

**BROWARD COUNTY, THE CITY OF COCONUT CREEK, THE CITY OF  
MARGATE, THE CITY OF WESTON**



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

**2022-2023, 2023-2024, 2024-2025**



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**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)	Cities of Coconut Creek, Margate, 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:** 2022-2023, 2023-2024, 2024-2025

**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. 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.

**G. Public Input:** Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and Broward County, City of Coconut Creek, City of Margate and City of Weston websites respectively.

**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 completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:



Persons with special needs as defined in 420.0004 (13) 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, Foreclosure Counseling and Transportation.
- 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 average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](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 city/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 those 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	Admin. Fee Percentage
Broward County	Administration and implementation of all strategies. Completion and submittal of Annual and Interim Reports. Facilitate, complete and submittal of AHAC.	10%
Third Party Entity/Sub-recipient	N/A	N/A

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes, and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- S. Project Delivery Costs:** Project Delivery Costs are costs associated with the construction activities on an eligible property for the following strategies: Owner Occupied Rehabilitation, Special Needs and Disaster Repair Mitigation. Such costs include, but are not limited to home inspections, lead base paint inspections,



mold remediation inspection and testing costs, title work, scope of work and specification development. These costs are non-administrative costs and capped at 5% and included in the award amount.

- T. Essential Service Personnel Definition (ESP)** 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 skilled building trades personnel.
  
- U. Describe efforts to incorporate Green Building and Energy Saving products and processes:** For the Home Repair, Special Needs/Barrier Free, or Disaster Relief strategies the County will comply with the guidelines established by The GreenHome Institute including, but not limited to, the following: Window replacement (impact resistant and tinted), paints and primers that meet Green Seal G-11 Environmental Standard, commodes with a 1.3 gallons per flush capacity, building envelope sealing specifications (repair of holes, cracks, seams, and waterproofing), installation of energy efficient hot water heaters, insulated hot water heaters with pre-cut jackets or blankets, insulate accessible hot water pipes, installation of HVAC systems with SEER rating, and Energy Star qualified ventilation fans for bathrooms. Air handler or return ducts in garages or unsealed garage attics are not permitted. Homeowners shall be encouraged to obtain an Energy Audit from Florida Power & Light.
  
- V. 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.
  
- W. Describe efforts to reduce homelessness: Describe efforts to reduce homelessness:** In order to address efforts to reduce homelessness in Broward County, 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 Homelessness 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.

In October 2018, Broward County Continuum of Care streamlined access points for access into emergency shelters to the street outreach provider TaskForce Fore Ending Homelessness, Inc. (TFFE) Referrals to shelters are entered into HMIS exclusively by TFFE to the four shelters, including The Salvation Army and the South, Central and North Homeless Assistance Centers. Coordinated Entry Assessment for Housing (CE) system administrators monitor the status of referrals, the reason for declining a referral, and other system barriers that may need to be addressed. Other sources that feed into street outreach include, but are not limited to, the Homeless Helpline, a domestic violence helpline (Women in Distress of Broward County), the Broward Behavioral Health Coalition; municipal police departments; three Homeless Assistance Centers; a Safe Haven; and an interfaith community-based shelter network (Salvation Army and HOPE South Florida).



These separate assessment tools are used to prioritize homeless households for entry into Permanent Supportive Housing or Rapid Re-Housing programs. The assessment tools target youth, families, and single adults. All tools focus on length of literal homelessness and residential instability, number of children, trauma history, substance abuse history, and employment history.

**Section II. LHAP Strategies:**

<b>A. Strategy Name: Purchase Assistance with or without Rehabilitation</b>	Code 1, 2
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a. Summary: Funds will be awarded for down-payment, closing costs, first mortgage reduction for new and existing homes to eligible persons who purchase within non-entitlement cities, unincorporated Broward County a/k/a Broward Municipal Service District, City of Coconut Creek, and the City of Weston. Buyer may purchase from a Community Land Trust (CLT). Existing homes requiring rehabilitation must be in need of at least \$2,500 in rehabilitation repairs. These repairs to be made and paid within 12 months by the seller, the buyer or another source.

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low, low, moderate and workforce housing
- d. Maximum award: \$80,000
- e. Terms (See “Additional Information” for special terms for CLT home purchases)
  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: Loan will be forgiven at the of the term
  5. Repayment: None required, if the loan is in good standing
  6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- 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, and obtain a certificate of housing counseling upon completion of the workshop prior to loan closing.



3. All SHIP proceeds must be used to pay closing costs, down payment assistance, principal reduction, and/or rehabilitation. SHIP funds must not be used for debt consolidation 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: Loan will be awarded in the amount of money required in order to allow the homebuyer to qualify (gap financing). The maximum will not be awarded in all cases.  
 Homes purchased from a CLT - The SHIP assistance is assumable to an income-eligible purchaser. The terms of the Note and Mortgage shall allow subsequent purchasers to assume the loan with approval by the CLT. Otherwise, no repayment required during the term of the loan, provided the buyer does not default on its first mortgage and buyer adheres to occupancy requirements. Please see Exhibit I.

This Strategy is funded with Broward County, City of Coconut Creek, and City of Weston funds only.

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.

<b>B. New Construction Single Family</b>	Code 10
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a. Summary: Funds will be awarded to eligible developers or contractors to construct single family housing for resale to eligible households on single or contiguous lots. The strategy is designed to enhance and preserve neighborhoods. Predevelopment costs may be included as a Grant.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low, moderate and households up to 140% AMI

d. Maximum award: \$100,000.00. Up to \$80,000 for construction and Up to \$20,000 for predevelopment costs.

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: Two (2) years from issuance of building permits
4. Forgiveness: N/A.
5. Repayment: 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.

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 three (3) years of the date of the recorded Mortgage Agreement.

