

# MEMORANDUM

Agenda Item No. 8(L)(1)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** June 1, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving Amendment No. 2 to the Grant Agreement between Miami-Dade County and Dade Heritage Trust, Inc. for management of Historic Preservation Fund for Affordable Housing in an amount up to \$1,000,000.00; authorizing the County Mayor to execute the amendment, exercise all rights contained in the Grant Agreement, including, but not limited to termination, technical amendment and modification provisions, and execute future amendments if additional funding is authorized by the Board; and approving an amendment to historic preservation fund for affordable housing guidelines

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The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.




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Geri Bonzon-Keenan  
County Attorney

GBK/ks

**Date:** June 1, 2022

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Second Amendment to Grant Agreement with Dade Heritage Trust, Inc. for the Historic Preservation Fund for Affordable Housing and Amendment to the Historic Preservation Fund for Affordable Housing Guidelines

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## Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution, which does the following:

- (1) Approves Amendment No. 2 to the Grant Agreement (Amendment), attached as Exhibit 1 to the resolution, with Dade Heritage Trust, Inc. (DHT) to manage the Historic Preservation Fund for Affordable Housing (Fund);
  - The amendment provides that each additional allocation may be disbursed as its own respective one-time advancement
- (2) Authorizes the County Mayor or the County Mayor’s designee to execute the amendment, and to exercise all rights contained in the Grant Agreement, including, but not limited to, termination, technical amendment and modification provisions that are consistent with the resolution;
- (3) Approves an amendment to the Historic Preservation Fund for Affordable Housing Guidelines (Guidelines), attached as Attachment A to the Grant Agreement, which sets the organization oversight, eligible uses, affordable housing requirements, and payment procedures of the fund; and
- (4) Authorizes the County Mayor or the County Mayor’s designee to execute corresponding future amendments to the Grant Agreement when additional funding has been allocated by the Board to DHT to manage the fund, subject to the approval of the County Attorney’s Office.

## Scope

The potential impact of this item is Countywide.

## Delegation of Authority

Upon the approval of this resolution, the County Mayor or County Mayor’s designee will be authorized to: (1) execute the Amendment, and to exercise all rights contained in the Grant Agreement, including, but not limited to, termination, technical amendment and modification provisions that are consistent with the resolution; and (2) execute corresponding future amendments to the Grant Agreement when additional funding has been allocated by the Board to DHT to manage the fund, subject to the approval of the County Attorney’s Office.

**Fiscal Impact/Funding Source**

The Board allocated \$1,000,000.00 from the Countywide General Fund for the Fund in the FY 2021-22 adopted budget. In the event that no property is acquired by DHT within 18 months of the disbursement of County funds, DHT is required to return the funds to the County.

**Track Record/Monitor**

The Board of DHT, along with Christine Rupp, Executive Director of DHT, will be responsible for managing the fund. The Public Housing and Community Development’s Community and Housing Management Division (PHCD), headed by Clarence Brown, Division Director, will manage the grant agreement and will ensure properties acquired with the Fund meet the objectives and requirements of the Fund, including ensuring any properties acquired with the Fund are appropriate for affordable housing, Further, PHCD will monitor compliance with the Rental Regulatory Agreement previously approved by the Board to ensure that housing standards and the tenant eligibility requirements are met.

DHT will provide the County with an annual financial audit of the Fund by an independent certified public accountant as well as comply with other financial and compliance reporting requirements stipulated for each property, as outlined in the Rental Regulatory Agreement.

Additionally, DHT will provide, separate from the annual financial audit, an annual report summarizing the status of acquisition, renovation, marketing, and leasing of properties acquired, or to be acquired with the Fund.

**Background**

On May 5, 2020, the Board adopted Resolution No. R-397-20, which approved of and authorized the County Mayor or the County Mayor’s designee to execute a grant agreement between the County and DHT to establish the Fund for the development of affordable housing. As part of the FY 2019-20 adopted budget, the Board allocated \$1,000,000.00 to the Fund. Staff from PHCD, RER and DHT developed the grant agreement, along with the program Guidelines for the management of the Historic Preservation Fund intended to preserve properties that meet criteria for historic designation and also provide an environment of affordable housing. As part of the FY2021-22 adopted budget, the Board allocated an additional \$1,000,000.00 to the fund.

