

Memorandum



Date: December 6, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(L)(3)

From: Carlos A. Gimenez
Mayor

Resolution R-1058-11

Subject: Execution of Cooperation Agreements between Units of General Local Government and Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners (BCC) authorize the County Mayor or the County Mayor's designee, as part of Miami-Dade County's (County) three-year (FY 2012 -2014) Urban County Qualification process with the US Department of Housing and Urban Development (US HUD), to enter into Cooperation Agreements (attached) with Units of General Local Governments (UGLGs) which are eligible to participate in the County's process.

Scope

There are 28 UGLGs which are eligible to participate with the County and letters of invitation have been submitted to each jurisdiction requesting that their governing bodies execute cooperation agreements indicating their intent.

Fiscal Impact/Funding Source

There is no fiscal impact from this item.

Track Record/Monitor

Staff of the Department of Public Housing and Community Development (DPHCD) will, as part of the County's annual Action Plan, monitor the award of federal program funds to UGLGs which have received funding through the County's annual Request For Application (RFA) process for the award of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds.

Background

US HUD requires counties to qualify or re-qualify for entitlement status as Urban Counties, in order to participate in the CDBG, HOME, and Emergency Solution Grant (ESG) programs. Re-qualification for *entitlement status* means that the County will continue to be entitled to receive an annual allocation of CDBG funds from US HUD. The amount of the County's annual CDBG entitlement is based on the low- to moderate-income population of all UGLGs which participate as a part of the County's boundaries configuration.

The County's current Urban County Qualification status expires December 2011 and the County has submitted an application to be re-qualified as an Urban County for the period 2012 – 2014. As part of the qualifying process, the County is required to: a) notify each included unit of general local government, where the County is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality, of its right to elect to be excluded from the urban county and the date by which it must make such election and b) enter into cooperation agreements with any such units of general local government that are to become a part of the urban

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and Members, Board of County Commissioners
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county. The requalification process also allows for existing qualified Urban Counties, such as Miami-Dade County, to include previously non-participating UGLGs.

On June 21, 2011, letters of invitation were sent to each of the 28 UGLGs which are eligible to participate in the County's process. The governing body of the UGLG is required to formally indicate its intent to participate or not to participate with the County. If the governing body elects to participate then it must execute a Cooperation Agreement with the County indicating its intent. UGLGs were informed that should their governing body elect to remain with the County, the UGLG is *ineligible* to apply for grants under the State CDBG program while it is part of the urban county. DPHCD, which is the lead County agency that administers the CDBG, HOME and ESG programs, continues to work with each of the UGLGs to obtain their executed Cooperation Agreements.

Attachment



Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: December 6, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(L) (3)

Please note any items checked.

- _____ "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
- _____ Ordinance creating a new board requires detailed County Manager's report for public hearing
- _____ No committee review
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- _____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(3)
12-6-11

RESOLUTION NO. R-1058-11

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE, TO ENTER INTO COOPERATION AGREEMENTS WITH UNITS OF GENERAL LOCAL GOVERNMENT WHICH ARE ELIGIBLE TO PARTICIPATE IN MIAMI-DADE COUNTY'S URBAN COUNTY QUALIFICATION PROCESS WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE ALL CONTRACTS, AGREEMENTS AND AMENDMENTS NECESSARY TO CARRY OUT THE ABOVE PROGRAM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor or County Mayor's designee to enter into cooperation agreements with units of general local government which submit a cooperation agreement, executed by the governing body of the unit of general local government, expressing their intent to participate with the County in its urban county qualification submission; authorizes the County Mayor or County Mayor's designee to execute contracts, agreements and amendments, as are required, following approval by the County Attorney's Office and subject to proper execution by the parties; and to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**

who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa**

and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye
	Audrey M. Edmonson, Vice Chairwoman	aye
Bruno A. Barreiro	aye	Lynda Bell aye
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz aye
Sally A. Heyman	aye	Barbara J. Jordan aye
Jean Monestime	aye	Dennis C. Moss aye
Rebeca Sosa	aye	Sen. Javier D. Souto aye
Xavier L. Suarez	absent	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2011. 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



By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Brenda Kuhns Neuman

Resolution Number # _____
Awarded Amount \$ _____

**URBAN QUALIFICATION COOPERATION AGREEMENT FOR THE MIAMI-DADE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS
PROGRAM FUNDS FOR FISCAL YEARS 2012 , 2013 AND 2014**

**BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF AVENTURA**

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida through its Department of Housing and Community Development hereinafter referred to as "DHCD" and having its principal offices at 701 N.W. 1 Court, 14th Floor, Miami, Florida 33136, hereinafter referred to as "County", and City of Aventura, hereinafter referred to as "City" and having offices at 19200 West Country Club Drive, Aventura, Florida 33180 and telephone number of 305-466-8901, collectively referred to as the "Parties", states, conditions and covenants for the participation of City in the Community Development Block Grant, Home Investment Partnerships and Emergency Shelter Grant programs, which are administered by the Department of Housing and Urban Development ("HUD"), as part of the County's jurisdiction.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant ("CDBG") Program is authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting and development of viable urban communities. Program regulations are at 24 CFR Part 570; and

WHEREAS, the Home Investment Partnerships program ("HOME") is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. Program regulations are at 24 CFR Part 92; and

WHEREAS, the Emergency Shelter Grant ("ESG") program is authorized by the McKinney-Vento Homeless Assistance Act, as amended. Program regulations are at 24 CFR Part 576.

