RESOLUTION NO. R-2012-42

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A SECOND AMENDMENT TO THE 2010 COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND LITTLE HAITI HOUSING ASSOCIATION, INC., TO INCREASE THE ALLOCATION IN ACCORDANCE WITH THE "SET-ASIDE" REQUIREMENTS OF THE HOME INVESTMENT PARTNERSHIP PROGRAM GUIDELINES; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development ("HUD"), for the execution and implementation of Housing Programs in the City pursuant to HOME Investment Partnership Act, ("HOME") Title II of the Cranston Gonzalez National Affordable Housing Act; and

WHEREAS, HOME requires a minimum of fifteen (15) percent of its annual allocation to be reserved for investment in housing to be developed or owned by Community Housing Development Organizations ("CHDOs");and

WHEREAS, Little Haiti Housing Association, Inc. ("LHHA") is qualified as a Community Housing Development Organization; and

WHEREAS, the City entered into a CHDO Agreement ("Agreement"), as amended with Little Haiti Housing Association, Inc., dated September 28, 2010 for One Hundred Fifteen Thousand Dollars and No Cents ($115,000.00) as authorized by Resolution No. R-2010-102 to provide acquisition and rehabilitation of properties more specifically described in the Agreement; and

WHEREAS, the allocation provided in the Agreement is below the required cumulative fifteen (15) percent prescribed by HOME; and

WHEREAS, the Mayor and Council desire to amend the Agreement to increase the allocation by Ninety-Eight Thousand Seven Hundred Ninety-One Dollars and Five Cents ($98,791.05) for a total allocation of Two Hundred Thirteen Thousand Seven Hundred Ninety-One Dollars and Five Cents ($213,791.05) in conformance with HOME requirements.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager and City Attorney.** The City Manager and City Attorney are hereby authorized to negotiate and execute, a second amendment to the CHDO Agreement between Little Haiti Housing Association, Inc., and the City of North Miami to increase the total allocation to Two Hundred Thirteen Thousand Seven Hundred Ninety- One Dollars and Five Cents ($213,791.05), in accordance with the "set-aside" requirements of the Home Investment Partnership Program guidelines, in substantially the attached form.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 10 day of April, 2012.

ANDRE D. PIERRE ESQ.,
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Galvin

Seconded by: Vice Mayor Marcellus

Vote:

Mayor Andre D. Pierre, Esq.	X (Yes)	_____ (No)
Vice Mayor Jean R. Marcellus	X (Yes)	_____ (No)
Councilperson Michael R. Blynn	X (Yes)	_____ (No)
Councilperson Scott Galvin	X (Yes)	_____ (No)
Councilperson Marie Erlande Steril	X (Yes)	_____ (No)

SECOND AMENDMENT TO COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND LITTLE HAITI HOUSING ASSOCIATION, INC.

THIS SECOND AMENDMENT, entered into on this ____ day of April, 2012, by and between **THE CITY OF NORTH MIAMI**, a Florida municipal corporation (hereinafter referred to as the "CITY"), with its office located at 776 NE 125th Street, North Miami, Florida 33161 and **LITTLE HAITI HOUSING ASSOCIATION, INC.,** (hereinafter referred to as "AWARDEE"), located at 181 NE 82nd Street, Miami, Florida 33138 (collectively the "Parties").

RECITALS

WHEREAS, the Parties desire to amend the original agreement which was entered into on September 28th, 2010 for HOME Investment Partnership Program (HOME) Funds under the City's entitlement allocation; and

WHEREAS, under the terms of the original agreement, this project was originally scheduled to be completed by September 28th, 2011; and

WHEREAS, the original time period was insufficient for AWARDEE to properly allow for the completion of the project; and

WHEREAS, the original agreement was amended to allow for an extension of the effective term of the completion date until September 28, 2012; and

WHEREAS, the original agreement, provided for One Hundred Fifteen Thousand Dollars ($115,000.00) to be used for the acquisition and rehabilitation of properties as specifically described in the Agreement; and

WHEREAS, the allocation provided in the Agreement is below the required cumulative fifteen (15) percent prescribed by the HOME Investment Partnership Act (HOME); and

WHEREAS, the parties desire to amend the Agreement to increase the allocation by Ninety-Eight Thousand Seven Hundred Ninety-One Dollars and Five Cents ($98,791.05) for a total allocation of Two Hundred Thirteen Thousand Seven Hundred Ninety-One Dollars and Five Cents ($213,791.05) in conformance with HOME requirements.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. Section II - Article 1. Maximum Compensation & Use is hereby amended. CHDO Subsidy funds amount is hereby increased to Two Hundred Thirteen Thousand Seven Hundred Ninety-One Dollars and Five Cents ($213,791.05).

2. Section IV - Article C. Maximum Per Unit Subsidy Amount is hereby amended to reflect increased HOME CHDO rehabilitation subsidy amounts of Ninety-Eight

Thousand Seven Hundred Ninety-One Dollars and Five Cents ($98,791.05) to be use for acquisition and rehabilitation costs associated with Property A (single family homes). Home CHDO rehabilitation subsidy shall not exceed One Hundred Seventy-Three Thousand Seven Hundred Ninety-One Dollars and Five Cents ($173,791.05) for the purposes of Property A.

3. All other terms and conditions of the original agreement remain in full force and effect.

4. In the event that the Project is not completed as provided in paragraph 1 above, the City shall use all reasonable efforts to grant an extension to Little Haiti Housing Association, Inc., or its designee.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

CITY OF NORTH MIAMI

By: _____

Title: City Manager

Signature: _____

Date: _____

LITTLE HAITI HOUSING ASSOCIATION, INC.
"Awardee"

By: _____

Title: Authorized Representative

Signature: _____

Date: _____

Witness Signature _____

_____
Typed/Printed Name of Witness

ATTEST:

_____
Michael A. Etienne
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Regine M. Monestime
City Attorney