



City of North Port

RESOLUTION NO. 92-R-12

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF SARASOTA, AND COUNTY OF SARASOTA, FORMULATING A CONSORTIUM PURSUANT TO THE NATIONAL AFFORDABLE HOUSING ACT OF 1990.

WHEREAS, the National Affordable Housing Act of 1990 authorizes federal funding for a jurisdiction which establishes programs to increase the number of families served with decent, safe, sanitary and affordable housing and expand the long-term supply of affordable housing in accordance with the HOME Investment Partnerships Act; and,

WHEREAS, the City of North Port, City of Sarasota, and the County of Sarasota have proposed to form a consortium, pursuant to the HOME Investment Partnerships Act, pursuant to a fully executed Interlocal Agreement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, TO WIT:

That on March 30, 1992, the City Commission did vote to approve the Supplemental to Interlocal Agreement HOME Investment Partnership Dated September 3, 1991, a copy of which is attached hereto and marked Exhibit "A".

RESOLUTION 92-R-12

This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED at a Regular Meeting of the City Commission of the City of North Port, Florida, held in public session this 6th day of April, 1992 A.D.

CITY OF NORTH PORT, FLORIDA



JOSEPH H. RUSSELL
City Commission Chairperson

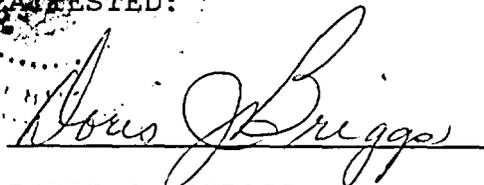
Approved as to form and
correctness:



DAVID M. LEVIN
City Attorney



ATTESTED:



DORIS J. BRIGGS
City Clerk

City Commissioners of the City of North Port, Florida, on Monday, March 30, 1992, approved the "HOME" Program, aka National Affordable Housing Act of 1990 where it refers to the HOME Investment Partnership Act, by a Motion made by Commissioner A. Buddy Hughes, seconded by Commissioner Lawrence Sansone, Jr.; motion carried 5-0 vote.

SUPPLEMENTAL TO INTERLOCAL AGREEMENT

HOME INVESTMENT PARTNERSHIP

DATED SEPTEMBER 3, 1991

THIS INTERLOCAL AGREEMENT is made and entered into at Sarasota County, Florida, this 31 day of March, 1992, by and between the City of North Port, a Florida municipal corporation, hereinafter referred to as "North Port", the City of Sarasota, a Florida municipal corporation, hereinafter referred to as "Sarasota", and Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as "County".

W I T N E S S E T H :

WHEREAS, the U.S. Congress had found that inadequate progress has been made towards the national housing policy goal to provide decent, safe, sanitary and affordable living environments for all citizens; and

WHEREAS, the National Affordable Housing Act of 1990 authorized federal funding for jurisdictions which would establish programs to increase the number of families served with decent, safe, sanitary and affordable housing and expand the long-term supply of affordable housing in accordance with the HOME Investment Partnerships Act; and

WHEREAS, the HOME Investment Partnerships Act authorizes a consortium of geographically contiguous units of general local government for the purpose of becoming a participating jurisdiction in the HOME Program; and

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969 authorizes municipalities and counties to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity; and

WHEREAS, on September 3, 1991, the City of Sarasota and Sarasota County entered into an interlocal agreement to form a consortium for the purpose of becoming a participating jurisdiction in the HOME Program; and

WHEREAS, it is the desire of the City of North Port to join the Sarasota HOME Consortium; and

WHEREAS, it is the desire of the City of Sarasota and Sarasota County to amend the boundaries of the Sarasota HOME Consortium and the Consortium Corporation Agreement to include the City of North Port; and

WHEREAS, it is the intent of North Port, Sarasota, and County to utilize the powers and authority of the Florida Interlocal Cooperation Act of 1969 by the execution of this Agreement.