WHEREAS, the CDBG, HOME and ESG programs shall collectively be referred to as the "Federal Funds"; and

WHEREAS, the City desires to participate in the CDBG, HOME and ESG programs as a participating municipality in the County's jurisdiction; and

WHEREAS, the County is desirous of the City participating in the CDBG, HOME and ESG programs as part of the County's Entitlement jurisdiction; and

WHEREAS, it is mutually beneficial to each of the Parties hereto for the County to administer and execute the provisions of this Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinances and state and federal law; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has indicated that the County and City may cooperate as an Urban County Joint Entitlement Recipient in administration of CDBG, HOME and ESG; and

WHEREAS, County and City are required to execute a cooperation agreement, or renew an existing cooperation agreement, for the City's participation in the County's jurisdiction for Federal Funds for each three-year qualification period ("Qualification Period"); and

WHEREAS, the governing bodies of the County and the City have authorized the execution of this Agreement by the Chief Executive Officer of the County and City, respectively, or where not approved prior to being signed by the Chief Executive Officer of the County and City, respectively, this Agreement shall be contingent upon ratification by the governing bodies of the County and the City, respectively, and evidence of such ratification shall be attached herewith; and

WHEREAS, this Agreement shall be accompanied by a legal opinion from the County's counsel that the terms and provisions of this Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County; and

WHEREAS, the County intends to further include within the Urban County the City of Aventura,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City, by executing this Agreement, agrees that:
 - a. City may receive an allocation under the CDBG and HOME Programs through the County's, Request for Application Process. The County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. (Note: this does not preclude the County or the City from applying for State HOME funds.); and
 - b. City may not apply for grants from appropriations under the State CDBG Program for the fiscal years City participates in the County's CDBG program; and
 - c. City may receive an allocation under the ESG program only through the County. However, City may apply to the State for ESG funds, if the State allows.
2. This Agreement shall cover the County Qualification Period for Fiscal Years 2012, 2013, and 2014 for which the County is to qualify to receive Federal Funds. This Agreement shall remain in effect until the Federal Funds and program income received (with respect to the three-year qualification period and any successive qualification periods pursuant to automatic renewal of this Agreement) are expended and the funded activities completed, and the County and the City cannot terminate or withdraw from this Agreement while the Agreement remains in effect.
3. This Agreement may be automatically renewed for successive three-year Qualification periods at the discretion of the County unless the County or the City provides written notice that it elects not to extend City's participation for the new Qualification Period. The City and County agree that a copy of such notice shall be timely sent to the HUD Field Office.
4. By the date specified in the HUD's Urban County Qualification Notice for each Qualification Period, the County will notify the City in writing of its right not to participate. A copy of the County's notification to City shall be sent to the HUD Field Office by the date specified in the Urban County Qualification schedule located in any applicable Urban County Qualification Notice for a Qualification Period.
5. The Parties agree that they will timely execute any amendments to the Agreement necessary to comply with the requirements for cooperation agreements set forth in the Urban County Qualification Notice, attached as referenced (Exhibit A), for any Qualification Period governed by this Agreement. The Parties further agree that any amendment so executed will be timely submitted to HUD as required by the Urban County Qualification CPD Notice 11-02 (04/28/11 - 04/28/2012). (See Attachment A, Section IV.E; Documents To Be Submitted To HUD). Failure to comply with the requirements of this section will void the automatic renewal for the applicable qualification period.

6. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
7. The County and City shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Urban Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
8. Under no circumstances shall the Federal Funds be used for activities in, or in support of, any participating municipality, including City, that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
9. The City acknowledges that the County has final responsibility and authority for selecting activities to fund with the Federal Funds and submitting the Consolidated Plan to HUD. The City agrees that during the term of this Agreement, the City will fully support the implementation of the County's Consolidated Plan and any amendments.
10. The City affirms that it has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local Laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the City.
11. Pursuant to 24 CFR 570.503, the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
12. The County shall take the final responsibility and assume all the obligation of application for assistance under the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, including the analysis of needs, the setting of objectives, the development of a HUD and Consolidated Plan, the HUD Consolidated Plan and Action Plans, and any other documents, assurances, or certificates as required by HUD, subject to change in legislation or regulations.
13. Funds for housing and community development activities shall be expended in a manner to reflect the needs of low to moderate-income groups pursuant to the Housing and Community Development Act 1974, as amended.
14. All records of the County or City related to this Agreement and any projects undertaken pursuant thereto shall, upon reasonable notice, be available for inspection by HUD, County and/or City auditors during the normal business hours.
15. This agreement shall be binding upon the Parties hereto and their successors and assigns.
16. The City and the County acknowledge that it may be necessary to dispose of real property that was originally acquired or improved in whole or in part using Federal Funds. The City agrees that it shall notify the County within thirty (30) days regarding any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement, including disposition. The City acknowledges that federal regulations may require a public hearing or other process prior to modifying, changing the use or disposing of such real property.

17. **Indemnification.** The County shall not assume any liability for the acts, omissions to act or negligence of the City, its agents, servants or employees; nor shall the City exclude liability for its own acts, omissions to act, or negligence arising out of the City's performance pursuant to this Agreement. The City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the City or its employees, agents, servants, partners principals or subcontractors. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the City shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or City nor shall anything herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IN WITNESS THEREOF, the parties hereto have caused this thirty-eight (38) page contract to be executed by their undersigned officials as duly authorized, this _____ day of _____ 2011.

AWARDEE:
City of Aventura

MIAMI-DADE COUNTY

BY: _____

BY: _____

NAME: _____

NAME: Alina Tejada Hudak

TITLE: Mayor

TITLE: County Manager

DATE: _____

APPROVED AS TO FORM:

BY: _____

ATTEST

NAME: _____

BY: _____

TITLE: County Attorney

TITLE: Clerk, Board of County Commissioners

DATE: _____

Passed, Adopted and approved this _____ day of _____ 2011

ATTEST

BY: _____
(Signature)

CITY OF AVENTURA:

Mayor/City Manager

Type or Print Name
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES