |          |                 |           |                 |                  |                      |              |       |
|--|-------------------------------|---------------------------------|------------|-----------------|----------|-----------------|-----------|-----------------|------------------|----------------------|--------------|-------|
| HOUSING DELIVERY GOALS CHART                   |                               |                                 |            |                 |          |                 |           |                 |                  |                      |              |       |
| 2020-2021                                      |                               |                                 |            |                 |          |                 |           |                 |                  |                      |              |       |
| Name of Local Government:                      |                               | BROWARD COUNTY, MARGATE, WESTON |            |                 |          |                 |           |                 |                  |                      |              |       |
| Estimated Funds (Anticipated allocation only): |                               |                                 | \$ 603,174 |                 |          |                 |           |                 |                  |                      |              |       |
| Code   | Strategies                    | Qualifies for 75% set-aside     | VLI Units  | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | New Construction | Without Construction | Total        | Units |
|  | Homeownership                 |                                 |            |                 |          |                 |           |                 |                  |                      |              |       |
| 2  | Purchase Assistance           |                                 |            | \$80,000        |          | \$80,000        |           | \$80,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
| 10   | New Construction              |                                 |            | \$80,000        |          | \$80,000        |           | \$80,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
| 7  | Foreclosure Prevention        |                                 |            | \$10,000        |          | \$10,000        |           | 10,000          | \$0.00           | \$0.00               | \$0.00       | 0     |
| 3  | Owner Occupied Rehabilitation | Yes                             | 2          | \$100,000       | 1        | \$100,000       | 1         | \$22,222        | \$322,222.00     | \$0.00               | \$322,222.00 | 4     |
| 11   | Special Needs                 | Yes                             | 1          | \$20,635        | 1        | \$100,000       |           | \$100,000       | \$120,635.00     | \$0.00               | \$120,635.00 | 2     |
| 5  | Disaster Repair Mitigation    |                                 |            | \$40,000        |          | \$40,000        |           | \$40,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
| 2  | Community Land Trust          |                                 |            | \$75,000        |          | \$75,000        |           | \$75,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
|  |                               |                                 |            |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|  |                               |                                 |            |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|  |                               |                                 |            |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|  | Total Homeownership           |                                 | 3          |                 | 2        |                 | 1         |                 | \$442,857.00     | \$0.00               | \$442,857.00 | 6     |
| Purchase Price Limits:                         |                               |                                 | New        | \$ 325,301      | Existing | \$ 325,301      |           |                 |                  |                      |              |       |

| Code                      | Rental           | Qualifies for 75% set-aside | VLI Units | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | New Construction | Without Construction | Total        | Units |
|---------------------------|------------------|-----------------------------|-----------|-----------------|----------|-----------------|-----------|-----------------|------------------|----------------------|--------------|-------|
| 14                        | Rehabilitation   |                             |           | \$40,000        |          | \$40,000        |           | 40000           | \$0.00           | \$0.00               | \$0.00       | 0     |
| 21                        | New Construction | Yes                         | 1         | \$60,000        | 1        | \$40,000        |           | 60000           | \$100,000.00     | \$0.00               | \$100,000.00 | 2     |
|                           |                  |                             |           |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|                           |                  |                             |           |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|                           |                  |                             |           |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|                           | Total Rental     |                             | 1         |                 | 1        |                 | 0         |                 | \$100,000.00     | \$0.00               | \$100,000.00 | 2     |
| Administration Fees       |                  |                             | \$ -      | 0%              |          |                 | OK        |                 |                  |                      |              |       |
| Home Ownership Counseling |                  |                             | \$ -      |                 |          |                 |           |                 |                  |                      |              |       |
| Total All Funds           |                  |                             | \$        | 542,857 OK      |          |                 |           |                 |                  |                      |              |       |

| Set-Asides                                      |            |         |    |
|---|------------|---------|----|
| Percentage Construction/Rehab (75% requirement) |            | 90.0%   | OK |
| Homeownership % (65% requirement)               |            | 73.4%   | OK |
| Rental Restriction (25%)                        |            | 16.6%   | OK |
| Very-Low Income (30% requirement)               | \$ 280,635 | 46.5%   | OK |
| Low Income (30% requirement)                    | \$ 200,000 | 33.2%   | OK |
| Moderate Income                                 | #VALUE!    | #VALUE! |    |

