

**Deerfield Beach Housing Authority  
Board of Commissioners Regular Meeting  
533 S. Dixie Highway, Suite 201  
Deerfield Beach, Florida 33441**

Wednesday, August 20, 2014

**AGENDA**

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- A. Roll Call
- B. Minutes –June 18, 2014
- C. Public Comments (Limit 3 Minutes)
- D. Presentations
  - a. HCV New Home owner- Shemayne Miller
  - b. FAHRO Scholarship recipients- Latoysa Baldwin and Craig Baldwin
  - c. 5 year DBHA Employee Recognition –Martha Harris, Xiomara Cotes
- E. RAD Update- Ray Baker
- F. Financial Overview-
- G. Legal Updates – Attorney David Tolces
- H. New Business
  - a. **Resolution 2014-13:** A Resolution of the Deerfield Beach Housing Authority Board of Commissioners Approving Deerfield Beach Housing Authority's Flat Rents for the Public Housing Program effective October 1, 2014 and authorizing an automatic Adjustment to not less 80% of the Fair Market Ren (FMR) whenever new FMR's are published.
  - b. **Resolution 2014-14:** A Resolution of the Deerfield Beach Housing Authority Board of Commissioners adopting changes to the Deerfield Beach Housing Authority **Section 3 Plan**.
  - c. **Resolution 2014-15:** A Resolution of the Deerfield Beach Housing Authority Board of Commissioners approving a one year extension with C. Ray Baker & Associates to provides Housing Administration and Capital Fund Program Management.

- d. **Resolution 2014-16:** A Resolution of the Deerfield Beach Housing Authority Board of Commissioners approving a one year extension Goren, Cherof, Doody, and Ezrol, PA to provide Legal Services.
- e. **Resolution 2014-17:** A Resolution of the Deerfield Beach Housing Authority Board of Commissioners approving Chairman, Anthony Pelt; Vice Chairman, Jamie Marlowe; and Executive Director, Nadine Jarmon to sign the Bank America Deposit Account and Management Services Bank, Resolution, Signature Card and Certificate of Incumbency for the Palms of Deerfield Beach, LP.
- f. CDBG Update with the City of Deerfield Beach, FL.
- I. Executive Director's and Division Report
- J. Commissioners Concern & Discussion Items
- K. Adjournment

## **MINUTES**

### **Deerfield Beach Housing Authority**

#### **Regular Meeting**

**Wednesday, June 18, 2014**

**3:30 P.M.**

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The Board of Commissioners (BOC) of the Deerfield Beach Housing Authority (DBHA) met in a regular session at the Sylvia Poitier Business Skills Center, 533 S. Dixie Highway, Suite 201, Deerfield Beach, Florida, on Wednesday, June 18, 2014. Chairman Pelt called the meeting to order at **3:43 p.m.** This was the eighth (8<sup>th</sup>) meeting for Fiscal Year 2014.

#### **A. ROLL CALL**

##### **Commissioners Present:**

Anthony Pelt – Chairman  
Naomi Gayle - Commissioner  
Tony Guadagnino - Commissioner  
David Reynolds – Commissioner  
Annette Scott Woods - Commissioner

##### **Commissioners Absent:**

Jamie Marlowe – Vice Chairman  
Marta Riviera - Commissioner

**A quorum was declared.**

##### **Others Present:**

Dr. Nadine Jarmon – Executive Director  
Ruchelle Hobbs –Director of HCV Program  
Jasmine Privott – Director of Housing Operations  
David Tolces – DBHA Attorney  
Jennifer Ray – Executive Assistant

**Chairman Pelt indicated agenda Item C would be considered first.**

#### **B. APPROVAL OF MINUTES**

##### **a. April 16, 2014 - Regular Meeting**

**Commissioner Gayle made a motion to approve the minutes of April 16, 2014, as amended. Commissioner Reynolds seconded the motion. The motion passed 5-0.**

**b. May 21, 2014 - Regular Meeting**

**Commissioner Reynolds made a motion to approve the minutes of May 21, 2014. Commissioner Guadagnino seconded the motion. The motion passed 5-0.**

**C. EXECUTIVE DIRECTOR'S ANNUAL PERFORMANCE REVIEW – Attorney David Tolces**

Chairman Pelt asked if the Board wished Dr. Jarmon to remain in the room while they did her performance review and received a Board consensus to have Dr. Jarmon leave the room and return at the end of the evaluation discussion. All Board members received a copy of the DBHA Executive Director's job description in their agenda packet, along with an evaluation form on which to rate Dr. Jarmon's performance. He briefly mentioned how the previous BOC conducted the Executive Director's performance evaluation, stating he preferred the entire Board to give input in the evaluation process.

Attorney Tolces distributed copies of an evaluation form completed by Vice Chairman Marlowe, who was unable to attend the meeting but requested that of his completed evaluation form be given to the BOC. He mentioned receiving an email from Commissioner Riviera, copies of which he distributed to the Board. Regarding the process for the evaluation, the procedure could be in any format the Board desired, and the conclusion reached was the Board's prerogative. If the Board wished to ask any questions of Dr. Jarmon, she could be called in to answer them. He stressed that there was no right or wrong way to proceed with the evaluation.

Chairman Pelt noticed the scoring on the evaluation was on a number basis, wondering if only whole numbers could be assigned.

Attorney Tolces responded if a Board member felt the appropriate score they wished to assign to Dr. Jarmon's performance was not a whole number, and then tenths of a number could be included in the score. The scoring was set up from zero to five, and the Board could award any score in that range of numbers.

Commissioner Gayle explained part of the reason she requested that the BOC do Dr. Jarmon's evaluation as a group was due to a lack of personal experience working with Dr. Jarmon since becoming appointed to the DBHA BOC. She desired more input on the evaluation from those members of the BOC with more experience working with Dr. Jarmon, as she wanted the score she awarded each category to be based on concrete indicators of Dr. Jarmon's execution of her DBHA duties, rather than on Dr. Jarmon's experience and knowledge of the public housing industry.



Attorney Tolces thought it better for the Board to go through the evaluation form item by item, and give their individual scores for in each. He would keep score and calculate an average score for each category based on the Board's vote. He would then fill in the average for each category on one evaluation form to represent the rating for the entire Board and have that form signed by Chairman Pelt.

Chairman Pelt concurred with Attorney Tolces' recommendation, mentioning Commissioner Riviera had attached no number scores to the categories in her emailed document. He urged the Board members present to ascribe a number scores to each category.

Attorney Tolces agreed, stating the Board's comments on each item would be taken into consideration, and Vice Chairman Marlowe's evaluation scores would be included in the calculations of the average scores. He felt using the evaluation information sent in by the two absent Board members was a good way to incorporate their input in the evaluation.

Chairman Pelt mentioned the first category was "Technical Skills", reading the definition as detailed in the backup. He awarded a score of vice, as did Vice Chairman Marlowe and Commissioner Reynolds; Commissioners Guadagnino, Gayle and Woods gave a score of 4.

Attorney Tolces noted this yielded an average score of 4.3 for "Technical Skills".

Commissioner Reynolds echoed Commissioner Gayle's concerns that for many of the evaluation categories, he lacked sufficient knowledge of Dr. Jarmon's day-to-day activities to allow him feel comfortable rating her work. The scores he awarded on the evaluation form were related more to on his overall impression of the job she was doing.

Chairman Pelt moved to the second category "Analyses Problems", to which he awarded Dr. Jarmon a score of five, along with Vice Chairman Marlowe and Commissioner Reynolds. Commissioners Guadagnino and Woods assigned a score of 3, and Commissioner Gayle gave a score of 3.5.

Attorney Tolces stated the average score was 4.1 for "Analyses Problems".

Chairman Pelt said the next category was "Provides Suggestions for Work Improvement", to which he awarded a score of 5, noting when Dr. Jarmon was hired, the DBHA was going through a variety of changes. She made numerous suggestions and implemented changes to improve the agency, particularly with regard to staffing and improved efficiencies to maintain and enhance levels of service.

Commissioner Gayle reiterated her lack of certain knowledge related to Dr. Jarmon's work, stating Chairman Pelt's historical accounts of Dr. Jarmon's work helped to guide her as to what scores to award. If the Board could receive information on projects and activities that were implemented or revamped since Dr. Jarmon's employment, and the results of such efforts for the DBHA, it would have facilitated the performance evaluation process for the BOC.

Chairman Pelt reminded the BOC of the recent overhaul of the DBHA's procurement policies and procedures that had not been looked at since 2000. With the situation that unfolded with former Executive Assistant Robinson, Dr. Jarmon went on to reorganize the agency's staffing pattern, taking other steps to maintain and improve the DBHA's financial health. He mentioned the DBHA's currently considering the City of Deerfield Beach's request to transfer the management of its Community Development Block Grant (CDBG) dollars and projects to the DBHA.