The County disbursed the initial allocation in 2020 to DHT. Thereafter, DHT acquired and rehabilitated a property with the funds as stipulated in the grant agreement and Guidelines. With the additional allocation, the County will disburse up to \$1,000,000.00 as an upfront payment to DHT upon written request by DHT. The DHT will have decision-making authority over all future uses of the Fund, property acquisition(s), and rehabilitation and residential/management requirements. DHT will also enter into agreements or contracts to purchase or acquire apartment buildings, request historic designation of properties, manage the rehabilitation efforts, work with a property management company to ensure proper on-going operations and maintenance of such properties, and work with local affordable housing and neighborhood non-profits to determine the resident application and selection process. Prior to the acquisition of a property, the County will review the property for adherence to criteria set forth in the Guidelines pertaining to financial viability.


Any property acquired with the Fund, as defined in the Guidelines, will require the execution of a rental regulatory agreement that, when recorded in the public records, will ensure the subject property maintains its affordability for a 30-year period. The unit(s) in acquired and refurbished properties stemming from the Fund will be limited to individuals or households earning no more than 140 percent of the area median income, but priority will be given to those earning less than 80 percent, when feasible, as DHT will be responsible for also ensuring that all potential tenants can meet their rental obligations.

The purpose of the proposed revisions to the Guidelines are to provide technical changes and to clarify the roles of PHCD and RER. The staff recommends the following amendments to the Guidelines:

- DHT shall provide annual reporting to PHCD;
- PHCD shall include any updates on unit developments that result from the Fund on their standard quarterly reports that are transmitted to the Board;
- RER shall remain responsible for ensuring any properties acquired with Fund monies meet the historic preservation and restoration outcomes of the Fund.

Pursuant to the Guidelines, no monies from the Fund, or associated rental income from a previously purchased and refurbished property acquired with the Fund, shall be used to cover DHT staff time. Furthermore, any rent received from the lease associated with a property purchased with monies from the Fund shall be reinvested to maintain and upgrade the purchased property, and excess funds can be used to acquire other qualifying properties that will also be subject to the Guidelines and the execution and recordation of a rental regulatory agreement. Any purchased properties shall not be used as collateral for any loan applications sought by DHT in connection with any other projects funded from the Fund.

Any amount or portion of the Fund that is used and such use is found to be not in compliance with the Guidelines, as a result of the annual financial audit of the Fund or certified annual operating statement for each property acquired with the Fund must be refunded to the County by DHT.



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Jimmy Morales  
Chief Operations Officer



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** June 1, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(L)(1)

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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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)(1)  
6-1-22

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AMENDMENT NO. 2 TO THE GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND DADE HERITAGE TRUST, INC. FOR MANAGEMENT OF HISTORIC PRESERVATION FUND FOR AFFORDABLE HOUSING IN AN AMOUNT UP TO \$1,000,000.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AMENDMENT, EXERCISE ALL RIGHTS CONTAINED IN THE GRANT AGREEMENT, INCLUDING, BUT NOT LIMITED TO TERMINATION, TECHNICAL AMENDMENT AND MODIFICATION PROVISIONS, AND EXECUTE FUTURE AMENDMENTS IF ADDITIONAL FUNDING IS AUTHORIZED BY THE BOARD; AND APPROVING AN AMENDMENT TO HISTORIC PRESERVATION FUND FOR AFFORDABLE HOUSING GUIDELINES

**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:

**Section 1.** The foregoing recital and the memorandum are approved and incorporated as if fully set forth herein.

**Section 2.** This Board hereby approves Amendment No. 2 to the Grant Agreement ("Amendment") between Miami-Dade County and Dade Heritage Trust, Inc. (DHT), in an amount up to \$1,000,000.00, in substantially the form attached hereto and made a part hereof as Exhibit 1. This Board hereby further authorizes the County Mayor or County Mayor's designee to execute the amendment. and exercise all rights contained in the grant agreement, including, but not limited to termination, technical amendment and modification provisions that are consistent with this resolution.