Terms to Homebuyer:

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: The Loan is forgiven at the end of the term
5. Repayment: None required, if the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

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, and obtain a certificate of housing counseling upon completion of the workshop prior to loan closing.
3. All SHIP proceeds must be used to pay closing costs, down payment assistance, principal reduction, and/or rehabilitation. SHIP funds must not be used for debt consolidation 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: County will 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. 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 are released simultaneously or shortly thereafter the sale to the homebuyer. All SHIP funds awarded to the Sponsor on property subsequently released will be passed through as a subordinate lien 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. 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. Infrastructure expenses must be on-site and must be directly related to the housing being assisted with SHIP funds.

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: Funds will be awarded to homeowners who are in default on their mortgages for at least 60 days and have not received a Lis Pendens. Designed to preserve the affordable housing stock throughout Broward County, therefore, funded with Broward County funds only.
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- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low, low, moderate and workforce
- d. Maximum award: \$10,000
- 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: 5 Years



- 4. Forgiveness: The loan will be forgiven at the end of the term
- 5. Repayment: None required, if the loan is in good standing
- 6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- 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, will 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.  
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, review the funding request, factors contributing to the foreclosure action including, but not limited to, loss of employment, loss of income due to illness, divorce, and the homeowner's ability to demonstrate and be able to make future monthly payments. County may provide a one-time insurance premium payment to eligible qualified homeowners participating in the minor home repair and/or special needs barrier free assistance strategy.

<b>D. Owner Occupied Rehabilitation</b>	Code 3
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a. Summary: Funds will be awarded to repair owner occupied homes to alleviate code violations, health hazards and life and safety issues on the exterior of the property.
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- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025



- c. Income Categories to be served: Very low, low, moderate and workforce housing
- d. Maximum award: \$100,000.00 Broward County/Weston funds; \$40,000 City of Coconut Creek funds. \$25,000.00 City of Margate funds.
- 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 will be forgiven at the end of the term
  5. Repayment: None required, if the loan is in good standing
  6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria:
  - f.1. Eligible homeowners must reside in non-entitlement cities, in unincorporated Broward County a/k/ Broward Municipal Service District, City of Coconut Creek, 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, unless a member of the household meets the definition of 'Persons with Disabilities' or the qualification criteria under the Special Needs/Barrier Free strategy. Applicants with ownership interest in multiple income-producing 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. This is not applicable to the City of Coconut Creek and the City of Weston.

The City of Margate recipients are eligible for one time assistance through the SHIP Program and are not eligible for future assistance through the SHIP, HOME or CDBG Home Repair Programs.

- g. Sponsor Selection Criteria: Broward County, through an RFP process, or under the Contractor Library, 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. Broward County 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. This entity must demonstrate their capability of deliverables, and their capacity based on the project management's current/ active agreement with County. 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:

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.

The City of Margate maximum award \$25,000 includes Service Delivery Costs. Broward County funds may be used to leverage a City of Coconut Creek and City of Margate home repair project. Exterior Paint in the Broward Municipal Service District only with a maximum award of \$5,000 shall be a grant.

Water Sewer Connection is a Broward County funded assistance with a maximum award of \$10,000.00 shall be a Grant. A one-time insurance premium payment of up to \$6,000.00 will be available to qualified households as a part of the repair project and become a project delivery cost.

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. SHIP funds may be used to leverage other State, Federal or local funding.

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), repair of cracked driveways; cracked or hazardous sidewalks [are also eligible]; and exterior painting. If request for exterior painting only (not included with other repairs) in the unincorporated Broward County a/k/a Broward Municipal Service District.

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. The City of Coconut Creek will determine which code violations within the City limits to approve for home repair correction.

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. Not applicable for City of Margate homeowners.

<b>E. Special Needs Barrier Removal</b>	Code 11
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<p>a. Summary: Funds will be awarded to remove architectural barriers to owner occupied homes to alleviate and improve accessibility to Special Needs households as defined in 420.0004 (13) and to seniors over the age of 62 years old.</p>
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- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low, low, moderate and workforce housing
- d. Maximum award: \$100,000 (Broward County and Weston funds) \$40,000 City of Coconut Creek and \$40,000 City of Margate funds
- 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 will be forgiven at the end of the term
  5. Repayment: None required, if the loan is in good standing
  6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria: Qualified eligible homeowners will be selected on a first-served, 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/a 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 income-producing 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, or under the Contractor Library, will 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:.

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. Broward County funds may be used to leverage a City of Coconut Creek and City of Margate special needs/barrier free projects. A one-time insurance premium payment of up to \$6,000.00 will be available to qualified households as a part of the repair project and become a project delivery cost.

<b>F. Disaster Assistance</b>	Code 5, 16
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a. Summary: Funds will be awarded to repair owner occupied homes 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: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low, low, moderate and workforce housing
- d. Maximum award: \$40,000 Broward County/Coconut Creek/Weston funds  
Maximum award: \$1,000 City of Margate funds



- e. Terms 1 through 6 (*applicable to Broward County/Coconut Creek/Weston funds*):
  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 will be forgiven at the end of the term
  5. Repayment: None required, if the loan is in good standing
  6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property, conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

7. City of Margate Disaster Assistance is a Grant.

- f. Recipient/Tenant Selection Criteria: Selected on a first-qualified, first-served basis
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: N/A

<b>G. Rehabilitation - Rental</b>	Code 14
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Summary: Funds will be awarded to owners of multi-family rental properties for the purpose of acquisition, rehabilitation, or a combination of acquisition and rehabilitation. This is a Broward County funded strategy.

- 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: None required if the loan is in good standing.





6. Default: Default/Recapture: 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. 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.

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:  
Award of SHIP Funds will be contingent upon County's inspection of the property to determine if rehabilitation to property is the result of neglect/abandonment by verification from local Building Department of outstanding code citations. The results may be a criterion for disqualification of SHIP funds award. The property must be greater than a four (4) unit building. Funds may be used to make essential improvements and to replace major housing systems in danger of failure. Property purchased may be used to provide Homeless Transitional Housing.  
This Strategy is funded with Broward County funds only.  
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.