Commissioner Gayle thought the work in the above areas were more likely to fall under the category of "Approach to Work" rather than under "Technical Skills".

Chairman Pelt received the following scores from the Board for the category of: Commissioners Guadagnino, Woods and Gayle gave a score of 4, and Vice Chairman Marlowe and Commissioner Reynolds gave a score of 5.

Attorney Tolces stated the average score was 4.5 for "Provides Suggestions for Work Improvement".

Chairman Pelt remarked the next category was "Employs tools of job", to which he awarded Dr. Jarmon a score of 5, as did Vice Chairman Marlowe and Commissioner Reynolds; and Commissioners Guadagnino, Gayle and Woods gave a score of 4.

Attorney Tolces indicated the average score was 4.6 for "Employs tools of job".

Chairman Pelt noted the next category was "Follow Safety Procedures", to which he awarded a score of 5, along with Vice Chairman Marlowe and Commissioner Woods. Commissioners Guadagnino and Reynolds gave a score of 4, and Commissioner Gayle gave a score of 4.5.

Attorney Tolces stated the average score was 4.6 for "Follow Safety Procedures".

Chairman Pelt moved to the next category was "Quality of Work", to which he awarded a score of 4.5, acknowledging the following scores from the rest of the Commission: Commissioners Guadagnino, Gayle and Woods gave a score of 4, and Vice Chairman Marlowe and Commissioner Reynolds and Vice Chairman awarded a score of 5.

Attorney Tolces said the average score was 4.4 for "Quality of Work".

Chairman Pelt stated the next category was "Thoroughness", to which he acknowledged the entire BOC awarded a score of 5. The next category was "Reliability", to which he gave a score of 5, as did Commissioners Guadagnino, Reynolds and Vice Chairman Marlowe, Commissioner Gayle gave a score of 4.5, and Commissioner Woods gave a score of 4.

Attorney Tolces indicated an average score of 5 for "Thoroughness" and was 4.7 for "Reliability".

Chairman Pelt said the next category was “Responsiveness to Requests”, to which he gave Dr. Jarmon a score of 5, as did Vice Chairman Marlowe and Commissioner Reynolds; he received the following scores from the rest of the Commission: Commissioners Guadagnino and Gayle gave a score of 4, and Commissioner Woods awarded a score of 3.

Attorney Tolces noted an average score of 4.3 for “Responsiveness to Requests”

Chairman Pelt said the next category was “Follow Through and Follow-up”, to which he and Vice Chairman Marlowe awarded a score of 5, and received the following scores from the rest of the Commission: Commissioners Guadagnino, Reynolds and Woods gave a score of 4, and Commissioner Gayle gave a score of 3.5.

Attorney Tolces stated the average score as 4.3 for. “Follow Through and Follow-up”

Chairman Pelt indicated the next category was “Judgment in Decision Making”, to which he gave a score of 5, as did Vice Chairman Marlowe and Commissioners Guadagnino and Reynolds; Commissioner Gayle gave a score of 4.5, and Commissioner Woods gave a score of 3.

Attorney Tolces noted an average score of 4.5 for “Judgment in Decision Making”.

Chairman Pelt commented, with regard to the evaluation of, some guidance was needed, he lacked insufficient knowledge. He knew a lot of work was billed, and it was on that information he was basing his score, but for other members of the Board without that information, would it be more appropriate to award a score of zero or abstain from scoring.

Attorney Tolces thought the Commissioners could only evaluate Dr. Jarmon in the categories for which they had any knowledge of her work. That knowledge would include direct interaction with Dr. Jarmon, as well as information relayed to the Board based on how she interacted with others. If a Board member felt their score in a category should be an N/A due to their lack of knowledge, that response would not be counted in the calculation of the average score, but if a score of zero was awarded, it had to be counted.

Chairman Pelt preferred not to skew the evaluation due to a lack of knowledge, so in evaluating the category of “Interpersonal skills with coworkers”, he thought it best to base his score on his knowledge of Dr. Jarmon’s interpersonal skills with staff. He awarded a score of 4.5 and received the following scores from the rest of the Commission: Commissioner Guadagnino gave a score of 3, Commissioner Reynolds gave a score of 5, Commissioner Gayle gave a score of 3.5, Commissioner Woods gave a score of 4, and Vice Chairman Marlowe gave a score of N/A.

Attorney Tolces calculated an average score of 4 for “Interpersonal skills coworkers”.

Commissioner Guadagnino asked what would happen if a member of the DBHA staff had an issue with Dr. Jarmon did, wondering if there was a process by which the staff could notify the Commission of an issue or grievance.

Attorney Tolces responded there was a grievance process established for employees, pursuant to the DBHA Personnel Policy Manual.

Commissioner Guadagnino remarked that no employee had made any complaints about working with Dr. Jarmon.

Commissioner Reynolds inquired if the DBHA staff did an evaluation similar to one the Board was now doing.

Attorney Tolces answered not that he was aware of.

Chairman Pelt believed at the last DBHA staff meeting, there was a staff evaluation form distributed that should now be complete. For the future, the Board should let DBHA staff to do their evaluation prior to the Board doing the Executive Director's performance evaluation, and have that information provided to the Board.

Attorney Tolces observed that some of the categories on the Executive Director's Annual Performance Evaluation form might not apply or were difficult to assess, such as where it says "... with supervisors ..."; the BOC was Dr. Jarmon's supervisor, so they could decide how to respond when they scored such categories.

Chairman Pelt commented the next category was "Interpersonal skills with supervisors", to which he, along with Vice Mayor Marlowe, and Commissioners Guadagnino and Reynolds gave a score of 5, and Commissioner Gayle gave a score of N/A, leading to an average score of 5 in the category. He next moved to the category of "Interpersonal Skills with other faculty, staff, students and community", to which he, along with Commissioners Reynolds and Woods gave a score of 5, and Vice Chairman Marlowe and Commissioners Guadagnino and Gayle gave a score of N/A, which amounted to an average score of 5. Chairman Pelt stated the next category was "Team Participation", to which he awarded a score of 4.5, and the rest of the Commission gave the following scored: Commissioners Guadagnino, Reynolds and Gayle gave a score of 5, and Vice Chairman Marlowe gave a score of N/A.

Attorney Tolces calculated an average score of 5 for both categories "Interpersonal Skills with Supervisors" and "Interpersonal Skills with other faculty, staff, students and community". An average score of 4.9 was awarded for "Team Participation".

Chairman Pelt moved to the next category of "Team Contribution", to which he, along with Commissioners Guadagnino, Reynolds, Gayle and Woods awarded a score of 5, and Vice Chairman Marlowe gave a score of 4.

Attorney Tolces said the average score was 4.8 for "Team Contribution".

Chairman Pelt went onto the next category of “Commitment to Team Success”, to which he gave a score of 5, as did Vice Mayor Marlowe and Commissioners Guadagnino, Reynolds, and Gayle; Commissioner Woods gave a score of 4.

Attorney Tolces stated the average score as 4.8 “Commitment to Team Success”.

Chairman Pelt stated the next category was “Communication Skills”, which he gave a score of 5, as did Vice Chairman Marlowe and Commissioner Reynolds, and Commissioners Guadagnino, Gayle and Woods gave a score of 4.

Attorney Tolces calculated an average score of 4.5 for “Communication Skills”.

Chairman Pelt went on to the next category of “Oral Expressions”, to which he awarded a score of 5, as did Vice Mayor Marlowe and Commissioners Reynolds and Woods. Commissioners Guadagnino and Gayle gave a score of 4.

Attorney Tolces said the average score was 4.5 for “Oral Expressions”.

Chairman Pelt said the next category was “Shares Information”, to which he awarded a score of 5, as did Vice Mayor Marlowe and Commissioners Guadagnino and Reynolds, and Commissioners Gayle and Woods gave a score of 4.

Attorney Tolces stated the average score was 4.6 for “Shares Information”.

Chairman Pelt noted the next category was “Tact and diplomacy”, to which he assigned a score of 5, as did Vice Mayor Marlowe and Commissioners Guadagnino, Reynolds and Gayle; Commissioner Woods gave a score of 3.

Attorney Tolces indicated the average score was 4.6 for “Shares Information”.

Chairman Pelt said the next category was “Approach to Work”, to which he gave a score of 5, as did Vice Chairman Marlowe and Commissioner Reynolds and Woods, and Commissioners Guadagnino and Gayle gave a score of 4.

Attorney Tolces said this amounted to an average score of 4.6 for “Approach to Work”.

Chairman Pelt moved to the next category of “Open to new ideas and approaches”, to which he noted the entire Commission awarded a score of 5. The next category was “Initiative”, to which he gave a score of five, as did Vice Chairman Marlowe and Commissioners Guadagnino, Reynolds and Gayle, and Commissioner Woods gave a score of 4.

Attorney Tolces stated this gave an average score of 5 for “Open to new ideas and approaches”, and an average score of 4.8 for “Initiative”.

Chairman Pelt move to the next category of “Planning and organization”, to which he awarded a score of 5, as did Vice Chairman Marlowe, and Commissioners Guadagnino and

Reynolds; Commissioner Gayle gave a score of 4.5, and Commissioner Woods gave a score of 4.

Attorney Tolces said the average score was 4.7 for "Planning and organization".

Chairman Pelt went to the next category, "Flexible/Adaptable", to which he gave a score of 5, as did Vice Chairman Marlowe, and Commissioners Guadagnino, Reynolds and Woods, and Commissioner Gayle gave a score of 4.

Attorney Tolces noted an average score of 4.8 "Flexible/Adaptable".

Chairman Pelt said the next category was "Follows instructions", to which he awarded a score of 5, as did Vice Chairman Marlowe, and Commissioners Guadagnino and Reynolds; Commissioner Gayle assigned an N/A score, and Commissioner Woods gave a score of 4.

Attorney Tolces calculated an average score of 4.8 for "Follows instructions".

Chairman Pelt indicated the next category was "Challenges the status quo processes in appropriate ways", observing many of the agency's processes were based on statutory requirements.

Commissioner Gayle recalled Dr. Jarmon mentioning when she came to the DBHA, she changed some of the DBHA's operation processes to make them more current and efficient. Those actions could be considered challenges to the status quo.

Chairman Pelt concurred, stating he would assign a score of 4.5; he received the following scores from the rest of the Board: Commissioner Guadagnino gave a score of 4, Vice Chairman Marlowe and Commissioner Reynolds gave a score of 5, Commissioner Gayle gave a score of 4.5, and Commissioner Woods gave a score of 3.

Attorney Tolces stated the scores gave an average score of 4.4 for "Challenges the status quo processes in appropriate ways".

Chairman Pelt moved to the next category, "Seeks additional training and development." to which he assigned a score of 5, along with Vice Chairman Marlowe and Commissioners Reynolds and Woods; Commissioner Gayle gave a score of 4.

Attorney Tolces noted the average score was 4.8 for "Seeks additional training and development".

Chairman Pelt indicated the next category was "Attendance and punctuality", to which he assigned a score of 5, along with Vice Chairman Marlowe, and Commissioners Guadagnino and Reynolds; Commissioner Gayle gave an N/A score, and Commissioner Woods gave a score of 4.

Attorney Tolces calculated an average score of 4.8 for "Attendance and punctuality".

Chairman Pelt stated for the category, "Priority sets", he gave a score of 5, as did Vice Chairman Marlowe, and Commissioners Guadagnino and Reynolds; Commissioner Gayle gave a score of N/A, and Commissioner Woods gave a score of 4.

Attorney Tolces stated the average score was 4.8 for "Priority setting".

Chairman Pelt moved to the next category, "Amount of work completed", which he gave a score of 5, as did Vice Chairman Marlowe, and Commissioners Guadagnino and Reynolds, and Commissioners Gayle and Woods gave a score of 4.

Attorney Tolces said this amounted to an average score of 4.6 for "Amount of work completed".

Chairman Pelt mentioned he assigned the next category, "Work completed on schedule", a score of 4.5, as did Commissioners Guadagnino and Woods, and Vice Chairman Marlowe and Commissioner Reynolds gave a score of 4.

Attorney Tolces noted the average score was 4.4 for "Work completed on schedule".

Chairman Pelt asked if it were possible to take all the scores and average them out.

Attorney Tolces summarized the average scores for all categories as follows:

- Job knowledge - 4.3
- Analyzing problems - 4.1
- Provides suggestions - 4.5
- Employs tools of job - 4.6
- Safety - 4.6
- Accuracy - 4.4
- Thoroughness - 5
- Reliability - 4.7
- Responsiveness - 4.3
- Follow through - 4.2
- Judgment - 4.5
- Interpersonal skills with coworkers - 4
- Interpersonal skills with supervisor - 5
- Interpersonal skills with community - 5
- Team participation - 4.9
- Team contributor - 4.8
- Commitment - 4.8
- Written expression - 4.5
- Oral expression - 4.5
- Shares information - 4.6
- Tact and diplomacy - 4.6

- Actively seeks ways to streamline processes - 4.7
- Open to new ideas - 5
- Initiative - 4.8
- Planning - 4.7
- Flexible/adaptable - 4.8
- Follow instruction - 4.8
- Challenges status quo - 4.4
- Seeks additional training - 4.8
- Attendance - 4.8
- Priority setting - 4.8
- Amount of work completed - 4.7
- Work completed as schedule - 4.4.

Attorney Tolces stated the total of all the average scores was 152.4, and that figure divided by the 33 categories gave an overall average score of 4.65. He would fill in the numbers as agreed to earlier in the meeting by the BOC on a blank evaluation form, and have Chairman Pelt sign, if the Board voted accordingly. That form would then become the Board's official Annual Performance Evaluation for Executive Director Jarmon. He noted, if the BOC chose, additional action could be taken as a result of the evaluation.

Chairman Pelt commented, based on the Annual Performance Evaluation of Executive Director Jarmon the Board just concluded, the final, overall average score for that evaluation would be 4.65. He believed the score evidenced an "exceeds expectation" rating for Dr. Jarmon's work, and the evaluation would be entered as such into the record. He asked staff to call Dr. Jarmon back into the meeting.

Attorney Tolces thought it might be appropriate for the Board to make a motion to adopt the evaluation and the final scoring, and authorize the presentation of the Annual Performance Evaluation to Executive Director Jarmon. If there were any additional comments that the Board, as a group, wished to include in the evaluation, they would be written in at the end of the evaluation form. He stated the Board also had the opportunity to meet individually with Dr. Jarmon and provide her with their personal comments.

Chairman Pelt requested a motion to accept the Annual Performance Evaluation for Executive Director Nadine Jarmon with an average overall score of 4.65 as agreed upon above.

**Commissioner Gayle made a motion to approve Executive Director Nadine Jarmon's Annual Performance Evaluation as illustrated above. Commissioner Guadagnino seconded the motion. The motion passed 5-0.**

#### **Recess/Reconvene and resume consideration of the agenda at Item B**

Chairman Pelt and members of the BOC gave Dr. Jarmon a summary of what took place during the Board's discussion and decisions regarding her Annual Performance Evaluation,



noting she received an overall average score of 4.62. This translated to an “exceeds expectation” rating on Dr. Jarmon’s job performance. Chairman Pelt explained the evaluation would be finalized when Attorney Tolces inserted the scores agreed upon by the Board as a group onto one blank evaluation form, which Chairman Pelt would then sign. The official evaluation would be given to Dr. Jarmon for her to review, respond to and sign; she was welcome to discuss the evaluation with the Board members individually and/or as a group.

Executive Director Jarmon expressed her appreciation for the BOC’s evaluation and the scores they assigned, as she believed their rating of her job performance was positive criticism by which she could improve her ability to serve the DBHA.

Chairman Pelt, on behalf of the Board, thanked Dr. Jarmon for an exemplary year of service since her being hired by the DBHA. The Board looked forward to working with Dr. Jarmon and her staff in the various activities that maintained and improved the levels of service provided by the agency.

#### **D. PUBLIC COMMENTS (Limit three (3) minutes)**

Chairman Pelt invited but received no comments from the public.

#### **E. PRESENTATIONS**

##### **a. 2013/2014 Annual Audit – Ronald Thompkins**

Ronald Thompkins and Andrea Hartt reviewed the 2013/2014 Annual Audit using a PowerPoint presentation, as detailed in the backup, highlighting the following:

- The Independent Auditor’s Report
- Financial Highlights
- The Compliance Report
- The Management Letter
- Other services performed - REAC Submission and Data Collection Form
- The Communication to the Audit Committee and Governing Board as the overseers of the audit.

**Commissioner Gayle made a motion to accept the 2013/2014 Annual Audit as presented. Commissioner Guadagnino seconded the motion. The motion passed 5-0.**

#### **F. RAD Update – C. Ray Baker**

C. Ray Baker gave the Board an update of the RAD as set forth in the backup, highlighting the following:

- Construction was about 80 percent complete, with completion expected by October 2014
- A survey and cataloging of every item was done
- The HUD reporting was up to date
- A development team had been identified
- A scheduling process was devised for getting an FHA loan with the anticipation of a final closing in about five months
- In August they would work with DBHA staff to submit the necessary documents to the FHA, including the dimension and demonstration of the source of core funding for the project
- Resolution 2014-10 passed in April 2014 was two-fold but did not include the renovation of the administration building; pre-development costs included \$139,000 for Housing Administration, and \$75,000
- Stanley Terrace LLC
- Local residents should benefit, though they did not want to pay extra; the services were provided to all members of the local community, due to it being common ground
- HUD required a written plea; work should be completed within 30 days, and in 90 days a notification and written policy should be sent to HUD
- \$252,000 in costs related to the following services: architectural administration, mailbox, site work, and a full set of documents to enable a bid
- Next step would be to devise a physical schedule.