**Section 3.** This Board hereby approves the amendment to the Historic Preservation Fund for Affordable Housing Guidelines (“Guidelines”), attached as Attachment A to Exhibit 1, that sets forth the organization oversight, eligible uses, affordable housing requirements, and payment processes.

**Section 4.** This Board authorizes the County Mayor or County Mayor’s designee to execute corresponding future amendments to the grant agreement if additional funding is allocated by this Board to DHT for management of the Historic Preservation Revolving Fund for Affordable Housing, subject to the County Attorney Office’s approval.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

|                                       |                        |
|---------------------------------------|------------------------|
| Jose “Pepe” Diaz, Chairman            |                        |
| Oliver G. Gilbert, III, Vice-Chairman |                        |
| Sen. René García                      | Keon Hardemon          |
| Sally A. Heyman                       | Danielle Cohen Higgins |
| Eileen Higgins                        | Joe A. Martinez        |
| Kionne L. McGhee                      | Jean Monestime         |
| Raquel A. Regalado                    | Rebeca Sosa            |
| Sen. Javier D. Souto                  |                        |

The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of June, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Terrence A. Smith  
James Eddie Kirtley



**AMENDMENT NO. 2 TO GRANT AGREEMENT  
HISTORIC PRESERVATION FUND FOR AFFORDABLE HOUSING**

This Amendment No. 2 to the Grant Agreement (hereinafter referred to as “Amendment”), made on the \_\_\_\_ day of \_\_\_\_\_, 2022, is entered into by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter the “County”), and **DADE HERITAGE TRUST, INC.**, a Florida not-for-profit corporation (hereinafter “DHT”) (collectively, hereinafter the “Parties”).

**WHEREAS**, the mission of DHT is to preserve the architectural, cultural and environmental heritage of Miami-Dade County through education and advocacy; and

**WHEREAS**, the County is experiencing an affordable housing crisis and local governments and public and private large-scale developers are unable to meet the increasing demand for affordable housing; and

**WHEREAS**, the Miami-Dade Board of County Commissioners (the “Board”), as part of the FY 2019-20 adopted budget, allocated \$1,000,000.00 to DHT to assist with bridging the gap between the supply and demand in affordable housing and meet the organization’s historic preservation mission; and

**WHEREAS**, The Board of County Commissioners adopted Resolution No. R-397-20 that authorized a Grant Agreement between Miami-Dade County and DHT that sets the guidelines for the Historic Preservation Fund for Affordable Housing; and

**WHEREAS**, the Board, as part of the FY 2021-22 adopted budget, allocated an additional \$1,000,000.00 to DHT to assist with bridging the gap between the supply and demand in affordable housing and meet the organization’s historic preservation mission; and

**WHEREAS**, the County Mayor’s designee and DHT executed Amendment No. 1 to the Grant Agreement, as authorized under Resolution No. R-397-20 to effectuate the additional \$1,000,000.00 allocation in the FY 2021-22 adopted budget; and

**WHEREAS**, the County and DHT recommend additional amendments to the Grant Agreement that are in the interest of both parties for DHT to effectively support naturally occurring affordable housing in Miami-Dade County by preserving properties that meet criteria for historic designation, or are already designated as historic, and also provide an environment of affordable housing,

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants recorded herein, the parties agree as follows:

1. The foregoing recitals are incorporated herein by reference.
2. Paragraph 2 of the Agreement is hereby amended to read as follows:

The County shall transfer DHT up to \$1,000,000.00 (the “Funds”) awarded to DHT into the Historic Preservation Fund for Affordable Housing (hereinafter referred to

as “the Fund”) as a one-time advance payment within two working days upon request by DHT. Such payment shall be made by one or more checks payable to DHT at DHT’s address specified below unless the parties agree to have the Funds wired to one or more bank accounts established by DHT for such purpose. Should the County allocate additional funding to DHT through subsequent actions of the Board, each additional allocation will be subject to a one-time advancement.

In the event the County determines that DHT is not in compliance with any requirements required under the Guidelines, the County can withhold the execution of any subsequent amendment for the allocation of additional monies and or the one-time advancement with each allocation. Additionally, the County, in its sole discretion, may find such noncompliance by DHT to constitute a breach of this Agreement as set forth in paragraph 15 of this Agreement, and the County shall have the right to exercise its remedies as set forth therein.