<b>H. NEW CONSTRUCTION – RENTAL</b>
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Code 21
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a. Summary: Funds will be awarded to eligible developers or contractors towards the construction of multifamily rental units to be occupied by income eligible families. This is a Broward County funded strategy.
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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 or a Grant. The Eligible Developer/Sponsor will also be required to execute a Declaration of Restrictive Covenant, 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, if 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. 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 and/or SHIP Funding Agreement).
- f. Recipient Selection Criteria: County staff shall request files from property managers of initial tenants to ensure income compliance. Monitoring of tenant files and income recertification will be conducted by County staff on an annual basis, unless the property is monitored by another local, state or federal agency according to the funding source requirement.
- 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: 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 at least fifty percent (50%) construction completion 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.

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

**III. LHAP Incentive Strategies – These Incentive Strategies are applicable to Broward County the City of Coconut Creek. The Cities of Margate and Weston currently have 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: **Ongoing Review Process - Impact Fee Waivers – 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 increasing the annual allocation from \$375,000 and expanding waiving school impact fees to moderate income units. As of July 1, 2021, the School Board increased the yearly allocation for the program to \$450,000 per fiscal year and waives 100% of school impact fees for units certified as low or very low income with \$75,000 reserved for moderate income units that are part of mixed-income development that includes low and/or very low-income units, up to \$50,000 for a maximum for an individual project.

- 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. Policy 2.16.3 is an affordable housing bonus density for very-low, low and moderate ranges, based on a 30-year restriction. The Policy was updated in March 2021 to expand the bonuses.

- 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.

The BrowardNext – Broward County Land Use Plan was amended in 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 replating, 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 the most recent School Impact Fee Ordinance, PDMD made a recommendation for approval contingent upon the School Board increasing the annual allocation from \$375,00 and expanding waiving school impact fees to moderate income units. As of July 1, 2021, the School Board increased the yearly allocation for the program to \$450,000 per fiscal year and waives 100% of school impact fees for units certified as low or very low income with \$75,000 reserved for moderate income units that are part of mixed-income development that includes low and/or very low-income units, up to \$50,000 for a maximum for an individual project.

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 BCLUP was amended in March 2021 to add Policy 2.16.4 which permits residential by right on lands designated Commerce or Activity Centers, with direct access to roadways classified as a State road, County arterial, or other road or portion thereof, as approved by the County Commission, if there is an affordable housing component and additional criteria .

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: (If changed from the original creating ordinance).
- G. Interlocal Agreement (Required if applicable).
- H. Other Documents Incorporated by Reference.

**Broward County, Coconut Creek, Margate, Weston**

Fiscal Year: 2022-2023	
Estimated SHIP Funds for Fiscal Year:	\$ 5,077,186.00
Salaries and Benefits	\$ 436,836.00
Office Supplies and Equipment; Computer hardware	\$ 7,598.00
Travel Per diem Workshops, etc.	\$ 2,500.00
Advertising	\$ 5,200.00
Other*	\$ 55,584.00
Total	\$ 507,718.00
Admin %	10.00%
	<b>OK</b>

Fiscal Year 2023-2024	
Estimated SHIP Funds for Fiscal Year:	\$ 5,077,186.00
Salaries and Benefits	\$ 436,836.00
Office Supplies and Equipment; Computer hardware	\$ 7,598.00
Travel Per diem Workshops, etc.	\$ 2,500.00
Advertising	\$ 5,200.00
Other*	\$ 55,584.00
Total	\$ 507,718.00
Admin %	10.00%
	<b>OK</b>

Fiscal Year 2024-2025	
Estimated SHIP Funds for Fiscal Year:	\$ 5,077,186.00
Salaries and Benefits	\$ 436,836.00
Office Supplies and Equipment; Computer hardware	\$ 7,598.00
Travel Per diem Workshops, etc.	\$ 2,500.00
Advertising	\$ 5,200.00
Other*	\$ 55,584.00
Total	\$ 507,718.00
Admin %	10.00%
	<b>OK</b>

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

Details: Bldg.Rent \$21,000;County Attorney 5,000;Misc.\$26,484;Membership Dues \$1,000;Education.\$1,000; Comm.Svc.\$1,100

**Exhibit B**  
**Timeline for SHIP Expenditures**

Broward County [ILAs with Coconut Creek, 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>Interim Report</b>	<b>Closeout Report</b>
<b>2022-2023</b>	6/30/2024	6/30/2025	9/15/2024	9/15/2025
<b>2023-2024</b>	6/30/2025	6/30/2026	9/15/2025	9/15/2026
<b>2024-2025</b>	6/30/2026	6/30/2027	9/15/2026	9/15/2027

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

<b>Fiscal Year</b>	<b>Funds Not Expended</b>	<b>Closeout AR Not Submitted</b>
<b>2022-2023</b>	3/30/2025	6/15/2025
<b>2023-2024</b>	3/30/2026	6/15/2026
<b>2024-2025</b>	3/30/2027	6/15/2027

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

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

*Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email [cameka.gardner@floridahousing.org](mailto:cameka.gardner@floridahousing.org) when you are ready to “submit” the AR.*