LHAP Exhibit C 2019

| FLORIDA HOUSING FINANCE CORPORATION            |                               |                             |                                 |                 |          |                 |           |                 |                  |                      |              |       |
|--|-------------------------------|-----------------------------|---------------------------------|-----------------|----------|-----------------|-----------|-----------------|------------------|----------------------|--------------|-------|
| HOUSING DELIVERY GOALS CHART                   |                               |                             |                                 |                 |          |                 |           |                 |                  |                      |              |       |
| 2021-2022                                      |                               |                             |                                 |                 |          |                 |           |                 |                  |                      |              |       |
| Name of Local Government:                      |                               |                             | BROWARD COUNTY, MARGATE, WESTON |                 |          |                 |           |                 |                  |                      |              |       |
| Estimated Funds (Anticipated allocation only): |                               |                             | \$ 603,174                      |                 |          |                 |           |                 |                  |                      |              |       |
| Code   | Strategies                    | Qualifies for 75% set-aside | VLI Units                       | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | New Construction | Without Construction | Total        | Units |
|  | Homeownership                 |                             |                                 |                 |          |                 |           |                 |                  |                      |              |       |
| 2  | Purchase Assistance           |                             |                                 | \$80,000        |          | \$80,000        |           | \$80,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
| 10   | New Construction              |                             |                                 | \$80,000        |          | \$80,000        |           | \$80,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
| 7  | Foreclosure Prevention        |                             |                                 | \$10,000        |          | \$10,000        |           | \$10,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
| 3  | Owner Occupied Rehabilitation | Yes                         | 2                               | \$100,000       | 1        | \$100,000       | 1         | \$22,222        | \$322,222.00     | \$0.00               | \$322,222.00 | 4     |
| 11   | Special Needs                 | Yes                         | 1                               | \$20,635        | 1        | \$100,000       |           | \$100,000       | \$120,635.00     | \$0.00               | \$120,635.00 | 2     |
| 5  | Disaster Repair Mitigation    |                             |                                 | \$40,000        |          | \$40,000        |           | \$40,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
| 2  | Community Land Trust          |                             |                                 | \$75,000        |          | \$75,000        |           | \$75,000        | \$0.00           | \$0.00               | \$0.00       | 0     |
|  |                               |                             |                                 |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|  |                               |                             |                                 |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|  |                               |                             |                                 |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|  | <b>Total Homeownership</b>    |                             | 3                               |                 | 2        |                 | 1         |                 | \$442,857.00     | \$0.00               | \$442,857.00 | 6     |
| Purchase Price Limits:                         |                               |                             | New                             | \$ 325,301      | Existing | \$ 325,301      |           |                 |                  |                      |              |       |

| Code                      | Rental              | Qualifies for 75% set-aside | VLI Units | Max. SHIP Award | LI Units | Max. SHIP Award | Mod Units | Max. SHIP Award | New Construction | Without Construction | Total        | Units |
|---------------------------|---------------------|-----------------------------|-----------|-----------------|----------|-----------------|-----------|-----------------|------------------|----------------------|--------------|-------|
| 14                        | Rehabilitation      |                             |           | \$40,000        |          | \$40,000        |           | 40000           | \$0.00           | \$0.00               | \$0.00       | 0     |
| 21                        | New Construction    | Yes                         | 1         | \$60,000        | 1        | \$40,000        |           | 60000           | \$100,000.00     | \$0.00               | \$100,000.00 | 2     |
|                           |                     |                             |           |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|                           |                     |                             |           |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|                           |                     |                             |           |                 |          |                 |           |                 | \$0.00           | \$0.00               | \$0.00       | 0     |
|                           | <b>Total Rental</b> |                             | 1         |                 | 1        |                 | 0         |                 | \$100,000.00     | \$0.00               | \$100,000.00 | 2     |
| Administration Fees       |                     |                             | \$        | -               | 0%       | OK              |           |                 |                  |                      |              |       |
| Home Ownership Counseling |                     |                             | \$        | -               |          |                 |           |                 |                  |                      |              |       |
| <b>Total All Funds</b>    |                     |                             | \$        | <b>542,857</b>  | OK       |                 |           |                 |                  |                      |              |       |