NOW, THEREFORE, it is agreed between North Port, Sarasota, and County as follows:

Section 1. **Purpose.** This Agreement is entered into to allow North Port, Sarasota, and County to work together, in a cooperative effort, to meet the national housing policy of decent, safe, sanitary and affordable housing for the citizens of Sarasota County. Further, this Agreement is entered into as a legally binding cooperation agreement so as to amend the boundaries within the meaning of the National Affordable Housing Act of 1990 and so as to meet the requirements of the Department of Housing and Urban Development (HUD) for the designation of North Port, Sarasota, and County as a consortium.

Section 2. **Status.** The INTERLOCAL AGREEMENT HOME INVESTMENT PARTNERSHIP dated September 3, 1991, and recorded in the Official Records of Sarasota County Book 2326, Page 2481, which formed the Sarasota HOME Consortium, is hereby amended by all parties hereto to amend the boundaries of the Sarasota HOME Consortium to include North Port, Sarasota, and County.

The parties acknowledge by execution of this Agreement that the previous Interlocal Agreement referenced above is not terminated, rather it is amended to include North Port.

Section 3. Term. This Agreement shall be for a period of two years, effective October 1, 1992, subject to the Provisions of Section 9, hereof.

Section 4. Lead Agency. The City of Sarasota shall be the member unit of general local government authorized to act as the representative of the Sarasota HOME Consortium in its dealings with HUD. Further, Sarasota shall be the lead entity, having overall responsibility to comply with the requirements of HUD pertaining to the amendment of the boundaries of the Sarasota HOME Consortium and funding of the housing affordability strategy to be adopted by North Port, Sarasota, and County.

Section 5. Cost to Administer Program. In recognition of the fact that Sarasota will administer the HOME Investment Partnership's Program, administrative costs shall be shared by North Port, Sarasota, and County according to the ratio of HOME Program funds allocated to North Port, Sarasota, and County, respectively.

Section 6. Comprehensive Housing Affordability Strategy. North Port, Sarasota, and County shall cooperate in the preparation of a comprehensive housing affordability strategy (CHAS) which shall apply to North Port, Sarasota, and County and which shall meet the requirements of applicable federal regulations.

Section 7. Allocation of Funding. HOME Program allocations by HUD shall be distributed, between Sarasota and County, based upon the ratio of Community Development Block Grant funds received by Sarasota and County in each fiscal year. A portion of County funds will be designated for use in North Port. The amount of funds designated by the County in North Port will be determined by the ratio of the 1990 populations, as determined by the U.S. Census for North Port, Venice, and the unincorporated County. However,

County funds set aside by federal regulations for distribution to Community Housing Development Associations may be used anywhere throughout the County without regard to the above distribution. The funds for North Port shall be designated from the County's distribution and shall not affect Sarasota's allocation. Sarasota and County shall be responsible for administering, respectively, the HOME Program funds distributed to each.

Section 8. Certifications. North Port, Sarasota, and County certify that each will cooperate with the others to undertake or aid to assist in undertaking housing assistance activities for the HOME Investment Partnerships Program and that each will affirmatively further fair housing. Further, North Port, Sarasota, and County will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the requirements governing the Residential Anti-displacement and Relocation Plan pursuant to Section 104(d) of the Housing and Community Development Act of 1974.

Section 9. Termination. The two year duration of this Agreement notwithstanding, North Port, Sarasota, and County shall not terminate this Agreement prior to carrying out all activities that will be funded from the funds awarded for two Federal fiscal years, pursuant to the HOME Investment Partnerships Program.

Section 10. Liability. Subject to applicable law, the acts and omissions of employees of North Port, Sarasota, and County, or their agents, in the performance of this Agreement, shall rest with North Port, Sarasota, and County, respectively. To the extent permitted by law, North Port, Sarasota, and County shall indemnify and hold the others harmless from injuries, damages or claims arising out of the negligence of employees or agents of North Port, Sarasota, and County.