**Other Key Deadlines:**

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

**HOUSING DELIVERY GOALS CHART**



Exhibit C - HDGC.pdf



**FLORIDA HOUSING FINANCE CORPORATION**  
**HOUSING DELIVERY GOALS CHART**  
**2023-2024**

Estimated Funds (Anticipated allocation only):		5,077,186		Broward County, Coconut Creek, Margate, Weston											
		\$		VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units		
Code	Strategies	Qualifies for 75% set-aside													
		Homeownership	Repairs	Rehabilitation	Special Needs	Single Family	Predevelopment	Prevention	Assistance						
1,2	Purchase Assistance w/w/o Repairs	Yes	3	\$80,000	2	\$80,000	1	\$49,468	\$449,468.00	\$0.00	\$0.00	\$449,468.00	6		
3	Owner Occupied Rehabilitation	Yes	8	\$100,000	10	\$100,000	3	\$100,000	\$2,100,000.00	\$0.00	\$0.00	\$2,100,000.00	21		
11	Special Needs	Yes	8	\$100,000	4	\$100,000	2	\$100,000	\$1,400,000.00	\$0.00	\$0.00	\$1,400,000.00	14		
10	New Construction Single Family	Yes	0	\$80,000	0	\$80,000	0	\$80,000	\$0.00	\$0.00	\$0.00	\$0.00	0		
10	New Construction Predevelopment	Yes	2	\$20,000	2	\$20,000	2	\$20,000	\$120,000.00	\$0.00	\$0.00	\$120,000.00	6		
7	Foreclosure Prevention	No	0	\$10,000	0	\$10,000	0	\$10,000	\$0.00	\$0.00	\$0.00	\$0.00	0		
5,16	Disaster Assistance	Yes	0	\$40,000	0	\$40,000	0	\$40,000	\$0.00	\$0.00	\$0.00	\$0.00	0		
Total Homeownership			21		18		8		\$4,069,468.00			\$4,069,468.00	47		
Purchase Price Limits:			New	\$ 382,194	Existing	\$ 382,194									

Estimated Funds (Anticipated allocation only):		5,077,186		Broward County, Coconut Creek, Margate, Weston											
		\$		VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units		
Code	Strategies	Qualifies for 75% set-aside													
		Homeownership	Repairs	Rehabilitation	Special Needs	Single Family	Predevelopment	Prevention	Assistance						
21	Rental New Construction	Yes	5	\$60,000	4	\$50,000	0	\$50,000	60000	\$500,000.00	\$0.00	\$500,000.00	9		
14	Rehabilitation - Rental	Yes	0	\$40,000	0	\$40,000	0	\$40,000	40000	\$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		
										\$0.00	\$0.00	\$0.00	0		
										\$0.00	\$0.00	\$0.00	0		
										\$500,000.00	\$0.00	\$500,000.00	9		
	Administration Fees	\$	507,718	10%											
	Home Ownership Counseling	\$													
Total All Funds			\$	5,077,186	OK										

Set-Asides			
Percentage Construction/Rehab (75% requirement)		90.0%	OK
Homeownership % (65% requirement)		80.2%	OK
Rental Restriction (25%)		9.8%	OK
Very-Low Income (30% requirement)	\$ 2,180,000	42.9%	OK
Low Income (30% requirement)	\$ 1,600,000	31.5%	OK
Moderate Income	\$ 589,468	11.6%	



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

Local Government or Interlocal Entity:

Broward County with ILAs with the Cities of Coconut Creek, 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 ensure 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 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).

Marylinne Daily  
Witness

[Signature]  
Chief Elected Official or designee

[Signature]  
Witness

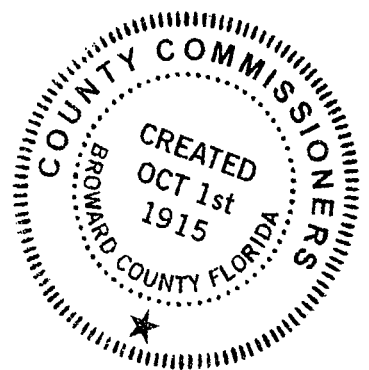
**Monica Cepero** **County Administrator**  
Type Name and Title

4/26/22  
Date

OR

\_\_\_\_\_  
Attest:

(Seal)



## Resolution No. 2022-123

1  
2 A RESOLUTION OF THE BOARD OF COUNTY  
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,  
4 APPROVING THE JOINT LOCAL HOUSING ASSISTANCE  
5 PLAN ("LHAP") FOR THE STATE OF FLORIDA'S FISCAL  
6 YEARS 2023, 2024, AND 2025, AS REQUIRED UNDER THE  
7 STATE HOUSING INITIATIVES PARTNERSHIP ("SHIP")  
8 ACT, SECTIONS 420.907 THROUGH 420.9079, FLORIDA  
9 STATUTES, AND RULE 67-37, FLORIDA ADMINISTRATIVE  
10 CODE; AUTHORIZING AND DIRECTING THE COUNTY  
11 ADMINISTRATOR TO EXECUTE ANY NECESSARY  
12 DOCUMENTS AND CERTIFICATIONS RELATING TO THE  
13 LHAP AS REQUIRED BY THE STATE OF FLORIDA AND TO  
14 SUBMIT TO THE FLORIDA HOUSING FINANCE  
15 CORPORATION FOR REVIEW AND APPROVAL THE LHAP  
16 AND REQUIRED ANNUAL REPORTS; AUTHORIZING THE  
17 HOUSING FINANCE DIVISION DIRECTOR TO MAKE  
18 TECHNICAL AND CLARIFYING REVISIONS TO THE LHAP  
19 AS PROVIDED IN THE RESOLUTION; AND PROVIDING  
20 FOR SEVERABILITY AND AN EFFECTIVE DATE.

21 WHEREAS, the State Housing Initiatives Partnership ("SHIP") Act, codified in  
22 Sections 420.907 through 420.9079, Florida Statutes, and Rule 67-37, Florida  
23 Administrative Code, collectively referred to as the "SHIP Rules and Regulations," require  
24 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;

WHEREAS, the SHIP Rules and Regulations require the LHAP to include a  
description of the incentive strategies and activities to be undertaken by Broward County  
("County") as described in Rule 67-37.005, Florida Administrative Code, reference the  
requirements of Sections 420.907 through 420.9079, Florida Statutes, provide how each

1 of those requirements shall be met, and describe the process the County followed in  
2 developing the LHAP;

3  
4 WHEREAS, the SHIP Rules and Regulations require local governments to  
5 establish in the LHAP an average area purchase price for new and existing housing  
6 benefitting from use of SHIP funds; and

7  
8 WHEREAS, the SHIP Rules and Regulations require the County to submit to the  
9 Florida Housing Finance Corporation ("Corporation") the LHAP for review and approval  
10 to qualify for a distribution of SHIP funds, NOW, THEREFORE,

11  
12 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
13 BROWARD COUNTY, FLORIDA:

14  
15 Section 1. The Broward County Board of County Commissioners ("Board")  
16 approves the LHAP for the State of Florida's ("State") Fiscal Years 2023, 2024, and 2025,  
17 a copy of which is attached hereto as Attachment A.

