



**AMENDED AND RESTATED AGREEMENT BETWEEN BROWARD COUNTY AND  
CITY OF COCONUT CREEK PROVIDING FOR ADMINISTRATION OF HOME  
PROGRAM FUNDS FOR PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR  
2017 – 2018**

This Amended and Restated Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and City of Coconut Creek, a municipal corporation of the State of Florida (“City”) (collectively referred to as the “Parties”).

**RECITALS**

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium (“HOME Consortium”), and County was designated the HOME Consortium’s representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium’s members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development (“HUD”) for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act (“HOME Act”) at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County’s consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. On January 23, 2018, (Agenda Item No. 16), the Broward County Board of County Commissioners (“Board”) authorized HOME funding, to be administered by County, to fund a Housing Rehabilitation Program in City. On October 3, 2018, County and City entered into an Agreement Providing for Disbursement of HOME Program Funds for Housing Rehabilitation Program (“Original Agreement”).

E. On June 2, 2020, (Agenda Item No. 20), the Board approved a substantial change allocating the City’s remaining fiscal year 2017-2018 funds, in the amount of Twenty-nine Thousand Five Hundred Forty-nine Dollars (\$29,549), to a Purchase Assistance Program to be administered by County, under the terms more specifically described herein.

F. The Project (as defined herein) was included in County's consolidated plan.

G. The Parties desire to amend and restate the Original Agreement in its entirety to incorporate the new Project and reflect administration of the remaining funds for the Project by County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.

1.3 **County Administrator** means the administrative head of County appointed by the Board.

1.4 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.5 **HOME Funds** means the HOME Program (as defined herein) funds awarded to City and administered by County under this Agreement, as set forth in Exhibit B to this Agreement.

1.6 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.

1.7 **Income Eligible Household** means a "low-income" or "very low-income" family, each as defined in 24 C.F.R. Part 92.2.

1.8 **Project** means the project administered by County in City, as described in Exhibit A to this Agreement.

1.9 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, "HOME Investment Partnerships Program," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and

Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

## **ARTICLE 2. EXHIBITS**

The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	<b>Project Description</b>
<b>Exhibit B</b>	<b>Budget</b>
<b>Exhibit C</b>	<b>Affirmative Marketing Policy</b>
<b>Exhibit D</b>	<b>Quarterly Progress Report</b>

## **ARTICLE 3. PROJECT**

3.1 County shall administer a Purchase Assistance Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.2 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required under the Rules and Regulation of HUD, 2 C.F.R. Part 200, 24 C.F.R. Part 92, the consolidated plan, and the annual performance report.

3.3 The requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505 shall be applicable to the HOME Funds administered by County under this Agreement. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

3.4 City shall comply with 2 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

3.5 County shall provide City with quarterly progress reports in substantially the form provided in Exhibit D attached hereto, or such other form as may be determined by

County, in County's discretion. The reports shall be submitted to City no later than the fifteenth (15th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the quarterly progress report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.

#### **ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS**

4.1 The maximum amount of HOME Funds allocated to City under this Agreement for County's administration of the Project shall be Twenty-nine Thousand Five Hundred Forty-nine Dollars (\$29,549). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 10. No County funds shall be payable under this Agreement.

4.2 If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 County shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County.

#### **ARTICLE 5. LIABILITY**

The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

#### **ARTICLE 6. INSURANCE**

The Parties are self-insured governmental entities subject to the limitations set forth in Section 768.28, Florida Statutes, and each party shall provide the other party with written verification of liability protection in accordance with state law prior to full execution of this Agreement.

#### **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

7.1 City certifies, to the best of its knowledge, that:

- 7.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 7.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.
- 7.1.3 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, City represents and warrants that it has adopted and is enforcing policies within its jurisdiction that:

- 7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and
- 7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action

to do so on behalf of City and does so with full legal authority.

7.4 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from HOME Funds under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all HOME Funds paid to City under this Agreement.

## **ARTICLE 8. HOME CONSORTIUM**

### 8.1 Withdrawal from the HOME Consortium.

8.1.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

8.1.2 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 10, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable to City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

8.2 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit C, relating to marketing of the Project to Income Eligible Households.

## **ARTICLE 9. TERM OF AGREEMENT**

The term of this Agreement shall commence retroactively on October 1, 2017 ("Effective Date"), and shall end on September 30, 2021, unless terminated earlier or extended pursuant to the terms of this Agreement. County shall expend the HOME Funds allocated to the Project within the term of this Agreement. City may submit a written

request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. The Parties may extend the term of this Agreement for additional term(s) of up to one (1) year each in order to complete the Project by entering into an amendment in Section 11.15.