**Commissioner Guadagnino made a motion to amend Resolution 2014-10  
Commissioner Reynolds seconded the motion. The motion passed 5-0.**

Executive Director Jarmon commented the DBHA staff placed an advertisement in the newspaper, but there had been no responses regarding the services for an environmental assessment.

#### **G. FINANCIAL UPDATES – Andrea Hartt**

Andrea Hartt reviewed the Financial Updates as illustrated in the backup, highlighting the following:

- DBHA's Procurement policy
- Provided details on the utilities portion of the finances
- On June 12, 2014, HUD requested information as to the DBHA's reserves and HAP funds, as HUD wanted any leftover funds to be returned by the DBHA

- Effective July 2014, regarding HAP payments from HUD, HUD would retain the DBHA's Budget Authority funds as HUD Held Reserves (HHR), offsetting HAP subsidy payments to the DBHA until the DBHA held reserves were zero. Should the DBHA lease additional units or HAP payments to landlords increase and, therefore, require additional distribution from HUD, the DBHA needed to advise the local HUD office's Financial Analyst of the dollar value and the reason for the request from the HHR's for the month, and HUD would release them. She explained that nothing changed regarding the total HAP Budget Authority, just where the funds were, either on deposit in the DBHA's bank account, or on deposit at HUD until they were needed
- A reconciliation of the reserves was completed using HUD's form, which enabled the DBHA to state when and how much of the funds to take in two payments. The first payment had a mandatory date of July 1, 2014, and the DBHA elected for the second payment to be on September 1, 2014. Each payment was approximately \$300,000. She recommended a payback or return of half of the \$600,000 to HUD
- A review of the checks being cut by the DBHA would be conducted.

**Commissioner Gayle made a motion to accept the Financial Review as presented. Commissioner Woods seconded the motion. The motion passed 5-0.**

## **H. LEGAL UPDATES – Attorney David Tolces**

Attorney Tolces reiterated Dr. Jarmon's Annual Performance Evaluation received an overall average score of 4.62 to 4.65 from the DBHA Board of Commissioners. He mentioned the two eviction notices issued

## **I. OLD BUSINESS**

- a. **Resolution 2014-09: A Resolution of the Deerfield Beach Housing Authority (DBHA) Board of Commissioners requesting approval to amend DBHA's Procurement Policy and Guidelines.**

Executive Director Jarmon reviewed the subject resolution as detailed in the backup.

**Commissioner Woods made a motion to approve Resolution 2014-09 as presented. Commissioner Gayle seconded the motion. The motion passed 5-0.**

- b. **Resolution 2014-10: A Resolution of the Deerfield Beach Housing Authority (DBHA) Board of Commissioners requesting approval to amend DBHA Contract for Services with Excel Engineering in the amount of \$148,000 for additional services.**

Executive Director Jarmon reviewed the proposed resolution as set forth in the backup.

**Commissioner Guadagnino made a motion to approve Resolution 2014-10. Commissioner Reynolds seconded the motion. The motion passed 5-0.**

## **J. NEW BUSINESS**

- a. Resolution 2014-12: A Resolution of the Deerfield Beach Housing Authority (DBHA) Board of Commissioners adopting the change to the Housing Choice Voucher (HCV) Administration Plan regarding “Allowable Moves Under Portability for Applicant Families” as shown in Exhibit A.**

Director of the HCV Program Ruchelle Hobbs gave an overview of the subject resolution, recommending that the DBHA allow families to take vouchers to the community.

**Commissioner Guadagnino made a motion to approve Resolution 2014-12. Commissioner Gayle seconded the motion. The motion passed 5-0.**

### **b. CDBG Negotiations with the City of Deerfield Beach**

Chairman Pelt gave a historical overview of what transpired between the DBHA and the City of Deerfield with regard to the CDBG issue.

Executive Director Jarmon continued the review of the subject item, further detailed in the backup. She **(or whoever said it)** wished it stated on the record that HUD had a problem with the DBHA taking over the administration and management of the City of Deerfield Beach’s CDBG program

Attorney Tolces mentioned the contractor of the sub-recipient

**Commissioner Gayle made a motion to approve, as discussed above. Commissioner Guadagnino seconded the motion. The motion passed 5-0.**

## **K. EXECUTIVE DIRECTOR’S AND DIVISION REPORT**

Executive Director Jarmon discussed her report, as detailed in the backup, highlighting the following:

- RAD Update
- Legal updates - evictions and other legal issues
- Fraud Prevention Networking Meeting
- National PHADA Conference in New Orleans attended June 1 to 5, 2014
- Employee Survey distributed at staff meeting on Monday, June 6, 2014
- Continued preparation of the DBHA’s Hurricane Preparedness Handbook

- Public Housing Monthly Summary
- Other departmental news
- Maintenance
- Policy updates
- Staff meetings/training.

**L. COMMISSIONERS CONCERNS & DISCUSSION ITEMS**

None

Commissioner Gayle

Commissioner Woods

Commissioner Guadagnino

Commissioner Reynolds

Chairman Pelt

**M. ADJOURNMENT**

The meeting was adjourned at 6:50 p.m.

---

**Anthony Pelt, Chairman**

---

**Dr. Nadine Jarmon, Executive Director**

## **RAD Update**





2 BEDROOM - BLUE COLOR SCHEME



2 BEDROOM - CORAL COLOR SCHEME



3 BEDROOM - ALL COLOR SCHEME



2 BEDROOM - YELLOW COLOR SCHEME



2 BEDROOM - ALTERNATE JADE COLOR SCHEME





## **Financial Overview**

## Online Business Suite

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[njarmon@dbhaonline.org](#) [Edit](#)**Need Assistance?****Business Platinum Privileges™ Clients**

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**Accounts****Business Accounts****Balance<sup>a</sup>****BSC**

\$4,171.67

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\$73,182.84

[Go Paperless — more documents available](#)**HCV**

\$581,916.04

[Go Paperless — more documents available](#)**PH OPERATING**

\$70,390.97

[Go Paperless — more documents available](#)**PH SECURITY DEPOSIT**

\$19,590.37

[Go Paperless — more documents available](#)**TOWNHOMES OPERATING**

\$54,396.88

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\$54,197.50

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**Personal Accounts****Fixed Term CD - 3236**

\$74,053.84

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## HA DEERFIELD BEACH Payment Voucher Entry

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### eLOCCS

**OFND** Operating Fund  
Payment Voucher

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

HUD implemented the Line of Credit Control System/Voice Response System (LOCCS/VRS) to process requests for payments to grantees. Grant recipients fill out a voucher form for the applicable HUD program with all the necessary information prior to making a telephone call using a touch tone telephone to initiate the drawdown process. This information is required to obtain benefits under the U.S. Housing Act of 1937, as amended. The information requested does not lend itself to confidentiality.

1. Voucher Number <b>099-729569</b>	2. LOCCS Pgrm Area <b>OFND</b>	3	4
5. Voice Response No. <b>00000-00000</b>	6. Grantee Organization <b>HA DEERFIELD BEACH</b>		
8. Grant or Project No. <b>FL081-08100114D</b>	6a. Grantee Organization TIN <b>59-1823378</b>		

Budget Line Item	Name	Authorized	Disbursed	Available Balance	Voucher Amount
<b>1000</b>	<b>Operating Subsidy</b>	<b>356,642.00</b>	<b>317,015.00</b>	<b>39,627.00</b>	<b>39,627.00</b>
<b>Total:</b>		<b>356,642.00</b>	<b>317,015.00</b>	<b>39,627.00</b>	<b>39,627.00</b>

I certify the data reported and funds requested on this voucher are correct and the amount requested is not in excess of immediate disbursement needs for this program. In the event the funds provided become more than necessary, such excess will be promptly returned, as directed by HUD.

11. Name & Phone Number of Person completing this form  <b>NADINE JARMON</b>	12. Name & Title of Authorized Signatory	
	13. Signature	14. Date of Request <b>08-11-2014</b>

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.; 31 U.S.C. 3729, 3802)

**Privacy Statement:** Public Law 97-255, Financial Integrity Act, 31 U.S.C. 3512, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions. The purpose of the data is to safeguard the Line of Credit Control System (LOCCS) from unauthorized access. The data are used to ensure that individuals who no longer require access to LOCCS have their access capability promptly deleted. Failure to provide the information requested on the form may delay the processing of your approval for access to LOCCS. While the provision of the SSN is voluntary, HUD uses it as a unique identifier for safeguarding the LOCCS from unauthorized access. This information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.

form HUD-50080-OFND-a (4/2000)

This Payment Request was **APPROVED...**





## HA DEERFIELD BEACH Payment Voucher Entry

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<b>eLOCCS</b> <b>OFND</b> Operating Fund <b>Payment Voucher</b>		<b>U.S. Department of Housing and Urban Development</b> Office of Public and Indian Housing			
<p>Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.</p> <p>HUD implemented the Line of Credit Control System/Voice Response System (LOCCS/VRS) to process requests for payments to grantees. Grant recipients fill out a voucher form for the applicable HUD program with all the necessary information prior to making a telephone call using a touch tone telephone to initiate the drawdown process. This information is required to obtain benefits under the U.S. Housing Act of 1937, as amended. The information requested does not lend itself to confidentiality.</p>					
1. Voucher Number <b>099-729618</b>	2. LOCCS Pgrm Area <b>OFND</b>	3	4		
5. Voice Response No. <b>00000-00000</b>	6. Grantee Organization <b>HA DEERFIELD BEACH</b>				
8. Grant or Project No. <b>FL081-08100114D</b>	6a. Grantee Organization TIN <b>59-1823378</b>				
<b>Budget Line Item</b>	<b>Name</b>	<b>Authorized</b>	<b>Disbursed</b>	<b>Available Balance</b>	<b>Voucher Amount</b>
<b>1000</b>	<b>Operating Subsidy</b>	<b>356,642.00</b>	<b>356,642.00</b>	<b>0.00</b>	<b>39,627.00</b>
<b>Total:</b>		<b>356,642.00</b>	<b>356,642.00</b>	<b>0.00</b>	<b>39,627.00</b>
<p>I certify the data reported and funds requested on this voucher are correct and the amount requested is not in excess of immediate disbursement needs for this program. In the event the funds provided become more than necessary, such excess will be promptly returned, as directed by HUD.</p>					
11. Name & Phone Number of Person completing this form  <b>NADINE JARMON</b>		12. Name & Title of Authorized Signatory			
		13. Signature		14. Date of Request <b>08-12-2014</b>	
<p><b>Warning:</b> HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.; 31 U.S.C. 3729, 3802)</p> <p><b>Privacy Statement:</b> Public Law 97-255, Financial Integrity Act, 31 U.S.C. 3512, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions. The purpose of the data is to safeguard the Line of Credit Control System (LOCCS) from unauthorized access. The data are used to ensure that individuals who no longer require access to LOCCS have their access capability promptly deleted. Failure to provide the information requested on the form may delay the processing of your approval for access to LOCCS. While the provision of the SSN is voluntary, HUD uses it as a unique identifier for safeguarding the LOCCS from unauthorized access. This information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.</p>					
form HUD-50080-OFND-a (4/2000)					

This Payment Request was **APPROVED...**



**Deerfield Beach Housing Authority**  
**Public Housing Budget - Income Statement**  
**For the period ending July 31, 2014**  
**Unaudited**

	<b>Budget</b>		<b>Actual</b>	<b>Variance</b>	<b>%</b>	
	<b>Annual</b>	<b>YTD</b>	<b>Rev/Exp</b>		<b>of budget</b>	<b>Comment</b>
<b>Revenue</b>						
HUD subsidy/grants	351,880	293,233	383,946	90,713	109%	
Dwelling rents	547,997	456,664	499,593	42,929	91%	
HUD Capital Grants		0	0	-	0%	
Other tenant revenue	35,000	29,167	13,520	(15,647)	39%	
FSS escrow forfeitures (fraud recovery)		0	0	-	0%	
Interest Income	500	417	157	(259)	31%	
Other revenue	20,000	16,667	165	(16,502)	1%	
Gain (loss) on sale of fixed assets		0	0	-	0%	
<b>Total Revenue</b>	<b>955,377</b>	<b>796,148</b>	<b>897,381</b>	<b>101,233</b>	<b>94%</b>	
<b>Operating Expenditures</b>						
Administrative	519,539	432,949	510,862	(77,913)	98%	Audit/Accounting Cost; 3 pay periods
Resident Services	15,000	12,500	16,580	(4,080)	111%	
Utilities	107,000	89,167	110,737	(21,570)	103%	Increase for Summer
Ordinary maintenance	351,060	292,550	347,945	(55,395)	99%	
Insurance	143,000	119,167	148,340	(29,173)	104%	Premium Increase
Collection loss	0	0	0	-	0%	
Other general expense	34,052	28,377	8,500	19,877	25%	
<b>Total Operating Expenditures</b>	<b>1,169,651</b>	<b>974,709</b>	<b>1,142,963</b>	<b>(168,254)</b>	<b>98%</b>	
<b>Other Expenditures</b>						
Extraordinary maintenance		0		-	0%	
Casualty losses		0		-	0%	
Housing assistance payments		0		-	0%	
<b>Total Other Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>0%</b>	
<b>Total Expenditures</b>	<b>1,169,651</b>	<b>974,709</b>	<b>1,142,963</b>	<b>(168,254)</b>	<b>98%</b>	
<b>Excess (deficiency) of total revenue over (under) expenses</b>						
	<u>(214,274)</u>	<u>(178,562)</u>	<u>(245,582)</u>	<u>(67,021)</u>		
Capital Outlay	4,000	3,333	0	3,333	0%	
Operating Transfer	215,674	215,674	215,674	-	100%	

<i>HAP Reserve Net (Increase) /decrease</i>	<i>0</i>	<i>0</i>	<i>0</i>	-	0%
<hr/>					
<b>Net cash increase (used) in operations</b>	<u><u><i>5,400</i></u></u>	<u><u>40,446</u></u>	<u><u><i>(29,908)</i></u></u>	<u><u>(63,687)</u></u>	
<b>Depreciation</b>	<u><u><i>296,384</i></u></u>	<u><u>246,987</u></u>	<u><u><i>246,987</i></u></u>	<u><u>(0)</u></u>	<u><u>83%</u></u>



**Deerfield Beach Housing Authority**  
**Capital Fund Budget - Income Statement**  
**For the period ending July 31, 2014**  
 Unaudited

	Budget Annual	Month/YTD	Actual Rev/Exp	Variance	% of budget	Comment
<b>Revenue</b>						
HUD subsidy/grants		0	0	-		
Dwelling rents		0	0	-		
HUD Capital Grants	215,674	215,674	215,674	-	100%	
Other tenant revenue		0	0	-		
FSS escrow forfeitures (fraud recovery)		0	0	-		
Interest Income		0	0	-		
Other revenue		0	0	-		
Gain (loss) on sale of fixed assets		0	0	-		
<b>Total Revenue</b>	<b>215,674</b>	<b>215,674</b>	<b>215,674</b>	<b>-</b>	<b>100%</b>	
<b>Operating Expenditures</b>						
Administrative		0	0	-		
Resident Services		0	0	-		
Utilities		0	0	-		
Ordinary maintenance			0	-		
Insurance		0	0	-		
Collection loss		0	0	-		
Other general expense		0	0	-		
<b>Total Operating Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>		
<b>Other Expenditures</b>						
Extraordinary maintenance						
Casualty losses		0	0	-		
Housing assistance payments		0	0	-		
<b>Total Other Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>		
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>		
<b>Excess (deficiency) of total revenue over (under) expenses</b>	<b>215,674</b>	<b>215,674</b>	<b>215,674</b>	<b>-</b>	<b>0%</b>	
Capital Outlay	0	0	0	-	0%	
Operating Transfer	(215,674)	(215,674)	(215,674)	-	0%	
HAP Reserve Net (Increase) /decrease	0	0	0	-	0%	

*Net cash increase (used) in operations*

0

0

0

-

0%

*Depreciation*

0

0

0

-

0%





**Deerfield Beach Housing Authority**  
**Housing Voucher Program (S8) Budget - Income Statement**  
**For the period ending July 31, 2014**

Unaudited

	Budget Annual	YTD	Actual Rev/Exp	Variance	% of budget	Comment
<b>Revenue</b>						
HUD subsidy/grants	4,331,265	3,609,388	3,195,282	(414,106)	74%	
Dwelling rents		0	0	-	0%	
HUD Capital Grants		0	0	-	0%	
Other tenant revenue		0	0	-	0%	
FSS escrow forfeitures (fraud recovery)	5,000	4,167	0	(4,167)	0%	
Interest Income	200	167	217	50	108%	
Other revenue	9,500	7,917	49,053	41,137	516%	
Gain (loss) on sale of fixed assets		0	0	-	0%	
<b>Total Revenue</b>	<b>4,345,965</b>	<b>3,621,638</b>	<b>3,244,552</b>	<b>(377,085)</b>	<b>75%</b>	
<b>Operating Expenditures</b>						
Administrative	402,730	335,608	355,614	(20,006)	88%	Termination Pym
Resident Services		0	0	-	0%	
Utilities		0	0	-	0%	
Ordinary maintenance	931	776	46	730	5%	
Insurance	4,900	4,083	4,280	(197)	87%	
Collection loss		0	0	-	0%	
Other general expense	12,000	10,000	10,000	-	83%	
<b>Total Operating Expenditures</b>	<b>420,561</b>	<b>350,468</b>	<b>369,940</b>	<b>(19,472)</b>	<b>88%</b>	
<b>Other Expenditures</b>						
Extraordinary maintenance		12	0	12	0%	
Casualty losses		0	0	-	0%	
Housing assistance payments	3,933,922	3,278,268	2,921,114	357,155	74%	
<b>Total Other Expenditures</b>	<b>3,933,922</b>	<b>3,278,280</b>	<b>2,921,114</b>	<b>357,167</b>	<b>74%</b>	
<b>Total Expenditures</b>	<b>4,354,483</b>	<b>3,628,748</b>	<b>3,291,054</b>	<b>337,694</b>	<b>76%</b>	
<b>Excess (deficiency) of total revenue over (under) expenses</b>						
	<u>(8,518)</u>	<u>(7,110)</u>	<u>(46,501)</u>	<u>(39,391)</u>		
Payment on debt principal	0	0	0	-	0%	
Operating Transfer	0	0	0	-	0%	
HAP Reserve Net (Increase) /decrease	170,994	142,495	18,167	124,328	n/a	