18  
19 Section 2. The Board finds that the maximum sales price per unit included in  
20 the LHAP for acquisition or new construction of affordable housing, or for repair and  
21 renovation of existing affordable housing units utilizing SHIP funds allocated to the County  
22 shall not exceed, Three Hundred Fifty-two Thousand Three Hundred Seventy-one Dollars  
23 (\$352,371) in Non-Targeted areas and Four Hundred Thirty Thousand Six Hundred  
24 Seventy-five Dollars (\$430,675) in Targeted areas, which amounts reflect ninety percent

1 (90%) of the median area purchase price in accordance with the SHIP Rules and  
2 Regulations.

3  
4 Section 3. The Board has determined the maximum per-unit costs allowable for  
5 each strategy under the LHAP for the State's Fiscal Years 2023, 2024, and 2025 are as  
6 follows:

<u>Strategy</u>	<u>Maximum SHIP Funds</u>
Purchase Assistance	\$ 80,000
New Construction - Single Family	\$ 80,000
Foreclosure Prevention	\$ 10,000
Exterior Paint Program	\$ 5,000
Disaster Relief Assistance	\$ 40,000
Home Repair - Single Family	\$100,000
Special Needs/Barrier Free	\$100,000
Water Sewer Connection	\$ 10,000
Rental Acquisition/Rehabilitation	\$ 40,000
Rental New Construction	\$ 60,000

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20 Section 4. The Board finds that five percent (5%) of the SHIP funds distributed  
21 to the County plus five percent (5%) of program income is insufficient to adequately fund  
22 the necessary costs of administering the LHAP. Accordingly, pursuant to the SHIP Act,  
23 the Board authorizes expenditures of an amount not to exceed ten percent (10%) of SHIP  
24

1 funds plus five percent (5%) of program income for administration and implementation of  
2 the LHAP.

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

9  
10 Section 6. The Board authorizes the County Administrator to submit the LHAP  
11 to the Corporation for review and approval, and to execute the Certification attached  
12 hereto as Attachment B, and further to execute any necessary documents required by the  
13 State relating to the LHAP in accordance with the SHIP Rules and Regulations.

14  
15 Section 7. The Board authorizes the Housing Finance Division Director to make  
16 any technical or clarifying revisions to the LHAP, as provided in Section 420.9071(23),  
17 Florida Statutes, including, but not limited to, revisions to affordability periods for  
18 strategies, which are not considered plan amendments requiring approval of the  
19 Corporation, and to submit to the Corporation the revisions for purposes of notification.

20  
21 Section 8. Severability.

22 If any portion of this Resolution is determined by any court to be invalid, the invalid  
23 portion will be stricken, and such striking will not affect the validity of the remainder of this  
24 Resolution. If any court determines that this Resolution, in whole or in part, cannot be

1 legally applied to any individual, group, entity, property, or circumstance, such  
2 determination will not affect the applicability of this Resolution to any other individual,  
3 group, entity, property, or circumstance.

4

5 Section 9. Effective Date.

6 This Resolution is effective upon adoption.

7

8 ADOPTED this 5<sup>th</sup> day of April, 2022. (#24)

9

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

12

13

By /s/ Christina A. Blythe 02/16/2022  
Christina A. Blythe (date)  
Assistant County Attorney

14

15

16

By /s/ Annika E. Ashton 02/16/2022  
Annika E. Ashton (date)  
Deputy County Attorney

17

18

19

20

21

22

CAB  
SHIP LHAP FY 2023-2025 Reso.doc  
02/16/2022

23

24

RESOLUTION NO. 2022-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF COCONUT CREEK'S STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM FOR FISCAL YEARS 2022-2023, 2023-2024, AND 2024-2025; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

State of Florida  
County of Broward  
City of Coconut Creek  
I HEREBY CERTIFY that this is a true and correct  
copy of Resolution 2022-073  
Witness my hand and the Official Seal of  
The City of Coconut Creek this 18th  
day of April 2022  
Marianne Bowers, Deputy City Clerk

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

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

**WHEREAS,** the City of Coconut Creek and Broward County desire to address the housing needs of their respective residents and to promote the efficient location, design, and provision of affordable housing; and

**WHEREAS,** the City of Coconut Creek and Broward County believe that the establishment of a joint local housing assistance program is an efficient use of resources; and

**WHEREAS,** the City is considered an eligible municipality under the SHIP Act, entitling the City to receive its own allocation of SHIP Program funds; however, the City desires for the County to receive the City's allocation of SHIP Program funding and administer the SHIP Program funds pursuant to the Interlocal Agreement between the County and the City for the Preparation, Implementation, and Administration by the

County for the City's SHIP Program for Fiscal Years 2022-2023, 2023-2024, and 2024-2025; and

**WHEREAS**, the City Commission finds and determines it to be in the best interest of the residents of the City of Coconut Creek to enter into said Interlocal Agreement with Broward County for SHIP administration.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

**Section 2:** That the City Commission has reviewed and hereby approves the attached agreement between Broward County and the City of Coconut Creek for the Preparation, Implementation, and Administration by Broward County for the City's SHIP Program for Fiscal Years 2022-2023, 2023-2024, and 2024-2025.

**Section 3:** That the Mayor and the City Manager, or designee, are hereby authorized to execute said Agreement between Broward County and the City of Coconut Creek.

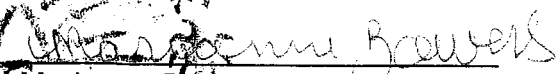
**Section 4:** That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 5:** That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 14<sup>th</sup> day of April, 2022.

