Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)(A)

02-06-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-135-07

RESOLUTION APPROVING FORM OF MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE HOUSING AGENCY AND THE HOUSING FINANCE AUTHORITY; APPROVING RETROACTIVELY ITS EXECUTION; AND AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO EXERCISE AMENDMENT, MODIFICATION, RENEWAL, CANCELLATION AND TERMINATION CLAUSES OF SUCH MEMORANDUM OF UNDERSTANDING

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Manager's memorandum ('Memorandum"), a copy of which is incorporated in this Resolution by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board, for the purposes set forth in the County Manager's Memorandum, (i) approves the Memorandum of Understanding between Miami-Dade Housing Agency and the Housing Finance Authority of Miami-Dade County (MOU) attached to this Resolution as Exhibit "A"; (ii) approves retroactively its execution in the form attached on behalf of the County by the director of the Miami Dade Housing Agency, as designee of the County Manager; and (iii) authorizes the County Manager or his designee to exercise amendment, modification, renewal, cancellation and termination clauses in the MOU on behalf of the County.

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: February 6, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(G)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

The foregoing resolution was offered by Commissioner Barbara J. Jordan, who moved its adoption. The motion was seconded by Commissioner Katy Sorenson and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	nay	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of February, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

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MIAMI-DADE HOUSING AGENCY
MEMORANDUM OF UNDERSTANDING
with the HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY

MOU Number:	MDHA Contact Person:

This Memorandum of Understanding (the "MOU") is made effective this 8th day of December, 2006 by and between Miami-Dade Housing Agency ("MDHA"), and the Housing Finance Authority of Miami-Dade County ("HFA").

WITNESSSETH:

WHEREAS, MDHA desires to obtain temporary assistance for the Miami-Dade County's (the "County") Surtax and State Housing Initiatives Partnership ("SHIP") single-family homeownership and rehabilitation programs; and

WHEREAS, the HFA wants to assist MDHA in the management and administration of said programs, given its expertise and established processes and procedures; and

WHEREAS, the County and MDHA insure adequate program funding available for current and future loans originated under the Surtax and SHIP programs consistent with local, state, and federal legislation,

NOW THEREFORE, in consideration of the mutual covenants herein provided, MDHA and the HFA agree as follows:

1. **HFA Representations** –

The HFA agrees to:

- Administer, implement and process the Surtax and SHIP single-family homeownership and rehabilitation programs for MDHA.
- Provide monthly written reports to MDHA, which shall include program(s) status and financials.
- Allow quarterly quality control reviews by MDHA.
- Transfer the additional staff, equipment and program(s) back to MDHA based on: (i) County Manager direction or MDHA request; or (ii) discontinuation of funding for the programs.

2. **Term** –

The HFA shall provide services to MDHA pursuant to this MOU for the period beginning **December 8, 2006** and ending when either the County Manager directs, or MDHA requests both programs return to MDHA for administration.

Memorandum

MIAMI-DADE COUNTY

Date: February 6, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(G)(1)(A)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing a Memorandum of Understanding between Miami-Dade Housing Agency and the Housing Finance Authority

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RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC): (i) approve the form of a Memorandum of Understanding (MOU) between the Miami-Dade Housing Agency (MDHA) and the Housing Finance Authority (HFA) in which the MDHA is authorized to obtain temporary assistance from the HFA for the management and administration of the Surtax and State Housing Initiatives Partnership (SHIP) single-family homeownership and rehabilitation programs; and (ii) approve retroactively its execution by the director of MDHA, as the County Manager's designee.

BACKGROUND

In July 2006, MDHA's Development and Loan Administration Division (DLAD) was put under the direct supervision of the Finance Department. MDHA employees continued to staff the operations of the division; however, the additional supervision and review by Finance Department staff helped to ensure the proper administration of the various single-family homeownership, rehabilitation, and construction-lending loan activities.

Effective December 8, 2006, the Surtax and SHIP single-family homeownership and rehabilitation programs have been temporarily transferred to HFA, as detailed in a separate ordinance (Ordinance) and supplemental report which will also be considered by the Board at the time the accompanying resolution is considered. These programs will remain with HFA until such time that MDHA completes assembling its management team, departmental structure and reorganization, and implementation of the proper procedures and controls to effectively administer these programs.