| Set-Asides                                      |            |       |    |
|---|------------|-------|----|
| Percentage Construction/Rehab (75% requirement) |            | 90.0% | OK |
| Homeownership % (65% requirement)               |            | 73.4% | OK |
| Rental Restriction (25%)                        |            | 16.6% | OK |
| Very-Low Income (30% requirement)               | \$ 280,635 | 46.5% | OK |
| Low Income (30% requirement)                    | \$ 200,000 | 33.2% | OK |
| Moderate Income                                 | \$ 22,222  | 3.7%  |    |



**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 2019-2020, 2020-2021, AND 2021-2022**

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**

- A. The State Housing Initiatives Partnership (SHIP) Act, Sections 420.907–420.9079, Florida Statutes, provides for the establishment of local housing assistance programs.
- B. 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.
- C. The Parties desire to address the housing needs of their respective residents, and to promote the efficient location, design, and provision of affordable housing.
- D. The Parties believe the establishment and implementation of a joint local housing assistance program is a more efficient use of resources.
- E. 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.
- F. 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 **Corporation.** The Florida Housing Finance Corporation.
- 1.5 **Designated Representative.** The City Manager for City.
- 1.6 **LHAP.** The SHIP 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.
- 1.7 **Program.** The joint local housing assistance program created by the Parties, which shall become part of the LHAP County submits to the Corporation.
- 1.8 **SHIP.** The State Housing Initiatives Partnership ("SHIP") Program pursuant to the State Housing Initiatives Partnership Act set forth in Sections 420.90-420.9079, Florida Statutes.
- 1.9 **SHIP Rules and Regulations.** The applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code, and the LHAP, which are incorporated herein by reference.

## **ARTICLE 2 - ADMINISTRATION AND IMPLEMENTATION OF THE PROGRAM**

- 2.1 The Parties agree to establish the Program, which shall become part of the LHAP County submits to the Corporation for its review and approval for fiscal years 2019-2020, 2020-2021, and 2021-2022.
- 2.2 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 SHIP Rules and Regulations.
- 2.3 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.
- 2.4 County shall establish, with input from City, the administrative criteria or requirements necessary and/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 funds.

- 2.5 County shall supply the City with quarterly reports of awards to City recipients. City shall have access to all client lists.

### **ARTICLE 3 - ESTABLISHMENT AND ADMINISTRATION OF THE TRUST FUND**

- 3.1 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 funds received by County from the Corporation pursuant to the SHIP Act including, but not limited to, City's allocation of SHIP funds shall be earmarked as County's or City's SHIP funding, respectively, and deposited by County into the Trust Fund.
- 3.2 Restrictions on SHIP Funds. In accordance with SHIP Rules and Regulations, any SHIP funds expended from the Trust Fund shall be utilized solely for the administration and implementation of the Program.
- 3.3 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 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.
- 3.4 State Audit. 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.
- 3.5 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 4 - DISTRIBUTION OF SHIP FUNDS**

- 4.1 County shall utilize the SHIP funds received from the Corporation in accordance with SHIP Rules and Regulations. The SHIP 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.
- 4.2 Any SHIP funds transferred from City to County under this Agreement will remain the City SHIP funds when such funds are deposited in the Trust Fund
- 4.3 County shall administer and distribute the SHIP 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 funding including, but not limited to, SHIP income for each fiscal year under this Agreement for administration of the SHIP funds for that year.