  
Joshua Rydell, Mayor

Attest:

  
Marianne Bowers, Interim City Clerk





Rydell	<u>Aye</u>
Welch	<u>Aye</u>
Tooley	<u>Aye</u>
Railey	<u>Aye</u>
(Vacant)	_____

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 22-023

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA APPROVING THE SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP) FOR ALLOCATION OF FUNDS RECEIVED FROM THE STATE OF FLORIDA UNDER THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM, FOR FISCAL YEARS 2022-2023, 2023-2024 AND 2024-2025; AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROVE ANY AMENDMENTS TO THE LHAP THAT PROVIDES FOR RECEIPT OF FUNDS FROM THE STATE AND NO CHANGE OF TERMS, WITHOUT FURTHER COMMISSION ACTION; PROVIDING FOR EFFECTIVE DATE.

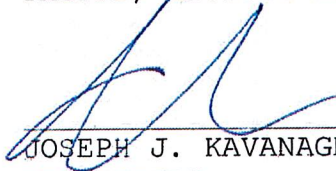
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BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

**SECTION 1:** That the City Commission of the City of Margate, Florida hereby approves the Local Housing Assistance Plan (LHAP) for allocation of funds received from the State of Florida under the State Housing Initiatives Partnership Program (SHIP), for fiscal years 2022-2023, 2023-2024 and 2024-2025,

**SECTION 2:** That the Mayor and City Manager are hereby authorized and directed to execute this LHAP, and any amendments to the LHAP that provide for receipt of funds from the State of Florida and no change of terms, without further Commission action, on behalf of the City of Margate.

PASSED, ADOPTED AND APPROVED THIS 16<sup>TH</sup> day of MARCH, 2022.

  
\_\_\_\_\_  
JOSEPH J. KAVANAGH  
CITY CLERK

  
\_\_\_\_\_  
MAYOR ANTONIO V. ARSERIO

RECORD OF VOTE

Simone	<u>YES</u>
Schwartz	<u>YES</u>
Ruzzano	<u>YES</u>
Caggiano	<u>YES</u>
Arserio	<u>YES</u>

**CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2022-33**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WESTON FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF WESTON'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR THE STATE OF FLORIDA'S FISCAL YEARS 2022-2023, 2023-2024, AND 2024-2025, AND ACCEPTING THE LOCAL HOUSING ASSISTANCE PLAN.

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

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

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

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

WHEREAS, Fifth, the City is considered an eligible municipality under the SHIP Act entitling the City to receive its own allocation of SHIP Program funds; however, the City desires for the County to receive City's allocation of SHIP Program funding and administer the SHIP Program funds pursuant to the Interlocal Agreement between the County and the City for Preparation, Implementation, and Administration by the County of the City's SHIP Program for the State of Florida's Fiscal Years 2022-2023, 2023-2024 and 2024-2025 ("the ILA"), to include expending all funds within the City,

WHEREAS, Sixth, on April 18, 2016, the City Commission adopted Resolution No. 2016-47 approving an Interlocal Agreement between Broward County and the City of Weston for preparation, implementation, and administration by Broward County of the City of Weston's SHIP Program for the State of Florida's Fiscal Years 2016-2017, 2017-2018, and 2018-2019, with the three-year period ending on June 30, 2019, as provided for in Article 6.1 Termination; and

WHEREAS, Seventh, on March 4, 2019, the City Commission adopted Resolution No. 2019-23 entering into an Interlocal Agreement outlining the administration of the SHIP Program for the State of Florida's Fiscal Years 2019-2020, 2020-2021, and 2021-2022, with the three-year period ending on June 30, 2022, as provided for in Article 5.1 Termination, and accepting the Broward County Affordable Housing Advisory Committee Incentive Strategies Report (the "AHAC Report") dated December 2017 outlining the incentives strategies, and accepting the Local Housing Assistance Plan (LHAP); and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WESTON FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF WESTON'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR THE STATE OF FLORIDA'S FISCAL YEARS 2022-2023, 2023-2024, AND 2024-2025, AND ACCEPTING THE LOCAL HOUSING ASSISTANCE PLAN.

WHEREAS, Eighth, on September 27, 2021, the City Commission adopted Resolution No. 2021-124 amending an Interlocal Agreement entered into on March 4, 2019 via Resolution No. 2019-23 to provide for compliance with Section 420.9076(2), Florida Statutes; and

WHEREAS, Ninth, the ILA shall commence on the date it is executed by both parties, and shall end on June 30, 2025, unless terminated earlier; and

WHEREAS, Tenth, the parties desire to enter into the ILA and accept the accompanying LHAP outlining the administration of the SHIP Program; and

WHEREAS, Eleventh, the City Commission believes it is in the best interest of the City to approve the ILA and accept the LHAP to distribute SHIP program funds pursuant to the terms of the ILA and provide for the 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, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

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

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

Section 3: The Local Housing Assistance Plan is accepted in substantially the form attached as Exhibit "B," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 4: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5: This Resolution shall take effect upon its adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WESTON FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF WESTON'S STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FOR THE STATE OF FLORIDA'S FISCAL YEARS 2022-2023, 2023-2024, AND 2024-2025, AND ACCEPTING THE LOCAL HOUSING ASSISTANCE PLAN.

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

*Margaret Brown*

Margaret Brown, Mayor

ATTEST:

*Patricia A. Bates*

Patricia A. Bates, MMC, City Clerk

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

*Jamie Alan Cole*  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>

**CERTIFICATION**

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

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF WESTON, IN THE COUNTY OF BROWARD, FLORIDA, THIS 22<sup>nd</sup> DAY OF March, 2022

*Patricia A. Bates*  
CITY CLERK

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF  
COCONUT CREEK FOR PREPARATION, IMPLEMENTATION, AND  
ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF COCONUT CREEK'S  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM FOR FISCAL  
YEARS 2022-2023, 2023-2024, AND 2024-2025**

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 City of Coconut Creek, 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 an 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 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 Rules and Regulations.
- 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 regulation 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 2022-2023, 2023-2024, and 2024-2025.
- 2.2 County, through its Resilient Environment Department, Housing Finance Division, shall be solely responsible for the administration and implementation of the Program in accordance with the SHIP Rules and Regulations.

