

Meeting Date  
September 20, 2016



AGENDA	
Section	<del>KXXXX</del> New Bus
Item No.	<del>XXXXXX</del>

VI B 1

**AGENDA REPORT  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	APPROVAL; RE: MEMORANDUM OF UNDERSTANDING WITH THE CITY OF COCOA (Fiscal Impact \$303,919 in grant funds)
DEPT/OFFICE:	Community Services Group / Housing & Human Services

Requested Action:

It is requested that the Board of County Commissioners approve a Memorandum of Understanding with the City of Cocoa, Housing and Neighborhood Services Division and authorize the County Manager or his designee to sign contractual agreements, including any associated budgetary changes, after approval from Risk Management and the County Attorney's Office.

Summary Explanation & Background:

The Housing and Human Services Department seeks to enter into a Memorandum of Understanding (MOU) with the City of Cocoa in order to construct four (4) single family homes and provide down payment and closing cost assistance to four (4) low income eligible homebuyers in the Diamond Square Redevelopment Area (Phase 2). The MOU delineates the responsibilities of both parties (e.g. funding sources, project oversight, inspections, and monitoring).

The development, known as the Regina Myra Subdivision, has four (4) completed homes that were constructed and sold by a local Community Housing Development Organization (CHDO) to eligible low income homebuyers in 2015. The four (4) homes in Phase 2 will offer three (3) bedrooms, two (2) baths and a single car garage. Development, construction and sales will be completed by a CHDO. The City of Cocoa is responsible for project oversight and program monitoring over the length of the affordability period, generally 30 years.

The \$520,000 used to construct the Regina Myra Subdivision will be a combination of entitlement funds, program income and CHDO funds from the City of Cocoa (\$216,031 plus in-kind donation of land) and \$303,919 from Brevard County. This request was reviewed and recommended for approval by the Affordable Housing Council on August 18, 2016.

**Fiscal Impact:** FY 15/16 – There will be no impact to the General Fund. \$250,000 in grant funds is available in Fund Account 1472 Cost Center 303052

**FY 16/17 – There will be no impact to the General Fund. \$53,919 in grant funds is available in Fund Account 1472 Cost Center 303052**

Contact name: Linda Graham, Community Development and Resource Supervisor, 321-633-2007

Clerk to the Board Instructions: None

Exhibits Attached: (1) Memorandum of Understanding (2) BC-20s

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension					
Stockton Whitten	Venetta Valdengo	Ian Golden, Director (X52007)					



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

September 21, 2016

MEMORANDUM

TO: Ian Golden, Housing and Human Services Director Attn: Linda Graham

RE: Item VI.B.1., Memorandum of Understanding with City of Cocoa, to Construct Four Single-Family Homes and Provide Down Payment and Closing Cost Assistance to Four Low-Income Eligible Homebuyers in Diamond Square Redevelopment Area (Phase 2)

The Board of County Commissioners, in regular session on September 20, 2016, authorized the County Manager to execute Memorandum of Understanding with City of Cocoa, Housing and Neighborhood Services Division, to construct four single-family homes and provide down payment and closing cost assistance to four low-income eligible homebuyers in Diamond Square Redevelopment Area (Phase 2). Enclosed is the executed Memorandum of Understanding.

**Upon execution by the City of Cocoa, please return a fully-executed copy of the Memorandum of Understanding to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

✓ Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE CITY OF COCOA and THE BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

This Memorandum of Understanding (MOU), made and entered into this 20 day of Sept., 2016, by and between the City of Cocoa, a municipality, (hereinafter "Cocoa"), and the Brevard County Board of County Commissioners, a political subdivision of the state of Florida (hereinafter "Brevard County").

**WITNESSETH:**

**WHEREAS**, the National Affordable Housing Act of 1990 has authorized the U.S. Department of Housing and Urban Development, (hereinafter referred to as "HUD"), to provide financial assistance through the HOME Investment Partnership Program ("HOME") to local governments for the production of affordable housing; and

**WHEREAS**, Brevard County, while eligible to receive HOME funds as an Urban County, is desirous of increasing local receipt of federal funding for the provision of affordable housing through an Interlocal Agreement; and

**WHEREAS**, pursuant to 24 CFR Part 92.101, Brevard County in partnership with the cities of Cocoa, Titusville, Melbourne, and Palm Bay receives HOME funds through a consortium, known as the Brevard County HOME Consortium.

The purpose of this Memorandum of Understanding (MOU) is to list the funding contributions from Brevard County and Cocoa and the duties and responsibilities of both parties. As the lead agency for this project, Cocoa will be responsible for the oversight, development and on-going HOME Program monitoring of four (4) single-family housing units located at 345 & 349 Lucas Lane (Lots 3 & 4) and 400 & 404 D Street (Lots 5 & 6) in partnership with a Community Housing Development Organization (CHDO).

The CHDO will be the Developer on this project, acting in accordance with all HOME requirements for successful implementation of the project. The CHDO will complete the four (4) single-family homes as three (3) bedroom, two (2) bathroom, one (1) car garage homes. The CHDO shall find qualified income eligible buyers and keep all records relating to the buyers and the properties for the minimum retention period. Cocoa shall transfer ownership to the selected CHDO, and at closing title shall transfer from the CHDO to the qualified eligible homebuyer. A lien shall be placed on the property for the amount of development subsidy and down payment assistance in accordance with HOME regulations.