Section 11. Authorizing Resolutions. Prior to executing this Agreement, Sarasota and County shall each adopt resolutions which shall amend the boundaries of the Sarasota HOME Consortium and North Port will adopt

resolutions which shall authorize the chief executive officer of North Port, Sarasota, and County, respectively , to execute this Agreement.

Section 12. Employee Status. Persons employed by North Port, Sarasota, and County who perform services or functions pursuant to this Agreement shall not be deemed to be employees of the other governmental entities. North Port, Sarasota, and County shall remain obligated to provide their respective employees with workers' compensation protection, salary and pension benefits, civil service or other employee rights and privileges.

Section 13. Notices. Formal notices pertaining to this Agreement shall be hand delivered or sent, by U.S. mail, as follows:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

Sarasota County
Attention: County Administrator
101 South Washington Boulevard
Sarasota, Florida 34237

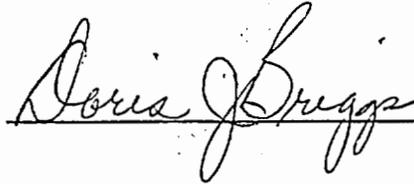
City of North Port
Attention: City Manager
5650 North Port Boulevard
North Port, Florida 34287

Section 14. Counterparts. This Agreement may be executed in counterparts each executed counterpart to be deemed an original.

IN WITNESS WHEREOF, North Port, Sarasota, and County have executed this Agreement the day and year above first written.

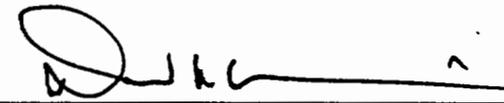
Attest:

CITY OF NORTH PORT, FLORIDA



BY 

Approved as to form and correctness:



City of North Port Attorney

Attest:

CITY OF SARASOTA, FLORIDA

_____ By _____

Approved as to form and correctness:

City of Sarasota Attorney

Attest:

SARASOTA COUNTY, FLORIDA

Francis Daniel

By [Signature]

Approved as to form and correctness:

Edmond C. Wilson
Sarasota County Attorney



City of North Port

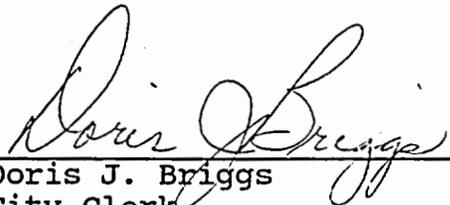
FLORIDA
MUNICIPAL BUILDING
5650 NORTH PORT BOULEVARD
34287-3103

Commission Chairperson
and City Clerk
(813) 426-5500
(813) 426-8484

Commissioners
City Manager
and All Departments
(813) 426-8484
Fax (813) 426-2936
Suncom 552-7006

I HEREBY CERTIFY that the attached is a true and correct copy of Resolution No. 92-R-12 adopted by the City Commission of the City of North Port, Florida on the 6th day of April, 1992, as well as a Motion to approve the "HOME" Program made, seconded and approved on March 30, 1992.

WITNESS my hand and the official seal of the City of North Port, Florida this 6th day of April, 1992.



Doris J. Briggs
City Clerk

NOTE: ORIGINAL
AGREEMENT
(EXHIBIT 'A')
IS IN SEPARATE
AGREEMENT FILE.

MEMORANDUM

TO: ROBERT L. NORRIS, CITY MANAGER

FROM: STAN FRANK *SF*
GRANTS COORDINATOR/PLANNER

DATE: March 26, 1992

SUBJECT: "HOME" PROGRAM RESOLUTION (CITY RESOLUTION 92-R-12)
AND INTERLOCAL AGREEMENT AMENDMENT

I urgently request the administration's and the City Commission's approval of City Resolution No. 92-R-12 and the interlocal agreement amendment attached thereto as "Exhibit A." By executing these documents (photocopies attached), the City would place itself in a position to receive funding from the federal HOME program, a new affordable housing initiative.