- 2.3 Annual Reports. County shall submit a single annual report to the Corporation for the Parties 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.
- 2.6 AHAC. The Parties agree to establish a joint affordable housing advisory committee ("AHAC") as provided for in Section 420.9076(2), Florida Statutes, that shall recommend monetary and nonmonetary incentive strategies to encourage or facilitate affordable housing in accordance with SHIP Rules and Regulations. The joint AHAC shall consist of at least one locally elected official from County or City and shall be created in accordance with, and be governed by, SHIP Rules and Regulations.

### **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 or City's SHIP funding, respectively, and deposited by County into the Trust Fund.
- 3.2 Restrictions on SHIP Funds. In accordance with the 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 the amount stated in the Florida Single Audit



Act, Section 215.97, Florida Statutes, pertaining to local governmental entities, 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 3.1 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 funds 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 funds 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 after 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, releases or satisfactions of liens, and all other requirements under the 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 shall retain any SHIP 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 upon the complete execution by the Parties, and shall end on June 30, 2025, 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 U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable party giving notice of such change in accordance with this section.

For County:

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

For City:

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

## 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 5.2.
- 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 this 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 in written form at no cost to County.
- 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 this 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 in written form at no cost to City.

- 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.**

- 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 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 the 5 day of April, 2022 (Agenda Item 24), and the City of Coconut Creek, signing through its Mayor, authorized to execute same by action of the City Commission on the 14th day of April, 2022.

County

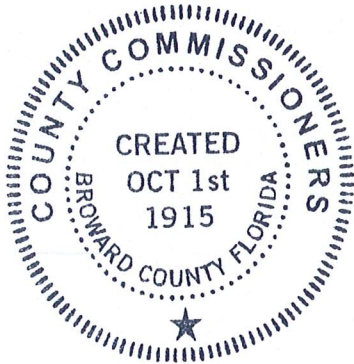
ATTEST:

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

BROWARD COUNTY, by and through  
its Board of County Commissioners

By:   
\_\_\_\_\_  
26th day of April, 20 22

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



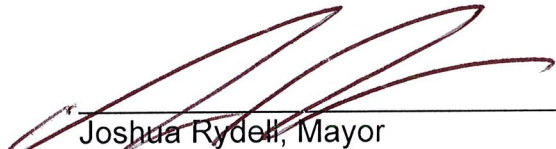
By: Christina A. Blythe Digitally signed by Christina A. Blythe  
Date: 2022.04.20 11:25:15 -04'00'  
\_\_\_\_\_  
Christina A. Blythe (Date)  
Assistant County Attorney

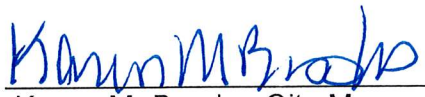
By: Annika E. Ashton Digitally signed by Annika E. Ashton  
Date: 2022.04.20 11:25:33 -04'00'  
\_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

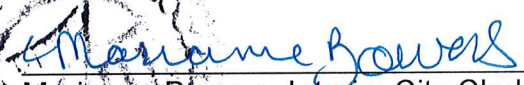


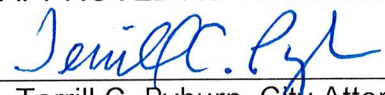
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF COCONUT CREEK'S STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM FOR FISCAL YEARS 2022-2023, 2023-2024, AND 2024-2025

City

  
\_\_\_\_\_  
Joshua Rydell, Mayor  
14 day of April, 2022

  
\_\_\_\_\_  
Karen M. Brooks, City Manager  
14 day of April, 2022

ATTEST:  
  
\_\_\_\_\_  
Marianne Bowers, Interim City Clerk  
14 day of April, 2022

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Terrill C. Pyburn, City Attorney  
14<sup>th</sup> day of April, 2022

**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 FISCAL YEARS 2022-2023,  
2023-2024, AND 2024-2025**

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 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 an 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 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 Rules and Regulations.
- 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 regulation 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 2022-2023, 2023-2024, and 2024-2025.
- 2.2 County, through its Resilient Environment Department, Housing Finance Division, shall be solely responsible for the administration and implementation of the Program in accordance with the SHIP Rules and Regulations.
- 2.3 Annual Reports. County shall submit a single annual report to the Corporation for the Parties 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.
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Statutes, applicable rules of the State Department of Financial Services, and Chapter 10.550, Rules of the Auditor General, pertaining to local governmental entities.

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- 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.
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## **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 U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable party giving notice of such change in accordance with this section.

For County:

Director  
Housing Finance Division  
110 NE Third Street, Suite 300  
Fort Lauderdale, Florida 33301  
Email address: [rstone@broward.org](mailto:rstone@broward.org)

For City:

City Manager  
Cale Curtis  
City of Margate  
5790 Margate Blvd.  
Margate, Florida 33063  
Email address: [citymanager@margatefl.com](mailto: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 5.2.
- 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 this 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 in written form at no cost to County.
- 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 this 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 in written form at no cost to City.