**I. CONTRIBUTIONS BY AGENCY**

The total amount of funds allocated to the Project shall not exceed \$520,000 including construction, inspections, down payment assistance, closing costs and developer fees. The projected sources and uses of funds are as follows:

<b>SOURCE OF FUNDS</b>		<b>AMOUNT</b>	<b>TOTAL</b>
City of Cocoa	Program Income = \$209,723 CHDO = \$6,358	\$ 216,081	
Brevard County Funds -	Entitlement = \$250,000 CHDO = \$53,919	\$ 303,919	\$ <u>520,000</u>
<b>USE OF FUNDS:</b>			
Construction Costs/Inspection Fees/Down Payment Assistance Developer Fee			\$ <u>520,000</u>

## **II. CITY OF COCOA RESPONSIBILITIES**

1. Cocoa staff will perform project oversight and grant management to the CHDO during the construction phase. Cocoa shall monitor compliance with HOME Program requirements for the duration of the affordability period. The affordability period shall be defined as the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a lien on the property or a Land Use Restriction Agreement (LURA). A LURA shall only be used for resale provisions.
2. Cocoa shall ensure all of HUD's HOME Program and applicable City of Cocoa and the Florida building code requirements are met by conducting inspections. Also, Cocoa shall ensure homebuyers occupying the units meet income eligibility requirements and all HOME Program requirements.
3. Any and all copies of project documents, monitoring reports and any correspondence related to this project shall be provided to Housing and Human Services upon request.
4. All Program Income and Recaptured Funds generated by approved activities shall be retained, tracked and utilized for additional eligible activities by Cocoa.

## **III. BREVARD COUNTY RESPONSIBILITIES**

1. Brevard County shall inspect the properties throughout the construction period to ensure compliance with all HOME Program requirements. Brevard County inspector(s) will coordinate with Cocoa on the inspection reimbursement requests.
2. Upon approval of this MOU, Brevard County shall commit to providing HOME Entitlement and CHDO funds in the amount of \$303,919 to the project.
3. Brevard County shall perform the Environmental Review on the Project to ensure the project is in compliance with all HOME Program Rules.

If the Agreement between Cocoa and the CHDO is terminated by either party or the project is not completed within the designated timeframes, all funds received from Brevard County shall be reimbursed.

In accordance with 24 CFR 85.43, suspension or termination may occur if Cocoa materially fails to comply with any term of this Agreement. The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

Both parties hereby agree that the following events constitute a material failure sufficient to warrant suspension of payments:

1. Improper use of HOME funds.
2. Failure to comply with terms of this Agreement.
3. Intentional submittal of incorrect or incomplete documentation in any material respect.

WITNESS OUR HANDS EFFECTIVE \_\_\_\_\_ 2016.

**ATTEST**

**CITY OF COCOA**

\_\_\_\_\_  
Carie Shealy, City Clerk

\_\_\_\_\_  
John A. Titkanich, Jr., City Manager

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ who is personally known to me, or produced \_\_\_\_\_ as identification, and who did not take an oath.

Stamp:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

ATTEST

Scott Ellis  
SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
Stockton Whitten  
Stockton Whitten, County Manager

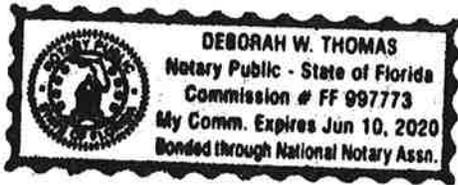
Rebecca Behl-Hill  
Rebecca Behl-Hill, Assistant County Attorney

As approved by Board 9/20/16

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 20 day of September,  
2016, by STOCKTON WHITTEN who is personally known to me, or produced \_\_\_\_\_  
as identification, and who did not take an oath.

Stamp:



Deborah W. Thomas  
Notary Public  
DEBORAH W THOMAS  
Date

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I**

The following information must be completed on all new contracts submitted to the Board.

<b>1. Contractor:</b> City of Cocoa	
<b>2. Fund/Account #:</b>	<b>Division Name:</b> Housing and Human Services
<b>4. Contract Description:</b> Memorandum of Understanding	
<b>5. Contract Monitor:</b> Dorenda Christian	<b>6. Mail Stop #:</b> 82
<b>7. Dept./Office Director:</b> Ian Golden	<b>8. Contract Type:</b>
<b>ACTION DATE:</b> 10 days from entry	<b>ACTION REQUIREMENT:</b> Risk Management Review and Approval

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>✓</u>	_____	<u>AVA</u>	<u>8/30/16</u>
Risk Management	<u>✓</u>	_____	<u>Myra</u>	<u>8-31-2016</u>
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

AO-29: EXHIBIT I

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	<u>[Signature]</u>	<u>8/30/16</u>
Risk Management	_____	_____	_____	_____
County Attorney	✓	_____	<u>[Signature]</u>	<u>9/16/16</u>

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AO-29: EXHIBIT I

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AGENDA	
Section	Consent
Item No.	II.B.1

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Stockton Whitten		Venetta Valdengo			Ian Golden, Director (X52007)			