- 4.4 City shall establish a mechanism for identifying and transferring the SHIP income and recaptured funds to County no later than fifteen (15) days from City's receipt of SHIP income and recaptured funds. All SHIP income and recaptured funds received by City shall be immediately transferred to County, identified as SHIP income (interest or payments) or recaptured funds, and tracked according to the state fiscal year in which such funds were received.
- 4.5 City shall be responsible for all files, monitoring, annual reports, audits, release or satisfaction of liens, and all other requirements under SHIP Rules and Regulations related to funding assistance provided by City prior to the transfer of funds to County and the effective date of this Agreement.
- 4.6 County shall make a good faith effort to recapture SHIP funds and deposit such funds into the Trust Fund. Any recapture of SHIP funds allocated to City by the Corporation shall be re-used by County within City.
- 4.7 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.
- 4.8 Upon expiration of this Agreement, 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 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 5 - TERM AND TERMINATION**

- 5.1 The term of this Agreement shall commence on the date it is executed by both parties and shall end on June 30, 2022, unless terminated earlier.
- 5.2 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.
- 5.3 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.

- 5.4 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.
- 5.5 In the event this Agreement is terminated for any reason, all SHIP 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 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.
- 5.6 Notice of termination under this Agreement shall be provided in accordance with the "NOTICES" article of this Agreement.

#### **ARTICLE 6 - 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 7 - 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 8 - NOTICES**

In order for a notice to a party to be effective under this Agreement, notice must be sent via United States Postal Service 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:  
Ralph Stone, 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 9 - MISCELLANEOUS**

- 9.1 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.
- 9.2 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.
- 9.3 Audit Rights and Retention of Records.

9.3.1 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.

9.3.2 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.

9.3.3 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.

9.3.4 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.

- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 Assignment. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by either party.

- 9.8 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.
- 9.9 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.
- 9.10 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.
- 9.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.
- 9.12 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.
- 9.13 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 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.
- 9.14 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.**

- 9.15 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.
- 9.16 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.
- 9.17 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.
- 9.18 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.
- 9.19 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.
- 9.20 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019, and the City of Margate, signing through its Mayor, authorized to execute same by action of the City Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

County

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By: \_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 2019

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

By: \_\_\_\_\_  
Claudia Capdesuñer (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (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 2019-2020, 2020-2021, AND 2021-2022

City

\_\_\_\_\_  
, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
, City Clerk  
\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
, City Attorney  
\_\_\_\_ day of \_\_\_\_\_, 2019



**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 2019-2020, 2020-2021, AND 2021-2022**

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**

- A. The State Housing Initiatives Partnership (SHIP) Act, Sections 420.907–420.9079, Florida Statutes, provides for the establishment of local housing assistance programs.
- B. 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.
- C. The Parties desire to address the housing needs of their respective residents, and to promote the efficient location, design, and provision of affordable housing.
- D. The Parties believe the establishment and implementation of a joint local housing assistance program is a more efficient use of resources.
- E. 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.
- F. 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 **Corporation.** The Florida Housing Finance Corporation.
- 1.5 **Designated Representative.** The City Manager for City.
- 1.6 **LHAP.** The SHIP 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.
- 1.7 **Program.** The joint local housing assistance program created by the Parties, which shall become part of the LHAP County submits to the Corporation.
- 1.8 **SHIP.** The State Housing Initiatives Partnership ("SHIP") Program pursuant to the State Housing Initiatives Partnership Act set forth in Sections 420.90-420.9079, Florida Statutes.
- 1.9 **SHIP Rules and Regulations.** The applicable rules and regulations set forth in Sections 420.907-420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code, and the LHAP, which are incorporated herein by reference.

## **ARTICLE 2 - ADMINISTRATION AND IMPLEMENTATION OF THE PROGRAM**

- 2.1 The Parties agree to establish the Program, which shall become part of the LHAP County submits to the Corporation for its review and approval for fiscal years 2019-2020, 2020-2021, and 2021-2022.
- 2.2 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 SHIP Rules and Regulations.
- 2.3 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.
- 2.4 County shall establish, with input from City, the administrative criteria or requirements necessary and/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 funds.