- 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.**

- 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 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 the 5 day of APRIL, 2022 (Agenda Item 24), and the City of Margate, signing through its Mayor, authorized to execute same by action of the City Commission on the 16 day of MARCH, 2022


County

ATTEST:

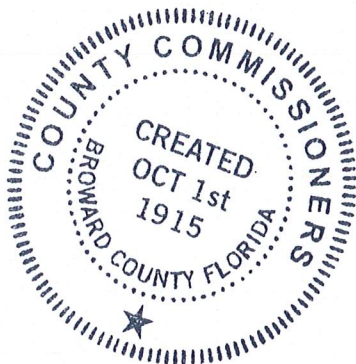


Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By:   
26<sup>th</sup> day of April, 2022

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

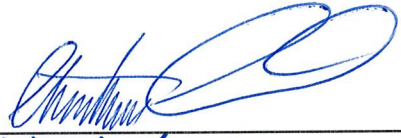



By: Christina A. Blythe Digitally signed by Christina A. Blythe  
Date: 2022.04.11 13:27:44 -04'00'  
Christina A. Blythe (Date)  
Assistant County Attorney

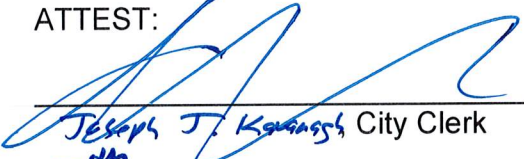
By: Annika E. Ashton Digitally signed by Annika E. Ashton  
Date: 2022.04.11 13:28:25 -04'00'  
Annika E. Ashton (Date)  
Deputy County Attorney


CAB  
SHIP ILA CITY OF MARGATE 2022-2025  
02/23/2022  
602564v1

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 FISCAL YEARS 2022-2023, 2023-2024, AND 2024-2025

  
\_\_\_\_\_  
Antonio L. Arsenio Mayor  
16<sup>th</sup> day of March, 2022

City  
  
\_\_\_\_\_  
Carl Ceras, City Manager  
16 day of MARCH, 2022

ATTEST:  
  
\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk  
17<sup>th</sup> day of March, 2022

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
David N. Torres, City Attorney  
17<sup>th</sup> day of March, 2022

**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 FISCAL YEARS 2022-2023, 2023-2024,  
AND 2024-2025**

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 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 an 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 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 Rules and Regulations.
- 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 regulation 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 2022-2023, 2023-2024, and 2024-2025.
- 2.2 County, through its Resilient Environment Department, Housing Finance Division, shall be solely responsible for the administration and implementation of the Program in accordance with the SHIP Rules and Regulations.
- 2.3 Annual Reports. County shall submit a single annual report to the Corporation for the Parties 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.
- 2.6 AHAC. The Parties agree to establish a joint affordable housing advisory committee ("AHAC") as provided for in Section 420.9076(2), Florida Statutes, that shall recommend monetary and nonmonetary incentive strategies to encourage or facilitate affordable housing in accordance with SHIP Rules and Regulations. The joint AHAC shall consist of at least one locally elected official from County or City and shall be created in accordance with, and be governed by, SHIP Rules and Regulations.

### **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 or City's SHIP funding, respectively, and deposited by County into the Trust Fund.
- 3.2 Restrictions on SHIP Funds. In accordance with the 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 the amount stated in the Florida Single Audit Act, Section 215.97, Florida Statutes, pertaining to local governmental entities, 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 3.1 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 funds 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 funds 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 after 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, releases or satisfactions of liens, and all other requirements under the 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 shall retain any SHIP 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 upon the complete execution by the Parties, and shall end on June 30, 2025, 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 U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable party giving notice of such change in accordance with this section.

For County:

Director  
Housing Finance Division  
110 NE Third Street, Suite 300  
Fort Lauderdale, Florida 33301  
Email address: [rstone@broward.org](mailto:rstone@broward.org)

For City:

City Manager  
Donald P. Decker  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Email address: [DDecker@westonfl.org](mailto:DDecker@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 5.2.

### 9.3 Audit Rights and Retention of Records.

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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.

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- 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.
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- 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.**
- 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.
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- 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.

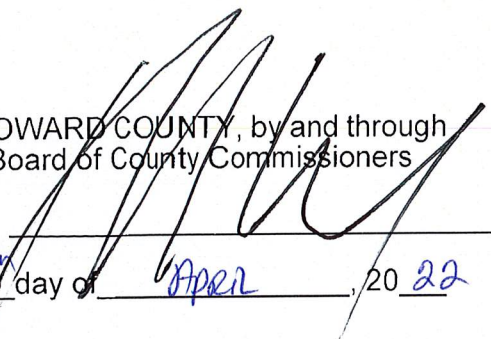
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have made and executed this 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 the 5 day of APRIL, 2022 (Agenda Item 24), and the City of Weston, signing through its Mayor, authorized to execute same by action of the City Commission on the 21 day of MARCH, 2022.

County

ATTEST:

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

BROWARD COUNTY, by and through  
its Board of County Commissioners  
By:   
26<sup>th</sup> day of April, 20 22

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: Christina A. Blythe Digitally signed by Christina A. Blythe  
Date: 2022.04.11 13:36:02 -04'00'  
\_\_\_\_\_  
Christina A. Blythe (Date)  
Assistant County Attorney

By: Annika E. Ashton Digitally signed by Annika E. Ashton  
Date: 2022.04.11 13:36:23 -04'00'  
\_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

CAB  
SHIP ILA CITY OF WESTON 2022-2025  
02/23/2022  
602565v1



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WESTON FOR PREPARATION, IMPLEMENTATION, AND ADMINISTRATION BY BROWARD COUNTY OF THE CITY OF WESTON'S STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM FOR FISCAL YEARS 2022-2023, 2023-2024, AND 2024-2025

CITY OF WESTON

ATTEST:

CITY OF WESTON, a Florida municipal corporation

By: Patricia A. Bates  
Patricia A. Bates, City Clerk

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022



(SEAL)

By: Donald P. Decker  
Donald P. Decker, City Manager  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney



Resilient Environment Department
Housing Finance Division
110 Northeast 3rd Street, Suite 300 • Fort Lauderdale, Florida 33301 • 954-357-4900 • FAX 954-357-8225

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 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 the following for consideration.

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

Additional documentation required:

- Written homeowner authorization requesting subordination and allowing Broward County to share or release information to specified lender
• Homeowner to have a telephonic or in-person appointment with Broward County Housing Finance representative to review terms of refinance
• Property appraisal conducted within six (6) months of the subordination request
• Copy of Title Commitment or Policy
• Proposed Closing Disclosure 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**

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 salesperson 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