3. Paragraph 3 of the Agreement is hereby amended to read as follows:

The County reserves the right to review any property prior to acquisition by DHT for appropriateness, in accordance with the Guidelines. Upon acquisition approval by the County, the County and DHT shall enter into a Rental Regulatory Agreement, a copy of which is attached hereto as Exhibit B, which sets forth the terms delineated in the Guidelines. The Rental Regulatory Agreement shall be recorded on the property, and should the acquisition of the property require non-County financing, the Rental Regulatory Agreement shall be recorded in first order prior to obtaining any non-County financing to ensure the property retains its affordability status. Any purchased properties shall not be used as collateral for any loan applications sought by DHT in connection with the acquisition of another property acquired with the Fund. The Rental Regulatory Agreement will be monitored and enforced by Public Housing and Community Development, or its successor department or agency.

4. Paragraph 4 of the Agreement is hereby amended to read as follows:

Should no property be acquired with monies from the Fund within 18 months of the effective date of this Grant Agreement, the Funds shall be returned to the County. Should no property be acquired with monies from the Fund within 18 months of a subsequent amendment for additional funding allocated by the Board, the Funds shall be returned to the County.

5. Paragraph 5 of the Agreement is hereby amended to read as follows:

DHT will provide the Directors of the Department of Public Housing and Community Development, or successor agencies, an annual financial audit of the Fund by an independent certified public accountant for each fiscal year ending June 30 and comply with other financial and compliance reporting requirements stipulated for each property. Any amount or portion of the Fund monies found not in compliance with the Guidelines, as a result of an annual financial audit or certified annual operating statement for each property acquired with Fund monies,

as stipulated in their respective Rental Regulatory Agreement, shall be refunded to the County.

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In the event the County determines that DHT is not in compliance with the submission of the annual financial audit of the Fund or certified annual operating statement for each property acquired with Fund monies, the County, in its sole discretion, may withhold the execution of any subsequent amendment for the allocation of additional monies and or the one-time advancement with each allocation. Additionally, the County, in its sole discretion, may find such noncompliance by DHT to constitute a breach of this Agreement as set forth in paragraph 15 of this Agreement, and the County shall have the right to exercise its remedies as set forth therein.

6. Paragraph 7 of the Agreement is hereby amended to read as follows:

**Term.** This Agreement shall commence on the effective date of full execution and recordation with the Clerk of the Board and terminate at the close of business on September 30, 2026, regardless of when this Agreement is executed.

7. Paragraph 9 of the Agreement is hereby amended to read as follows:

DHT shall assist the County in complying with the Florida public records law, as follows:

- i. Keep and maintain public records required by the County to perform the service.
- ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if DHT does not transfer the records to the County.
- iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of DHT or keep and maintain public records required by the County to perform the service. If DHT transfers all public records to the County upon completion of the Agreement, DHT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DHT keeps and maintains public records upon completion of the Agreement, the DHT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

A request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested

records, the County shall immediately notify DHT of the request, and DHT must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

- i. If DHT does not comply with the County’s request for records, the County shall enforce these requirements in accordance with the Agreement.
- ii. If DHT fails to provide the public records to the County within a reasonable time, DHT may be subject to penalties under Florida Statutes, Section 119.10.
- iii. DHT shall be liable in any civil action brought due to DHT’s violation of Florida’s public records laws and shall indemnify the County in accordance with Section II(d) herein.

**IF THE GRANTEE HAS QUESTIONS REGARDING THE  
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE  
GRANTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO  
THIS AGREEMENT, CONTACT THE RER CUSTODIAN OF PUBLIC  
RECORDS AT:**

**Miami-Dade County  
Department of Public Housing and Community Development  
Attention: Lizette Capote  
701 NW 1 Court, 16<sup>th</sup> Floor  
Miami, FL 33136  
786-469-4126  
Email: [PHCDPublicRecords@miamidade.gov](mailto:PHCDPublicRecords@miamidade.gov)**