- 2.5 County shall supply the City with quarterly reports of awards to City recipients. City shall have access to all client lists.

### **ARTICLE 3 - ESTABLISHMENT AND ADMINISTRATION OF THE TRUST FUND**

- 3.1 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 funds received by County from the Corporation pursuant to the SHIP Act including, but not limited to, City's allocation of SHIP funds shall be earmarked as County's or City's SHIP funding, respectively, and deposited by County into the Trust Fund.
- 3.2 Restrictions on SHIP Funds. In accordance with SHIP Rules and Regulations, any SHIP funds expended from the Trust Fund shall be utilized solely for the administration and implementation of the Program.
- 3.3 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 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.
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- 3.5 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 4 - DISTRIBUTION OF SHIP FUNDS**

- 4.1 County shall utilize the SHIP funds received from the Corporation in accordance with SHIP Rules and Regulations. The SHIP 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.
- 4.2 Any SHIP funds transferred from City to County under this Agreement will remain the City SHIP funds when such funds are deposited in the Trust Fund
- 4.3 County shall administer and distribute the SHIP 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 funding including, but not limited to, SHIP income for each fiscal year under this Agreement for administration of the SHIP funds for that year.

- 4.4 City shall establish a mechanism for identifying and transferring the SHIP income and recaptured funds to County no later than fifteen (15) days from City's receipt of SHIP income and recaptured funds. All SHIP income and recaptured funds received by City shall be immediately transferred to County, identified as SHIP income (interest or payments) or recaptured funds, and tracked according to the state fiscal year in which such funds were received.
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- 4.6 County shall make a good faith effort to recapture SHIP funds and deposit such funds into the Trust Fund. Any recapture of SHIP funds allocated to City by the Corporation shall be re-used by County within City.
- 4.7 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.
- 4.8 Upon expiration of this Agreement, 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 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 5 - TERM AND TERMINATION**

- 5.1 The term of this Agreement shall commence on the date it is executed by both parties and shall end on June 30, 2022, unless terminated earlier.
- 5.2 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.
- 5.3 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.

- 5.4 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.
- 5.5 In the event this Agreement is terminated for any reason, all SHIP 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 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.
- 5.6 Notice of termination under this Agreement shall be provided in accordance with the "NOTICES" article of this Agreement.

#### **ARTICLE 6 - 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 7 - 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 8 - NOTICES**

In order for a notice to a party to be effective under this Agreement, notice must be sent via United States Postal Service 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:  
Ralph Stone, Director  
Housing Finance and Community Redevelopment Division  
110 NE Third Street, Suite 300

Fort Lauderdale, Florida 33301  
Email address: rstone@broward.org

For City:  
John R. Flint, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Email address: JFlint@westonfl.org

## ARTICLE 9 - MISCELLANEOUS

- 9.1 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.
- 9.2 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.
- 9.3 Audit Rights and Retention of Records.

9.3.1 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.

9.3.2 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.



9.3.3 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.

9.3.4 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.

- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 Assignment. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by either party.

- 9.8 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.
- 9.9 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.
- 9.10 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.
- 9.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.
- 9.12 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.
- 9.13 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 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.
- 9.14 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.**

- 9.15 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.
- 9.16 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.
- 9.17 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.
- 9.18 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.
- 9.19 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.
- 9.20 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019, and the City of Weston, signing through its Mayor, authorized to execute same by action of the City Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

County

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By: \_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 2019

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

By: \_\_\_\_\_  
Claudia Capdesuñer (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Senior Assistant County Attorney

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 THE STATE OF FLORIDA'S FISCAL YEARS 2019-2020, 2020-  
2021, AND 2021-2022

City

\_\_\_\_\_  
, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
, City Clerk  
\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
, City Attorney  
\_\_\_\_ day of \_\_\_\_\_, 2019