By executing the resolution and the amendment, the City will incur no financial obligation at this time. Rather, these actions merely open up the possibility of our taking advantage of the HOME program's affordable housing opportunities in the future, should we choose to do so. It is my understanding that the City can not take advantage of the program independently; that is, we must become a member of a local consortium originally formed by Sarasota County and the City of Sarasota under the terms of an interlocal agreement executed by both parties in September 1991 (copy also attached). The City of Venice is also being invited to participate in the consortium.

I must add, however, that County staff tells me there is no guarantee that the local HOME consortium, with or without our participation, will again qualify for the program. Ultimately, the availability of federal funds will be the determining factor.

If HUD approves our joining the local consortium, our membership would continue until Oct. 1, 1993, at which time all parties must be re-certified by HUD.

It is vital that two original copies of the resolution and four original copies of the amendment be signed by Chairperson Russell, City Clerk Briggs and Attorney Levin during the Monday, March 30, City Commission meeting. The originals of these documents are now in the possession of the City Clerk.

Sarasota County, which only advised me of this opportunity on Tuesday, March 24, plans to fly the signed documents to the Jacksonville office of the federal Department of Housing and Urban Development (HUD) Tuesday morning, March 31, the deadline date for submission of consortium agreements. I will personally convey the

HOME PROGRAM RESOLUTION AND INTERLOCAL AGREEMENT AMENDMENT

signed documents to Sarasota County Monday night.

To expedite our legal review of the original interlocal agreement, the amendment and the resolution, I have asked Sarasota County to provide copies of these documents to City Attorney Levin. I am told the documents were available for Mr. Levin's review as of late Wednesday, March 25.

A Brief Explanation of the HOME Program

The following explanation of the HOME Program is based on the "HOME Resource Guidebook," portions of which were provided me by the Sarasota County Office of Management & Budget.

HOME is a federal housing block grant program which affords state and local governments a wide range of funding assistance for low-income housing. Generally, the program's primary affordable housing activities fall into the following categories:

- Moderate rehabilitation;
- Substantial rehabilitation (i.e., more than \$25,000 per unit);
- New construction;
- Rent assistance; and
- Other related activities.

The HOME Program targets the needy: all home funds must benefit persons below 80 percent of area median income. The median income for our Metropolitan Statistical Area is \$36,800; 80 percent of that figure is \$29,440.

In the case of rental projects, at least 90 percent of HOME funds must serve households with incomes below 60 percent of the median. HOME funds used for home ownership projects are primarily targeted to low-income, first-time homebuyers.

Sarasota County staff believes the "highest and best use" of HOME funds would be housing rehabilitation. According to Karen Davis, CDBG Coordinator for Sarasota County, if HOME funds are used in this manner, we might expect perhaps one or two local homes to receive rehabilitation assistance each year under the program.

Matching requirements: states and municipalities are required to match federal HOME funds with cash, waiver or deferral of fees or taxes, land or other property, or certain other resources such as in-kind contributions.

HOME PROGRAM RESOLUTION AND INTERLOCAL AGREEMENT AMENDMENT

The amount of the required match depends on the type of activity. The match is 4 federal to 1 local dollar for rental assistance and moderate rehabilitation; 3 to 1 for substantial rehabilitation; and 2 to 1 for new construction.

However, Congress has waived the matching requirements for the 1992 fiscal year in view of the current dire fiscal conditions affecting many state and local governments.

Eligible uses of HOME funds: In general, HOME funds can be used for three types of housing programs: Homeownership (for first-time homebuyers and single family home rehabilitation), Rental Housing and Tenant-Based Rental Assistance.