## **ARTICLE 10. TERMINATION**

10.1 This Agreement is subject to the availability of HOME Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

10.2 Termination for Cause. This Agreement may be terminated for cause by either party if either party fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from the party identifying the breach. Any notice of termination provided by either party pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. 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.

10.4 Notice of termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

10.5 If City elects to terminate this Agreement, or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

## ARTICLE 11 - MISCELLANEOUS

11.1 Equal Employment Opportunity. 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. City shall include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

11.2 Public Records. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

11.3 Retention of Records. City shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of five (5) years after the expiration of the term of this Agreement. In addition, City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508.

11.4 Independent Contractor. City is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.5 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 no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.6 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.



For County:

Ralph Stone, Director  
Broward County Housing Finance and  
Community Redevelopment Division  
110 N.E. 3<sup>rd</sup> Street - Third Floor  
Fort Lauderdale, Florida 33301  
Email address: rstone@broward.org

For City:

City Manager  
Attention: City Manager  
4800 West Copans Road  
Coconut Creek, Florida 33063  
Email address: kbrooks@coconutcreek.net

11.7 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

11.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement 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 of this Agreement. County'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. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

11.9 Compliance with Laws. City and the Project, including any work, activities, or services provided by Subcontractors, shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

11.10 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.

11.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

11.12 Interpretation. The titles and 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. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.13 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

11.14 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 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 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.**

11.15 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 duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City’s expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

11.16 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter 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.

11.17 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

11.18 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

11.19 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

11.20 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.21 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.

11.22 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

[ THIS SPACE INTENTIONALLY LEFT BLANK ]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the 23rd day of January, 2018, (Agenda Item No. 16), and the 2nd day of June, 2020 (Agenda Item No. 20), and City of Coconut Creek, signing by and through its Mayor or Vice Mayor duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Bertha Henry

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

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

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

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

By: \_\_\_\_\_  
Alicia C. Lobeiras (Date)  
Assistant County Attorney

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

AMENDED AND RESTRATED AGREEMENT BETWEEN BROWARD COUNTY AND  
CITY OF COCONUT CREEK PROVIDING FOR ADMINISTRATION OF HOME  
PROGRAM FUNDS FOR PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR  
2017 – 2018

CITY

ATTEST:

CITY OF COCONUT CREEK

By: \_\_\_\_\_  
Leslie Wallace May, City Clerk

By: \_\_\_\_\_  
Louis Sarbone, Mayor

(SEAL)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Karen M. Brooks, City Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

By: \_\_\_\_\_  
Terrill C. Pyburn, City Attorney

## EXHIBIT A

### PROJECT DESCRIPTION

Fiscal Year:	FY 2017-2018 Funding
Project Name:	City of Coconut Creek Purchase Assistance Program
HOME Funds Allocation:	\$29,549 Revised subsequent to Substantial Change June 2, 2020 Agenda Item No. 20
Program income:	\$0
<b>Total Allocation:</b>	<b>\$29,549</b>

#### Project Description:

The HOME Funds allocated to City under this Agreement shall be administered by County to provide purchase assistance to a minimum of one (1) Income Eligible Household as defined in this Agreement, at a maximum of Forty Thousand Dollars (\$40,000) each. County will administer the Project for City as provided herein.

#### Program Summary

##### County's Responsibilities.

- Contact applicants referred by City and perform income certifications of applicants to determine eligibility for receipt of funding under this Agreement.
- County shall require that each Income Eligible Household receiving funding under the Agreement execute a Mortgage and Promissory Note in favor of County for the amount of funding provided to such Income Eligible Household.
- County will monitor all Mortgages and Promissory Notes recorded by County in favor of County.
- County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, in accordance with County's subordination policy.
- County shall provide City with quarterly progress reports and/or reports at the monthly HOME consortium meetings.

##### City's Responsibilities.

- City shall market the Purchase Assistance Program in accordance with the guidelines provided in Exhibit C. City shall refer interested parties to County to conduct income eligibility process.

- The following types of properties are eligible for funding under the Agreement:
  - Single family homes
  - Condominium units
  - Townhouses
  - Villas
  
- The loan terms shall be as follows:
  - Fifteen (15) year affordability period, 0% interest deferred loan, with lien on home.
  - No annual write-down.
  - Repayment of any and all unpaid amount of the loan due on sale, transfer, or lease of property



## **ATTACHMENT 1 TO EXHIBIT A**

The County must follow the City's Lenders Guidelines below.