<b>Net cash increase (used) in operations</b>	<u>162,476</u>	<u>135,385</u>	<u>(28,334)</u>	<u>84,937</u>	
<b>Depreciation</b>	<u>1,200</u>	<u>1,000</u>	<u>1,000</u>	<u>-</u>	<u>0%</u>



**Deerfield Beach Housing Authority**  
**Rental Assistance Demonstration (RAD) Budget - Income Statement**  
**For the period ending July 31, 2014**  
 Unaudited

	Budget Annual	Budget Month/YTD	Actual Rev/Exp	Variance	% of budget	Comment
<b>Revenue</b>						
HUD subsidy/grants		0	0	-		
Dwelling rents		0	0	-		
HUD Capital Grants		0	0	-		
Other tenant revenue		0	0	-		
FSS escrow forfeitures (fraud recovery)		0	0	-		
Interest Income		0	0	-		
Other revenue	100,829	100,829	100,829	-		
Gain (loss) on sale of fixed assets		0	0	-		
<b>Total Revenue</b>	<b>100,829</b>	<b>100,829</b>	<b>100,829</b>	<b>-</b>		
<b>Operating Expenditures</b>						
Administrative		0	0	-		
Resident Services		0	0	-		
Utilities		0	0	-		
Ordinary maintenance		0	0	-		
Insurance		0	0	-		
Collection loss		0	0	-		
Other general expense	100,829	100,829	100,829	-		
<b>Total Operating Expenditures</b>	<b>100,829</b>	<b>100,829</b>	<b>100,829</b>	<b>-</b>		
<b>Other Expenditures</b>						
Extraordinary maintenance		0	0	-		
Casualty losses		0	0	-		
Housing assistance payments		0	0	-		
<b>Total Other Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>		
<b>Total Expenditures</b>	<b>100,829</b>	<b>100,829</b>	<b>100,829</b>	<b>-</b>		
<b>Excess (deficiency) of total revenue over (under) expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>		
Capital Outlay	0	0	0	-		
Operating Transfer	0	0	0	-		
HAP Reserve Net (Increase) /decrease	0	0	0	-		

*Net cash increase (used) in operations*

000-

*Depreciation*

000-



**Deerfield Beach Housing Authority**  
**Skills Center Budget - Income Statement**  
**For the period ending July 31, 2014**  
**Unaudited**

	<b>Budget</b>		<b>Actual</b>	<b>Variance</b>	<b>%</b>	
	<b>Annual</b>	<b>YTD</b>	<b>Rev/Exp</b>		<b>of budget</b>	<b>Comment</b>
<b>Revenue</b>						
HUD subsidy/grants		0	0	-	0%	
Dwelling rents		0	0	-	0%	
HUD Capital Grants		0	0	-	0%	
Other tenant revenue		0	0	-	0%	
FSS escrow forfeitures (fraud recovery)		0	0	-	0%	
Interest Income	25	21	9	(12)	35%	
Other revenue	189,443	157,869	41,085	(116,784)	22%	Pending CDBG
Gain (loss) on sale of fixed assets		0	0	-	0%	
<b>Total Revenue</b>	<b>189,468</b>	<b>157,890</b>	<b>41,094</b>	<b>(116,796)</b>	<b>22%</b>	
<b>Operating Expenditures</b>						
Administrative	160,863	134,053	115,226	18,827	72%	
Resident Services	0	0	0	-	0%	
Utilities	8,600	7,167	11,919	(4,753)	139%	
Ordinary maintenance	12,460	10,383	20,112	(9,728)	161%	
Insurance	5,640	4,700	5,590	(890)	99%	
Collection loss	0	0	0	-	0%	
Other general expense	0	0	0	-	0%	
<b>Total Operating Expenditures</b>	<b>187,563</b>	<b>156,303</b>	<b>152,847</b>	<b>3,456</b>	<b>81%</b>	
<b>Other Expenditures</b>						
Extraordinary maintenance		0	0	-	0%	
Casualty losses		0	0	-	0%	
Housing assistance payments		0	0	-	0%	
<b>Total Other Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>0%</b>	
<b>Total Expenditures</b>	<b>187,563</b>	<b>156,303</b>	<b>152,847</b>	<b>3,456</b>	<b>81%</b>	
<b>Excess (deficiency) of total revenue over (under) expenses</b>	<b>1,905</b>	<b>1,588</b>	<b>(111,753)</b>	<b>(113,340)</b>		
Capital Outlay	0	0	0	-	0%	
Operating Transfer	0	0	0	-	0%	
HAP Reserve Net (Increase) /decrease	0	0	0	-	0%	

<b>Net cash increase (used) in operations</b>	<u>1,905</u>	<u>1,588</u>	<u>(111,753)</u>	<u>(113,340)</u>	
<b>Depreciation</b>	<u>29,610</u>	<u>24,675</u>	<u>24,675</u>	<u>-</u>	<u>0%</u>

## **Legal Updates**

## **New Business**



**Deerfield Beach Housing Authority****Resolution 2014-13**

**Resolution 2014-13:** A Resolution of the Deerfield Beach Housing Authority Board of Commissioners Approving the Deerfield Beach Housing Authority's Flat Rents for the Public Housing Program effective October 1, 2014 and authorizing an automatic Adjustment to not less than 80% of the Fair Market Ren (FMR) whenever new FMR's are published.

**WHERE AS,** the Deerfield Beach Housing Authority Board of Commissioners have reviewed the Deerfield Beach Housing Authority's Flat Rent Schedule (Exhibit A).

**BE IT RESOLVED,** that the Deerfield Beach Housing Authority Board of Commissioners have approved the Deerfield Beach Housing Authority's Flat Rents schedule (Exhibit A) and the Deerfield Beach Housing Authority be directed to adjust the future Flat Rent Schedule to not less than 80% of new Fair Market Rents when they are published. Passed and adopted on the 20<sup>th</sup> day of August, 2014.

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Anthony Pelt  
DBHA Chairman

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Nadine Jarmon, PhD  
Executive Director

EXHIBIT A**PUBLIC HOUSING FLAT RENTS**

Effective October 1, 2014

**THE PALMS OF DEERFIELD BEACH APARTMENTS (52 and older site)**

<b>Bedroom Size</b>	<b>Fair Market Rents</b>	<b>Current Flat Rents</b>	<b><u>NEW</u> Flat Rents – 80% of FMR</b>
0 BEDROOM	\$762	\$470	\$608
1 BEDROOM	\$992	\$520	\$794

**STANLEY TERRACE APARTMENTS**

<b>Bedroom Size</b>	<b>Fair Market Rents</b>	<b>Current Flat Rents</b>	<b><u>NEW</u> Flat Rents – 80% of FMR</b>
2 BEDROOM	\$1,260	\$650	\$1,008
3 BEDROOM	\$1,797	\$780	\$1,438



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-5000

ASSISTANT SECRETARY FOR  
PUBLIC AND INDIAN HOUSING

MAR 20 2014

Dear Executive Director:

Subject: Implementation of the New Flat Rent Provision

On January 17, 2014, the President signed the Department of Housing and Urban Development Appropriations Act, 2014 (2014 Appropriations Act). Section 210 of that act amended the United States Housing Act of 1937 to create new rules for flat rents for public housing residents. Section 210 requires PHAs to comply with the new requirements by June 1, 2014.

Section 243 of the 2014 Appropriations Act gives HUD the authority to implement requirements for the new flat rent provision by notice, followed by rulemaking. However, while HUD is drafting the notice, this letter responds to inquiries from public housing agencies (PHAs) on how PHAs may prepare for implementation of the flat rent requirements by the statutory deadline.