Environmental Protection and Growth Management Department  
**Housing Finance and Community Redevelopment Division**  
110 Northeast 3<sup>rd</sup> Street, Suite 300 • Fort Lauderdale, Florida 33301 • 954-357-4900 • FAX 954-357-8225

Exhibit H **SUBORDINATION REQUIREMENTS**

Regarding the possibility of subordinating a mortgage held by Broward County in reference to refinancing the home. The following conditions must be met in order for subordination to be considered:

- Refinance of primary mortgage. Maximum cash out to homeowner for home repair; medical or education expenses is \$15,000.00.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

If the above criteria have been met, Lender must submit documentation identifying the following information for consideration.

- Current principal balance of mortgage
- Current interest rate
- Current terms (15, 20, 30 yr. – fixed or adjustable)
- Current monthly principal & interest
- Current lender
  
- Proposed loan/mortgage balance
- New interest rate
- New terms
- New monthly principal & interest
- New mortgage holder/lender (must be registered with the State of Florida)

Additional documentation required:

- First 2 pages of appraisal
- Copy of Title Policy
- Proposed HUD statement or Good Faith Estimate

You will be notified once a determination is made. If approved, processing time is approximately three weeks due to the document being prepared by the Assistant County Attorney, forwarding to County Administrator for execution, and then recorded in the County Records. You may opt to record the document yourself, which will reduce the processing time by a few days. Please indicate by correspondence which option you prefer.

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_



**CITY OF MARGATE**

**Home Rehabilitation Program**

**Subordination Agreement Administrative Policy**

The City of Margate, Florida (“City”) will consider subordinating its financial position to a legal lending institution that is considering lending money against a property for the purpose of the property owner to refinance the outstanding principal balance of a first or primary mortgage for a fixed lower interest rate to reduce the cost of the monthly mortgage payment, on a case by case basis.

An accredited appraisal company must prepare an appraisal, whose date is not more than 60 days old, of the written subordination request. Real estate sales person or Broward County property assessments will not be accepted in place of a legitimate appraisal. The City will review the appraisal before considering the subordination request, and a decision will be reached after reviewing issues such as but not limited to equity preservation and the effect of the requested change on the City’s priority position as a result of the requested subordination.

If the owner, also known as the deferred payment loan grant recipient, will be refinancing or taking an equity loan to make repairs to the home, the situation will be reviewed on a case by case basis and a decision will be reached after considering issues such as but not limited to equity preservation, effect on value, and whether improvements are maintenance, upgrades, or expansions. The City will not subordinate to loans for purposes of home additions or expansions unless such addition or expansion is proven necessary to accommodate family size.

A valid repair contract with a fixed cost should accompany the subordination request if the owner is seeking the equity to make repairs on the home that are not covered by their homeowner’s insurance policy.

The City will not subordinate its financial position to a new lender for the owner to remove equity from the home for the purpose of new consumer debt, debt consolidation, credit card repayment or any other type of consumer debt repayment, nor for the property owner to receive cash in hand for purposes other than repairs on the home.

The City will be agreeable to receive, before the seven year repayment period has expired, the total pro rata outstanding balance plus lien satisfaction recording fees for the deferred payment loan agreement, in the form of a cashier's check, to satisfy the lien in order for the owner to withdraw equity for their personal needs. There will be no pre-payment penalty for pre-payment of this loan.

The City will not agree to subordinate to a secondary financial position (except for approved reverse mortgages for senior citizens), nor will it agree to predatory lending practices being offered by a lender to a property owner.

Terms of this policy are subject to change as needed to maintain effective administration of this Subordination Agreement Administrative Policy.

I have read all the terms of the City of Margate Subordination Agreement Administrative Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

## **CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity: Broward County, ILA Cities Margate and Weston

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, 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, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP 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 LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.



- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) 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.
- (15) 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 serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Elected Official or designee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Date

**OR**

\_\_\_\_\_  
Attest:  
(Seal)