Under these three categories, participating jurisdictions may use HOME funds to develop and support affordable rental and homeownership projects through:

- Acquisition of property (including assistance to first-time homebuyers;
- New construction (by some participating jurisdictions only);
- Reconstruction;
- Conversion;
- Moderate rehabilitation (less than \$25,000 per unit) of non-luxury housing with suitable amenities;
- Substantial rehabilitation (more than \$25,000 per unit);
- Tenant-based rental assistance;
- Relocation of any displaced persons, families, businesses, or organizations;
- Site improvement, acquisition of vacant land and demolition;
- Project soft costs (e.g., architectural and engineering fees, financing fees, audit costs, fair housing information services).

Forms of HOME assistance: The above activities may be supported by HOME through:

- Equity investment;
- Interest-bearing loans or advances;
- Non-interest-bearing loans or advances;
- Interest or principal reduction subsidies;
- Deferred payment loans and grants;
- Other forms of assistance as may be approved by HUD as part of the participant's program description.

cc: Doris Briggs
Jock Robertson
Zulma Solero, Social Services Manager

91090400

CONTRACT NO. 091-503

SCC APPROVED 9/3/91

**INTERLOCAL AGREEMENT
HOME INVESTMENT PARTNERSHIP**

** OFFICIAL RECORDS **
BOOK 2326
PAGE 2481

THIS INTERLOCAL AGREEMENT is made and entered into at Sarasota, Florida, this 3rd day of Sept, 1991, by and between the City of Sarasota, a municipal corporation, hereinafter referred to as "City" and Sarasota County, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the U.S. Congress has found that inadequate progress has been made towards the national housing policy goal to provide decent, safe, sanitary and affordable living environments for all citizens; and

WHEREAS, the National Affordable Housing Act of 1990 authorized federal funding for jurisdictions which would establish programs to increase the number of families served with decent, safe, sanitary and affordable housing and expand the long-term supply of affordable housing in accordance with the HOME Investment Partnerships Act; and

WHEREAS, the HOME Investment Partnerships Act authorizes a consortium of geographically contiguous units of general local government for the purpose of becoming a participating jurisdiction in the HOME Program; and

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969 authorizes municipalities and counties to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity; and

WHEREAS, it is the intent of the City and County to utilize the powers and authority of the Florida Interlocal Cooperation Act of 1969 by the execution of this Agreement.

NOW, THEREFORE, it is agreed between the City and County as follows:

Section 1. Purpose. This Agreement is entered into to allow City and County to work together, in a cooperative effort, to meet the national housing policy of decent, safe, sanitary and affordable housing for the citizens of the City of Sarasota and Sarasota County. Further, this Agreement is entered into as a legally binding cooperation agreement so as to form a consortium within the meaning of the National Affordable Housing Act of 1990 and so as to meet the requirements of the Department of Housing and Urban Development (HUD) for the designation of City and County as a consortium.

Section 2. Status. City and County hereby form a consortium to be known as the Sarasota HOME Consortium. The consortium shall be a unit of local government, for funding purposes under the HOME Program, upon designation by HUD.

Section 3. Term. This Agreement shall be effective for a period of three (3) years from the date of the execution of this Agreement by both City and County, subject to the provisions of Section 9, hereof.

Section 4. Lead Agency. City shall be the member unit of general local government authorized to act as the representative of the Sarasota HOME Consortium in its dealings with HUD. Further, City shall be the lead entity, having overall responsibility to comply with the

requirements of HUD pertaining to the approval of the Sarasota HOME Consortium and funding of the housing affordability strategy to be adopted by City and County.

Section 5. Cost to Administer Program. In recognition of the fact that City and County will jointly administer the HOME Investment Partnership's Program, funds received from HUD for administrative costs shall be shared by City and County according to the ratio of HOME Program funds allocated to City and County, respectively.

Section 6. Comprehensive Housing Affordability Strategy. City and County shall cooperate in the preparation of a comprehensive housing affordability strategy (CHAS) which shall apply to both City and County and which shall meet the requirements of applicable federal regulations.

Section 7. Allocation of Funding. HOME Program allocations by HUD shall be distributed, in the City and the County, based upon the ratio of Community Development Block Grant funds received by City and County in each fiscal year. City and County shall be responsible for administering, respectively, the HOME Program funds distributed to each.