The 2014 Appropriations Act requires PHAs to establish flat rents at no less than 80 percent of the fair market rent (FMR). Given this requirement, HUD recommends PHAs begin preparation for the change by comparing their current flat rent schedule to the applicable FMR to determine if the flat rents are at or below the 80 percent threshold. If the current flat rent is at or above the threshold, the PHA is already in compliance and will not need to revise the flat rent schedule. However, if the current flat rent is below the threshold, the PHA will need to revise its flat rent schedule to at least 80 percent of FMR by June 1, 2014.

PHAs that need to revise the flat rent schedule may find that such a change is a significant amendment to their PHA Annual Plan. If this determination is made, HUD recommends that PHAs begin discussing this matter with their Boards of Commissioners and planning for the public hearing that is required of significant amendments. In the forthcoming notice, HUD intends to provide a streamlined process to PHAs, including a template for significant amendment language, which is designed to expedite HUD approval of all significant amendments.

HUD intends to give PHAs the discretion to apply the new flat rent schedule to a family's next annual rent option or annual reexamination. Additionally, the statute limits annual flat rent increases to 35 percent of the existing flat rent amount. Although federal law protects families who would see increases in rent due to changes to the flat rent requirements, HUD recommends that PHAs begin examining any state or local law that limits the amount of annual rent increases. Such an examination may yield information to guide a PHA in implementing any flat rent increases.

HUD will continue to review program requirements to determine where other flexibilities exist that will enable PHAs to meet the needs of their local communities. These flexibilities will be included in the forthcoming implementation notice as well as in the proposed rulemaking that

# **NOTICE TO RESIDENTS**

August 8, 2014

## **RE: FLAT RENT CHANGES**

As discussed in our July 11<sup>th</sup>, 2014 Annual/5 Year Plan Resident Meeting, Flat Rents are scheduled to increase per HUD's mandated notice (PIH 2014-12) effective **October 1, 2014**. Please note changes will take effect per your annual recertification. In other words, everyone on Flat Rent will **NOT** be affected October 1<sup>st</sup>, 2014. Please note while the below numbers reflect the new Flat Rents if the new amounts exceed 35% of your current flat rent amount then the new flat rent amount shall be phased in as necessary not to exceed 35% annually.

<b>Bedroom Size</b>	<b>Fair Market Rents</b>	<b>Current Flat Rents</b>	<b><u>NEW</u> Flat Rents</b>
0 BEDROOM	\$762	\$470	\$608
1 BEDROOM	\$992	\$520	\$794
2 BEDROOM	\$1,260	\$650	\$1,008
3 BEDROOM	\$1,797	\$780	\$1,438

Thank you,  
Management

**Deerfield Beach Housing Authority****Resolution 2014-14**

**Resolution 2014-14:** A Resolution of the Deerfield Beach Housing Authority Board of Commissioners adopting changes to the Deerfield Beach Housing Authority **Section 3 Plan**.

**WHEREAS**, the Deerfield Beach Housing Authority has developed a Section 3 Plan in adherence to 24 CFR, Part 135 that comprehensively addresses the standards and procedures prescribed in the Act; and

**WHEREAS**, the Deerfield Beach Housing Authority Board of Commissioners has reviewed the attached recommended change to the Section 3 Plan (Exhibit B);

**BE IT RESOLVED THAT** the Deerfield Beach Housing Authority Board of Commissioners has approved and adopted changes to the Deerfield Beach Housing Authority Section 3 Plan, on this **20<sup>th</sup> day of August, 2014.**

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Anthony Pelt  
DBHA Chairman

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Nadine Jarmon, PhD  
Executive Director

EXHIBIT B



SECTION THREE PLAN

Adopted: August 20, 2014

In accordance with the US Department of Housing and Urban Development's  
Office of Economic Opportunity and Fair Housing Equal Opportunity Standards

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Exhibit 1: Section 3 Special Conditions for Competitive Bids

Exhibit 2: Section 3 Opportunities Plan

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Exhibit 5: Certification for Business Concerns Seeking Section 3 Preference in Contracting and  
Demonstration of Capability

Exhibit 6: Contractor Section 3 Compliance

**General Policy Statement**

It is the policy of the Deerfield Beach Housing Authority to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The Deerfield Beach Housing Authority implements this policy through the competitive bidding process by awarding additional points to contractors and vendors that certify to create employment and business opportunities for residents of the Deerfield Beach Housing Authority and other qualified low- and very low-income persons residing in the surrounding communities, or who certify to satisfy Section 3 requirements either by providing training to the same target residents, or by contributing to the DBHA Resident Educational/Training Fund which benefits DBHA residents.

The Deerfield Beach Housing Authority encourages all contractors and vendors, irregardless of the Section 3 threshold, to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of federal funds to low and very-low income persons, and business concerns owned by low and very-low income persons, or businesses which employ low and very-low income persons.

The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of Deerfield Beach Housing Authority residents and other eligible persons and business concerns working on contracts partially or wholly funded with Federal funds.



**Section 3 Purpose**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the Deerfield Beach Housing Authority to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development's (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other very low or low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to very low and low income persons.

**Section 3 Contracting Policy and Procedure**

The Deerfield Beach Housing Authority will incorporate the Section 3 Plan in its existing Procurement Policy. Section 3 Special Conditions will be included in all competitive bids generated for use with Federal funding, and advertised as such. (See Exhibit 1)

All contractors/businesses seeking Section 3 preference must before submitting bids/proposals to the Deerfield Beach Housing Authority be required to complete a Section 3 Opportunities Plan (Exhibit 2 ) which demonstrates the Contractor's commitment to comply with Section 3 requirements, and specifically in which way they plan to comply with Section 3. The Section 3 Opportunities Plan will be utilized during the Bid scoring process.

Contract awards will include a Section 3 Contract Clause by which the Contractor will acknowledge the contract's Section 3 contracting and employment provisions, commitment to provide quarterly Section 3 Status Reports to the DBHA and consequences for non-compliance. The Contractor must make honest attempts to honor the Section 3 Opportunities Plan submitted with their Bid. Attempts shall be well documented and will be monitored. Failures to reach threshold goals shall be explained in quarterly Section 3 Status Reports.

The existing Procurement Policy also contains goal requirements for awarding contracts to Small Disadvantaged Businesses, formerly Minority and Women Business Enterprises (M/WBE), which will be utilized during the Bid scoring process. These requirements are separate from Section 3 requirements and will be monitored as such.

### **Section 3 Numerical Goals**

The Deerfield Beach Housing Authority has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 135.30 – Numerical goal for meeting the greatest extent feasible requirement).

The numerical goals are:

- Ten percent (10%) of the aggregate number of new hires in any fiscal year for each year of a covered Section 3 project.
- Twenty-five (25%) of the total contract amount subcontracted to the Section 3 Business Concerns.
- Provide on the job training opportunities to Section 3 residents in an amount equal to ten percent (10%) of the aggregate number of employees in any fiscal year for each year of a covered Section 3 project.
- Ten percent (10%) of the total contract amount contribute to the DBHA Resident Educational/Training Fund.

New hires and trainees may be combined to reach the aggregate 10% threshold.

It is the responsibility of contractors to implement proactive efforts to attain Section 3 compliance. Contractors will be responsible for compiling and submitting quarterly Section 3 Compliance Reports for the duration of the project. (See Exhibit 4) Any contractor that does not meet the Section 3 numerical goals must demonstrate *why* meeting the goals were not feasible. The failure of a Contractor to comply with the Section 3 contract clause shall be a material breach of contract.

**Identification of Section 3 Residents and Eligible Program Participants**

The Deerfield Beach Housing Authority will assist the Contractor in its efforts to identify and hire Section 3 Residents by posting Section 3 Employment Opportunities at its sites.

- It will be the responsibility of the Contractor to be proactive in advertising Section 3 Employment and Section 3 Business Opportunities to low and very low income eligible residents and Section 3 Business Concerns in the surrounding community.
- Residents or other interested low and very-low income persons who meet Section 3 eligibility guidelines will be directed to the Contractor.
- To receive credit for new hires, individuals recruited for training, and Section 3 Business Concerns, the Contractor must utilize one of two forms and submit them to the Deerfield Beach Housing Authority with Quarterly Reports as applicable.

These forms are:

1. Certification for Resident Seeking Section 3 Preference in Training and Employment (Exhibit 5) – or –
2. Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability (Exhibit 6)

**Internal Section 3 Complaint Procedure**

In an effort to resolve complaints generated due to non-compliance through an internal process, the Deerfield Beach Housing Authority encourages submittal of such complaints to its Section 3 Coordinator as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR 135.
- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The Section 3 Coordinator will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- The Section 3 Coordinator will provide written documentation detailing the findings of the investigation to the Deerfield Beach Housing Authority. The Deerfield Beach Housing Authority will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of a complaint.

If complainants wish to have their concerns considered outside of the Deerfield Beach Housing Authority a complaint may be filed with:

Assistant Secretary for Fair Housing and Equal Opportunity  
United States Department of Housing and Urban Development  
451 Seventh Street, SW  
Washington, DC 20410

The complaint should be received no later than 180 days from the date of the action or omission upon which the complaint is based.