8. Paragraph 12 of the Agreement is hereby amended to read as follows:

**Notice.** The DHT agrees to notify the County of any changes that may affect the County supported program(s) under this Agreement within ten (10) days from the date of such a change’s occurrence. It is also understood and agreed between the parties that any written notice addressed to the County, which is delivered by U.S. Mail or emailed to the County, and any written notice addressed to DHT, which is delivered by U.S. Mail or by email, shall constitute sufficient notice to either party. All notices required or permitted under this Agreement which are delivered by U.S. Mail shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or by email. All notices to the County shall be delivered to the following address:

**(1) To the County**

Miami-Dade County  
Attn: Michael Liu, Director, Public Housing and Community  
Development  
701 NW 1<sup>st</sup> Court, 16<sup>th</sup> Floor  
Miami, FL 33136  
Phone: (786) 469- 4106  
Email: [mliu88@miamidade.gov](mailto:mliu88@miamidade.gov)

(2) To DHT

Dade Heritage Trust  
Attn: Christine Rupp  
190 SE 12 Terrace  
Miami, FL 33131  
Phone: (305) 358-9572  
Email: chris@dadeheritagetrust.org

Either party may at any time designate a different mail or email address and/or contact person by giving written notice as provided above to the other party.

9. This Amendment and the Agreement shall be construed in accordance with, and is governed by the laws of the State of Florida. Any claim, dispute, proceeding, or cause of action arising out of or in any way relating to this Amendment or the Agreement, or the parties' relationship, shall be decided by the laws of the State of Florida. The parties agree that venue for any of the foregoing shall lie exclusively in the courts located in Miami-Dade County, Florida.

10. If any provisions of this Amendment or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Amendment, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

11. This Amendment and any exhibits attached to this Amendment and the Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the parties, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those set forth in the Agreement, as modified by this Amendment.

12. Except as expressly modified in this Amendment, all of the terms, covenants and conditions of the Agreement and previous Amendment(s), shall remain in full force and effect and are ratified as confirmed; provided that in the event of a conflict between the terms, covenants and conditions of the Agreement and this Amendment and its exhibits or attachments, the terms of this Amendment shall govern.

13. This Amendment shall constitute a part of the Agreement and references to the Agreement hereafter shall automatically include a reference to this Amendment.

14. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.

15. All provisions in the Agreement and any attachments thereto in conflict with this Amendment shall be and hereby are changed to conform with this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the County and DHT have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

HARVEY RUVIN, CLERK

By: \_\_\_\_\_

Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Assistant County Attorney

[Execution Page Follows]

**DADE HERITAGE TRUST, INC.,** a  
Florida not for profit corporation

By: Christine Rupp  
Name: Christine Rupp  
Title: Executive Director

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization this 23<sup>rd</sup> day of March, 2022 by Christine Rupp as Exec Director, on behalf of **DADE HERITAGE TRUST, INC.**, a Florida not for profit corporation, and s/he ( ✓ ) has produced FL DL as identification or ( ) is personally known to me.

[Signature]  
Notary Public  
State of Florida at Large

My Commission Expires: 08/02/25





## Attachment A

### HISTORIC PRESERVATION FUND FOR AFFORDABLE HOUSING GUIDELINES

#### **A. Mission of Dade Heritage Trust Inc.**

The mission of Dade Heritage Trust Inc. (DHT) is to preserve the architectural, cultural, and environmental heritage of Miami-Dade County through education and advocacy.

#### **B. Mission of the Historic Preservation Fund for Affordable Housing**

Miami-Dade County (the County) is experiencing an affordable housing crisis. Currently, both local governments and public and private large-scale developers are unable to meet the increasing demand for affordable housing. To assist with bridging the gap between the supply and demand in affordable housing, pursuant to Ordinance No. 19-85 enacted by the Miami-Dade Board of County Commissioners as part of the FY 2019-20 Adopted Budget, the County allocated \$1,000,000 to DHT to establish the Historic Preservation Fund for Affordable Housing (the Fund). Understanding that partnership between the non-profit community and local government can make an impact by creatively responding to the crisis, DHT is committed to partnering with the County to assist in providing affordable housing within the organization's historic preservation mission.