Section 8. Certifications. City and County certify that each will cooperate with the other to undertake or aid to assist in undertaking housing assistance activities for the HOME Investment Partnerships Program and that each will affirmatively further fair housing. Further, City and County will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the requirements governing the Residential Anti-displacement and Relocation Plan pursuant to Section 104(d) of the Housing and Community Development Act of 1974.

Section 9. Termination. The three year duration of this Agreement notwithstanding, City and County shall not terminate this Agreement prior to carrying out all activities that will be funded from the funds awarded for three Federal fiscal years, pursuant to the HOME Investment Partnerships Program.

Section 10. Liability. Subject to applicable law, the acts and omissions of employees of City and County, or their agents, in the performance of this Agreement, shall rest with City and County respectively. To the extent permitted by law, City and County shall indemnify and hold the other harmless from injuries, damages or claims arising out of the negligence of employees or agents of City or County.

Section 11. Authorizing Resolutions. Prior to executing this Agreement, City and County shall each adopt resolutions which shall authorize City and County to form the Sarasota HOME Consortium and which shall authorize the chief executive officer of City and County, respectively, to execute this Agreement.

Section 12. Legal Certification. The Sarasota City Attorney shall deliver a written statement that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities pursuant to HOME Investment Partnership's Program. Prior thereto, the Sarasota County Attorney shall advise the City Attorney, in writing, that County has the authority under State and local law to enter into this Agreement and has the authority to undertake or assist in undertaking housing assistance activities pursuant to the HOME Investment Partnership's Program.

Section 13. Employee Status. Persons employed by City or County who perform services or functions pursuant to this Agreement shall not be deemed to be employees of the other governmental entity. City and County shall remain obligated to provide their respective employees with workers' compensation protection, salary and pension benefits, civil service or other employee rights and privileges.

Section 14. Notices. Formal notices pertaining to this Agreement shall be hand delivered or sent, by U.S. mail, as follows:

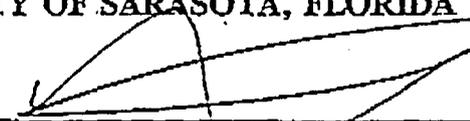
City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

Sarasota County
Attention: County Administrator
101 So. Washington Blvd.
Sarasota, Florida 34237

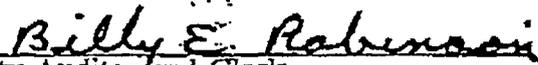
Section 15. Counterparts. This Agreement may be executed in counterparts, each executed counterpart to be deemed an original.

IN WITNESS WHEREOF, the City and County have executed this Agreement the day and year above first written.

CITY OF SARASOTA, FLORIDA

By 
Fredd Atkins, Mayor

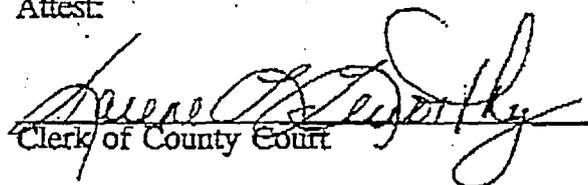
Attest:


Billy E. Robinson
City Auditor and Clerk

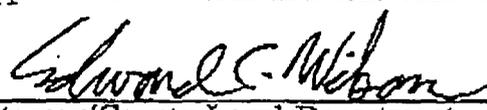
SARASOTA COUNTY, FLORIDA

By 
Chairman, Board of County
Commissioners

Attest:


Deputy Clerk of County Court

Approved as to form and correctness:


Attorney/County Legal Department

Approved as to form and correctness:


City Attorney

Coris

ITEM C.3

(This revision was received from Stan Frank in late afternoon of March 30, 1992. Changes made were to eliminate City of Venice from documents except for in Agreement, Section 7. In Section 2, the words "Pursuant to" have been deleted. Signature page for Venice has been completely deleted.)