The Ordinance is necessary to allow both MDHA and the HFA to administer affordable housing program monies, and amendments to transfer the single-family homeownership and rehabilitation programs back to MDHA will not require future Board action. The attached MOU between HFA and MDHA addresses organizational interaction for the management of the single-family homeownership and rehabilitation programs. More specifically, the MOU allows for:

- HFA to administer, implement, and process the Surtax and SHIP single-family homeownership and rehabilitation programs for MDHA;
- HFA to provide monthly written reports to MDHA on the status and financials of the programs and allow for quarterly quality control reviews by MDHA;
- MDHA to compensate HFA for services rendered by supplying resources (i.e. staff and equipment) necessary to operate and administer the programs; and

- Transfer of the program(s), staff and equipment back to MDHA upon request by the County Manager or MDHA and or when program and administrative funding ceases.

The effective date of the MOU is December 8, 2006 and has been executed by the parties. It was essential to proceed with the MOU, prior to Board approval, in order to take advantage, as soon as possible, of the HFA's expertise and established procedures with respect to home ownership and rehabilitation by qualified individuals and families. For that reason, it is now necessary for the Board to retroactively approve the execution of the MOU on behalf of the County by the director of MDHA, as the designee of the County Manager.

MDHA shall compensate HFA for services rendered pursuant to this MOU, by supplying the staff and equipment necessary to operate the Surtax and SHIP single-family homeownership and rehabilitation programs. At this time, the associated costs are not known; however, it is not anticipated for the County to pay more for the administration of the single-family homeownership and rehabilitation programs as a result of this transfer.

Attachment

Cynthia W. Curry
Senior Advisor to the County Manager

3. Payment –

MDHA shall compensate the HFA for services rendered pursuant to this MOU, by supplying the additional staff and equipment necessary to operate the Surtax and SHIP single-family homeownership and rehabilitation programs. MDHA will pay all costs associated with the administration of these programs.

4. Documents –

All forms, reports and documents generated by the HFA shall become the property of the MDHA upon the return of the programs. The HFA shall retain a master copy of all documents for a period of not less than three (3) years.

5. Termination –

This MOU may be terminated by either party, in whole or in part, with or without cause, by thirty (30) days written notice to the other party. Said notice shall be sent by certified mail, return receipt requested and shall be effective upon the date so indicated. In the event of termination, MDHA shall only pay for services rendered through the date of termination, for which payment(s) are outstanding and owed to the HFA.

6. Liability; Indemnity; and Remedies –

To the extent authorized by law, in the course of performing the services under this MOU, the HFA shall assume full liability for any and all claims and demands for injury and property damage caused by the gross negligence of its employees, or agents, arising from the performance of said services undertaken by the HFA, its employees or agents. To the extent any such claim(s) is made or determined payable against the MDHA, the HFA shall indemnify and hold the MDHA harmless therefore, to the extent authorized by law.

No remedy herein provided shall be deemed exclusive of any other remedy allowed at law or in equity.

7. Third Party Rights –

This MOU shall not be construed as creating any right of any third party to enforce any provision hereof or to assert any claim against either MDHA or the HFA.

8. Headings –

The headings in this MOU are inserted for convenience only and shall not be used to define, limit or describe the scope of this MOU or any of the obligations herein.

9. Modifications –

This Agreement may be modified and revised by written amendment duly executed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to

change, modify, extend or otherwise affect the terms of this Agreement. **Any oral representation or modifications concerning this Agreement shall be of no force or effect.**

10. Assignment –

This MOU shall not be assigned in whole or in part, without the MDHA's express consent.

11. Severability –

If any provision of this MOU or the application thereof to either party to this MOU is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this MOU, which will remain in full force and effect without the invalid provision, and to this end, the invalid provisions of this Agreement are severable.

12. Equal Opportunity for Businesses and Unemployed and Underemployed Persons –

a. The work to be performed under this MOU is subject to the requirements of Section 3 of the United States Department of Housing and Urban Development ("HUD") Act of 1968, as amended, 12 U.S.C. § 1701a (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this MOU agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this MOU, the parties to this MOU certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

13. Authority –

MDHA represents that the undersigned has been duly authorized to enter into and execute this MOU on behalf of the MDHA.

14. Intent of Agreement –

The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized by Paragraph 9 to this Agreement, or by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties as of the date first above written at Miami, Florida have executed this MOU.

ATTEST:

MIAMI-DADE HOUSING AGENCY

Kris Warren
Director

ATTEST:

HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY

Patricia J. Braynon
Executive Director

Approved as to form
and Legal Sufficiency

Assistant County Attorney

Date