DHT will support naturally occurring affordable housing in the County by preserving buildings or single-family homes (properties) that meet criteria for historic designation, or are already designated as historic, and also provide an environment of affordable housing. Re-using, rehabilitating, and preserving the existing historically significant inventory maintains and enhances neighborhood aesthetics, maintains the density of the property, services more residents in need, and is environmentally and financially efficient because rehabilitation tends to be less expensive than new construction. The County or DHT shall not cause the displacement of residents as a result of the acquisition and restoration of a property.

This document, Historic Preservation Fund for Affordable Housing Guidelines (Guidelines), delineates the criteria that the County and DHT will abide by to meet the mission of the Fund that is to be funded through the Grant Agreement between the County and DHT.

The Department of Regulatory and Economic Resources, or its successor agency, is responsible for ensuring any properties acquired with Fund monies meet the historic preservation and restoration outcomes of the Revolving Fund, whereas Public Housing and Community Development, or its successor agency, will ensure any properties acquired with Fund monies are appropriate for affordable housing and will also enforce the Rental Regulatory Agreement recorded on each acquired property.

#### **C. Eligible Uses of the Fund**

For purposes of these Guidelines, Fund monies are inclusive of the initial Grant Agreement funds deposited into the Fund plus, but not limited to, any future income, interest, or proceeds generated back into the Fund.

Pursuant to these Guidelines, DHT will purchase buildings, request historic designation of the property when not already designated, manage the rehabilitation efforts, and work with a property management company to ensure proper on-going operations and maintenance of the building. No monies from the Fund shall be used to cover DHT staff time.

Furthermore, any rent received from the lease associated with a property purchased with monies from the Fund, shall be reinvested to maintain and upgrade the purchased property and excess funds shall be placed in the Fund to acquire other qualifying properties. Any purchased properties will be precluded

for use as collateral for any loan applications sought by DHT in connection with any other projects funded by the Fund.

However, a property acquired by DHT with monies from the Fund can be sold to a new owner as long as: 1) the requirements in Section D of these Guidelines remain with the property under the new owner and any successor ownership, and 2) the net proceeds obtained from the sale are deposited into the Fund and solely used to purchase another property whereby the numbers of units of the new property are greater than the units of the sold property and used to advance historic preservation and affordable housing under the requirements of these Guidelines

#### **D. Affordable Housing Requirements on Properties Acquired with Fund Monies**

Upon the purchase of a building, the Rental Regulatory Agreement between the County and DHT, in substantially the form attached as Exhibit B to the Grant Agreement between the County and DHT, must be executed to serve as a recorded restrictive covenant on the property and building. Should the acquisition of the property require any non-County financing, the Rental Regulatory Agreement shall be recorded prior to obtaining such non-County financing to ensure the property retains its affordability status. The Rental Regulatory Agreement shall include, but not be limited to, the following requirements:

1. Properties acquired with funding, or rental income resulting, from the Fund shall maintain their historic and affordability status running with the property, regardless of owner, the last day of the 30th year after the year in which the project is completed.
2. The application process for the designated number of affordable housing unit(s) in a property(s) acquired with Fund monies will be limited to individuals or households whose income does not exceed 140 percent of the area median income (AMI) for Miami-Dade County as published by the United States Department of Housing and Urban Development or the Florida Housing Finance Corporation, with priority given to those earning less than 80 percent of AMI, to the extent feasible.
3. For purposes of ensuring the financial viability of a property acquired with Fund monies, at least one unit or 10 percent of the units, whichever is higher, in the property must remain affordable for an individual or family as noted in paragraph D.2. above. However, the Mayor or the Mayor's designee is authorized to negotiate a higher number of affordable housing units depending on the financial viability and capacity of a property.
4. Subject to paragraphs D.2. and D.3. above, DHT will work with local affordable housing and non-profits to determine the resident application and selection process, based on income and employment (workforce/industry) status, which shall be transmitted to the Miami-Dade Public Housing and Community Development or its successor agency. DHT must ensure tenants will be able to meet their rent requirements.
5. The units in all properties acquired with Fund monies shall be inspected for compliance with regulatory housing standards and adherence to the Rental Regulatory Agreement by Miami-Dade Public Housing and Community Development, or its successor agency.
6. DHT shall transmit to the Directors of the Miami-Dade Public Housing and Community Development and the Department of Regulatory and Economic Resources, or their successor agencies, a certified annual operating statement for each property acquired with Fund monies.