### **LENDERS GUIDELINES**

City of Coconut Creek  
FIRST TIME HOMEBUYER PROGRAM

#### **LENDER FINANCING GUIDELINES**

Applicants must obtain a commitment/pre-approval letter from a lending institution.  
The following are program requirements associated with the implementation of the

City of Coconut Creek First Time Homebuyer Program:

#### **RECIPIENT SELECTION CRITERIA:**

- ✓ Applicants will be selected on a first-come, first-qualified, first-served basis.
- ✓ Applicants must not own any other residential property at time of application and prior to closing for the past three (3) years.
- ✓ Applicants must receive a certificate of housing counseling upon completion of an eight (8) hour education and counseling workshop conducted by a HUD certified housing counselor. This certificate is required prior to loan application.
- ✓ All HOME proceeds must be used to pay closing costs; down payment; principal reduction and must NOT be used for debt consolidations, or cash-out to applicant.
- ✓ Lender must meet any lender's guidelines as established by County or City.

#### **HOME PROGRAM REQUIREMENTS**

1. The principal reduction mortgage amount is based upon the purchase price of the desired property; however, the down payment/closing cost and purchase assistance will not exceed a maximum deferred payment loan up to \$40,000, dependent upon client's need.
2. The principal reduction mortgage will be in the form of a zero percent interest second position deferred payment loan. The full amount of the second mortgage will be forgiven if the homeowner meets all of the HOME requirements including occupying the dwelling being purchased for the period specified in the mortgage and promissory note as their primary residence.
3. The first mortgage lender financing must be a thirty-year fixed interest rate loan.

4. Private Mortgage Insurance is not allowed to be charged by the primary lender if the down payment and second mortgage assistance being provided by the borrower and the City's HOME funds are equal to more than 20% of the appraised value of the property.
5. Applicant's Income/Debt Ratio should be 38%/45% maximum.
6. Origination/Discount/ Program Fees: 2.0% Maximum no exceptions.
7. Appraisal and Credit Fee: Maximum not to exceed \$600.00. Due at time of application, credited at closing.
8. Closing Costs: Up to maximum 5% purchase price, including origination fee. Does not include pre-paid items such as insurance, taxes and pre-paid interest. (Exceptions can be made on a case by case basis for loan amounts under \$100,000).
9. Terms of First Mortgage Lender Financing: 30-year Fully Amortizing mortgage (No prepayment penalty). Balloon mortgages are not acceptable. No Sub-Prime loans permitted under HOME program.
10. Co-Borrowers (non-occupying): Not permitted under HOME.
11. Down Payment: In all cases, buyer must contribute a minimum of one percent (1%) of the purchase contract price of their own funds toward the transaction.
12. Closing Cost: Can be a gift as well as HOME funds. Gift must be properly sourced with backup documentation.
13. Assumable: No
14. Maximum Assistance: A maximum deferred payment loan up to \$40,000 (low, very-low income applicants) is applied towards the closing costs, first mortgage reduction, and/or down payment assistance for the purchase of eligible owner-occupied housing.
15. Refinance Subordination Restrictions: Rate/Term only. No cash out. Homes must have evidence of homestead exemption. All other instance of refinance triggers repayment. County will follow County's subordination policy.
16. Lien Position: Lender holds first lien; Broward County holds second lien.
17. Escrow: Required for taxes, homeowner's insurance, and flood insurance if property is located in a flood zone.

## EXHIBIT B

### BUDGET

Each cost category below reflects the proposed amount necessary to complete the Assistance by funding source(s).

CATEGORY	HOME FUNDS	OTHER FUNDING	TOTAL
A. Direct client subsidy	\$25,117	\$0	\$25,117
B. Service Delivery	\$4,432	\$0	\$4,432
<b>C. TOTALS</b>	<b>\$29,549</b>	<b>\$0</b>	<b>\$29,549</b>

### BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project.

- Direct Client Subsidy: Cost purchase for a minimum of one (1) Income Eligible Household, which may be leveraged with additional funding sources, at a maximum of \$40,000 per Income Eligible Household.

- Service Delivery: Cost associated with County implementing the Project at 15% of the funding agreement amount = \$4,432

- Total HOME Funds available under Agreement = \$29,549  
HOME Funds under the Agreement in the amount of Twenty-Nine Thousand five hundred forty nine Dollars (\$29,549) shall be administered by County to provide purchase assistance to a minimum of one (1) Income Eligible Household, at a maximum of Forty Thousand Dollars (\$40,000.) Service delivery is 15% of the funding agreement amount for County to implement Project for the City.

### Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

(A) Advertising costs other than those associated with recruitment of personnel and

the solicitation of bids for goods and services.

- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

**Personnel (Salary)** costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

**Fringe Benefit** costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

**Travel** costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

**Equipment** costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

**Material/Supplies** cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

**Subcontracts/Contractual Services** must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

**Consultant** agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

**Construction** costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

**Other** costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

**Leverage** is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

## EXHIBIT C

### AFFIRMATIVE MARKETING POLICY

#### AFFIRMATIVE MARKETING:

##### 1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 CFR 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance and Community Redevelopment Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Public service announcements will be made on radio and television stations. Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

##### 2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance and Community Redevelopment Division.

Advertise in circulars and periodicals having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in conspicuous locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

##### 3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

##### 4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements

provided herein, or to cure or remedy identified violations within thirty (30) days of notification by the Division of violations shall result in suspension of undisbursed HOME Funds under this Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance and Community Redevelopment Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Finance and Community Redevelopment Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

**EXHIBIT D**

**QUARTERLY PROGRESS REPORT**

Prepared by the County for County-Run HOME Programs

Period Covered: \_\_\_\_\_ to \_\_\_\_\_ Date of Report: \_\_\_\_\_

**A. Project Information.**

Town Name:	
Person Preparing the Report:	
Signature and Title:	
Project Funding Year, Title and IDIS Activity Number:	
Project Start-Up Date:	
Project Completion Date:	

**B. Project Cost.**

	<b>Budget</b>	<b>Total Expenditures Up to Last Report</b>	<b>Total Expenditures this Report Period</b>	<b>Funds Expended To Date</b>	<b>Percentage</b>
<b>Total Project</b>	\$	\$	\$	\$	%
<b>HOME Funds</b>	\$	\$	\$	\$	%
<b>Other Funding (specify source below)</b>	\$	\$	\$	\$	%



**C. Describe specific work tasks and qualified accomplishments completed this quarter:**

<u>Work Tasks</u>	<u>Status (i.e., underway, pending, completed)</u>

**D. Describe success or problems encountered with the Project:**

**E. Program Objectives:**

<b>Work Tasks</b>	<b>Projected Yearly Total/ Performance</b>	<b>Quarterly Progress</b>	<b>Progress Yr-To-Date</b>	<b>Supporting Documentation</b>

## DIRECT BENEFIT REPORT FORM

Please list each household served since execution of the Agreement

5 HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA																	
6 Subrecipient:																	
7 Accomplishment Period: _____ Is this a Final Report: *																	
8 Cells with an asterisk (*) have DROP-DOWN OPTIONS please click on cell below																	
9																	
10 LOCATION (TAB 1 IN IDIS)																	
IDIS Activity Number	HOME Funding Year *	First Name	Last Name	Street Address	City	County	Zip Code	HOME Assisted Units	Unit Qualified as Energy Star *	Section 504 Accessible Units *	Property Type *	Total Completed Units	Applicable Lead Paint Requirement *	Lead Hazard Remediation Actions *	FHA Insured *	First Time Homebuyer *	Homebuyer Counseling Provided *
11																	
12						Broward											
13						Broward											
14						Broward											
15						Broward											
16						Broward											
17						Broward											
18						Broward											
19 COSTS (TAB 2 IN IDIS)																	
20 CHOOSE ONLY ONE HOME FUND TYPE-THIS FY ONLY!																	
21 ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)																	
22 ENTER APPLICABLE PRIVATE FUNDS (Fund Type/Name, Amount and FY)																	
Last Name	Amortized Loan \$	Grant \$	Deferred Payment Loan \$	Other \$	Non-Recorded Fees \$- Charged to this FY ONLY	Total \$ (THIS FY HOME FUNDS)	Other Federal Fund Type- Fund Name	Other Federal Fund \$	Other Federal Fund FY	Other State Fund Type- Fund Name	Other State Fund \$	Last Name	Tax Exempt Bonds	Total \$	Last Name	Private Loans \$	Owner Cash Contribution \$
23																	
24	0					\$ -							0	\$ -	0		
25	0					\$ -							0	\$ -	0		
26	0					\$ -							0	\$ -	0		
27	0					\$ -							0	\$ -	0		
28	0					\$ -							0	\$ -	0		
29	0					\$ -							0	\$ -	0		
30 BENEFICIARIES (TAB 3 IN IDIS)																	
Unit Number	Number of Bedrooms *	Occupant *	% Median Income *	Hispanic or Latino Race *	Household Size *	Household Type *	Assistance Type *										
31																	
32																	
33																	