#### **E. Financial Procedures and Property Acquisition Oversight**

Initial Grant Agreement monies will be paid to DHT and deposited in a separate account upon DHT making a one-time advance request for the full \$1,000,000. DHT will be responsible for decision-making of the Fund's property acquisition, rehabilitation, and residential/management requirements. The DHT Executive Director will assist in carrying out any directives proposed to meet the mission of the Fund.

However, acquisitions must be approved by the County in advance in order to ensure compliance with the Guidelines. Prior to the acquisition of a property, DHT must submit documentation to demonstrate compliance with Section E.1. below and provide an executed Rental Regulatory Agreement for the subject property. The County shall not approve any acquisition that is not financially viable as an

affordable housing property for a 30-year period, consistent with Section E.1.(a) below. The County shall notify DHT Executive Director of any additional requests for information necessary to provide a final approval. Any objections to the acquisition of a property shall be notified in writing.

Should no property be acquired within 18 months of the date of the full execution of the Grant Agreement between the County and DHT the entire amount of funds shall be returned to the County.

1. Documentation for Approval of Use of Fund Monies

- a) The notification of a request to acquire a property must be sent to the Director of the Public Housing and Community Development or its successor agency and accompanied with a 30-year pro forma outlining the sources (i.e., County and/or other public funding, grant funding, private financing, and future rental income) and uses to rehabilitate and maintain the property. Rental rates factored into the 30-year pro forma must be consistent with paragraphs D.1. and D.2. of the Guidelines.
- b) The notification of a request to acquire a property must be accompanied with an estimate from a contractor demonstrating the costs necessary to rehabilitate or restore the historic features of the property, if Fund monies will be used for this purpose. The estimate for rehabilitation and restoration will be reviewed by historic preservation staff in the Department of Regulatory and Economic Resources, or its successor agency.
- c) Future actions to utilize monies already in the Fund shall be consistent with all aforementioned provisions of these Guidelines.

The pro forma will serve as a guide to determine, based on estimates at a certain point in time, the financial viability of a property; however, it is understood that future circumstances outside of the County and DHT's control, such as, but not limited to, the cost of utilities and the amount of rent to charge on market-rate units, is subject to change. To ensure financial stability going forward, the following section will provide for annual financial audit of the Fund and a certified annual operating statement for each property.

2. Annual Financial Audit of the Fund

DHT will provide the Director of the Department of Public Housing and Community Development or its successor agency an annual financial audit of the Fund by an independent certified public accountant for each fiscal year ending June 30 and comply with other financial and compliance reporting requirements stipulated for each property as outlined in the Rental Regulatory Agreement. The annual financial audit of the Fund is separate and apart from the certified annual operating statement required under the Rental Regulatory Agreement for any property acquired with Fund monies.

The annual financial audit of the Fund should be provided no later than 90 days from the end of the fiscal year ending June 30 and shall be accompanied by a separate report from the Executive Director of DHT summarizing the status of acquisition, renovation, marketing, and leasing of properties acquired, or to be acquired, with Fund monies. The Department of Public Housing and Community Development shall include any updates on unit development that result from the Fund on their standard quarterly reports that are transmitted to the Board of County Commissioners.

The Fund is subject to audit by the Miami-Dade Audit and Management Services, the Miami-Dade Office of Inspector General, and the Miami-Dade Commission Auditor, or an external auditor of the County's choosing.

Any amount or portion of Fund monies found not in compliance with the Guidelines, as a result of the aforementioned annual financial audit of the Fund or certified annual operating statement for each property acquired with Fund monies, will be deemed refundable to the County. The Director of the Department of Public Housing and Community Development or its successor agency shall request the specific amount to be returned to the County and DHT shall furnish the payment within 30 days of the notification.

**F. Florida Public Records Law**

The Public Records Law, set forth in Chapter 119, Florida Statutes, provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by the Florida Legislature. DHT recognizes and agrees that the Public Records Law applies to documents and records exchanged between it and the County, and that such documents and records are subject to disclosure pursuant to a public records request, unless an exemption applies.