### **Definitions**

**Contractor** - any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

**Employment Opportunities Generated by Section 3 Covered Assistance** - All employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**Low-income person** - families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

**New Hires** - full-time employees for permanent, temporary or seasonal employment opportunities.

**Recipient** - any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**Section 3** - Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 Business Concern** - A business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed. Business concerns that are 51% or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees. -or- Business concerns that are 51% or more owned by residents of the Authority's public housing development(s) other than the housing development where the work is to be performed; or whose full-time permanent workforce includes 30% of these persons as employees. - or - Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 business); or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

**Section 3 Clause** - the contract provisions set forth in Section 135.38.

**Section 3 Covered Project** - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance in an amount over \$200,000.

**Section 3 Resident** - a public housing resident or an individual who resides in the county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

**Subcontractor** - any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

**Very low-income person** – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

**Exhibit 1****SECTION 3 SPECIAL CONDITIONS  
FOR COMPETITIVE BIDS**

These Special Conditions represent the Deerfield Beach Housing Authority's efforts to enhance the hiring/training of its residents as well as low and very low individuals in the community. These initiatives are also designed to set the requirements for the utilization of Section 3 Business Concerns in the community. Contractors must make honest attempts to honor the Section 3 Opportunities Plans they submit with Bids. Attempts must be well documented and will be monitored.

**1. Procurement Documents**

- For RFBs, each bidder/proposer must include a Section 3 Opportunities Plan in their Bid which indicates its commitment (in %) to satisfy the Section 3 Requirements set forth below.
- If a bidder/proposer fails to submit a Section 3 Opportunities Plan and the related data along with the bid/proposal, such bid/proposal will not receive Section 3 allocated points during the scoring process for the Bid.
- Section 3 requirements are separate from those related to utilization of Small Disadvantaged Businesses
- During the pre-bid conference, the objective shall be to impact the following critical information to the contractor prior to the development and receipt of Bids: Davis-Bacon, Minority and Women Owned Business Participation and Section 3 Requirements, Definition of Income Limits for Section 3 Eligibility

**2. Section 3 Requirements**

Contractors may fulfill Section 3 requirements through one of the following four ways:

- Ten percent (10%) of the aggregate number of new hires in any fiscal year for each year of a covered Section 3 project
- Twenty-five (25%) of the total contract amount subcontracted to Section 3 Business Concerns.
- Provide on the job training opportunities to Section 3 residents in an amount equal to ten percent (10%) of the aggregate number of employees in any fiscal year for each year of a covered Section 3 project.
- Ten percent (10%) of the total contract amount contributed to the DBHA Resident Educational/Training Fund.

**3. Enforcement**

- For the purposes of enforcement of Section 3, the Deerfield Beach Housing Authority will include a Section 3 Clause in all Contracts.
- It is the responsibility of contractors to implement proactive efforts to attain Section 3 compliance. Contractors will be responsible for compiling and submitting quarterly Section 3 Compliance Reports for the duration of the project. (See Exhibit 4). Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible.
- The failure of a Contractor to comply with the Section 3 contract clause shall be a material breach of contract.



**Exhibit 2****SECTION 3 OPPORTUNITIES PLAN****INSTRUCTIONS FOR COMPLETING THE SECTION 3 OPPORTUNITIES PLAN**

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

The Section 3 Opportunities Plan is to be completed for service and professional contracts. There are four (4) ways in which Section 3 can be fulfilled. Bidders shall reference income limits contained in the Bid for definition of very low to low income.

- 1) Subcontract or joint venture with a resident owned business in the amount of 25% of the total contract amount. The business must be 51% or more owned by very low to low income persons in the surrounding community, or Deerfield Beach Housing Authority public housing residents, or subcontractor/joint venture with a business that employs full-time, 30% or more very low to low income persons. (Employee incomes will be verified for Section 3 compliance)
- 2) Direct hiring of Deerfield Beach Housing Authority's public housing residents and/or low and very low-income neighborhood residents, in the amount of 10% of all new hires for each year work is performed.
- 3) Incur the cost of providing skilled training for Deerfield Beach Housing Authority's public housing residents and/or low and very low-income neighborhood residents, in the amount of 10% of all hires for each year work is performed.
- 4) Contribute to the Deerfield Beach Housing Authority resident educational fund in an amount equal to 10% of the total contract amount.

If a prime contractor is unable to satisfy the resident hiring requirements stated above, the requirements may be satisfied through any subcontractors that may be involved in the project.

The Section 3 Opportunities Plan that is submitted with the RFQ/RFP/IFB and the final copy that is submitted to the Section 3 Coordinator must be signed and include the title of person executing the plan.

**Exhibit 2****SECTION 3 OPPORTUNITIES PLAN**

**The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. One option has to be selected, however, the Contractor may select more than one option.**

**(Option 1) – Section 3 Business Concerns**

The Contractor has identified \_\_\_\_\_ Section 3 resident owned business(es) or \_\_\_\_\_ business(es) in the surrounding community which employs 30% or more Section 3 residents to comply with its Section 3 requirements. If selecting this option, the Contractor will be required to submit additional employee information and income certification upon contract award.

**1. Name of Business:** (attached business occupational license to this form)

\_\_\_\_\_ Date incorporated: \_\_\_\_\_

# of full-time employees \_\_\_\_\_ # employees classified as very low or low income \_\_\_\_\_

**2. Name of Business:** (attached business occupational license to this form)

\_\_\_\_\_ Date incorporated: \_\_\_\_\_

# of full-time employees \_\_\_\_\_ # employees classified as very low or low income \_\_\_\_\_

**(Option 2)**

The Contractor hereby submits the information below to identify employment opportunities for public housing residents and low and very low-income area residents, during the term of the contract.

The Contractor affirms that the jobs identified shall be for full-time, meaningful employment that may or may not be related to the scope of services. (eg) office workers, drivers

The Contractor has committed to employ the following positions in order to comply with its Section 3 requirements.

Job Title	# of anticipated Full Time Employees in this job title required to complete the job	# current employees in this job title the Contractor will assign to this job	# new hires needed for this position to complete contract	# new hires Contractor will offer to eligible Section 3 residents over the duration of the contract

**(Option 3)**

The Contractor hereby submits the information below to certify that the Contractor has a training program in place, and the availability of full-time training opportunities for public housing residents and low and very low-income area residents during the term of the contract. Contractor incurs the cost of all training opportunities. Section 3 eligible residents are to be compensated for their time.

Reminder: Davis Bacon Wage Decisions contain no "Trainee" designation. All training opportunities must be listed under the trade in which they are training, (eg) carpenter, plumber, electrician. Trainees cannot be listed under laborer unless that is the true character of their training. Trainees must be paid at least the prevailing wage rate for their specific trade.

Job title for training opportunity	# of training opportunity positions in this job title Contractor commits to offer to eligible Section 3 residents

**(Option 4)**

The Contractor hereby certifies to contribute 10% of the total dollar amount of the contract to the DBHA Resident Educational/Training Fund in order to fulfill its Section 3 requirements. The Contractor further understands that this 10% will be held in additional retainage and transferred to the fund upon contract completion.

Total contract amount	10% contribution

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**Contractor Certification**

I certify that I will comply with Section 3 requirements in accordance with 24 CFR 135.1, in the manner explained above. I will comply according to option (s) \_\_\_\_\_. I am aware that my compliance will be monitored by the DBHA and shared with the US Department of HUD, and that further documentation will be required upon contract award. I agree to provide all such documentation. I certify that I will complete and submit quarterly Section 3 Compliance Reports to the DBHA for the duration of the contract. I understand that it is the sole responsibility of the Contractor to proactively and independently identify DBHA residents, very low to low residents and Section 3 Business Concerns. I understand that failure to comply with the Section 3 contract clause will be deemed a breach of contract. I understand that an additional retainage equal to 10% of the total dollar amount of the contract will be held by the DBHA.

I agree that in the event I fail to comply with option 1,2,or 3, option 4 will be automatically applied and the 10% retainage will be contributed to the DBHA Resident Educational /Training Fund at the time of contract completion. In the event option 1, 2 or 3 was not complied with at all during the contract period, to get credit for option 1,2, or 3, prior to contract end, any Section 3 eligible employee, trainee or business must have been in place for a period of two months prior to the end of the contract.

Date: \_\_\_\_\_

**Contractor**

(print name) \_\_\_\_\_

signature) \_\_\_\_\_

Company Seal

### **Exhibit 3**

#### **Section 3 Contract Clause**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (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 contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative or workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**Exhibit 4*****Certification for Resident Seeking Section 3 Preference in Training and Employment***

A section 3 resident seeking preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5.

All residents of Deerfield Beach Housing Authority developments qualify as Section 3 residents. Additionally, individuals residing in the Broward County who meet the Income Guidelines set forth below, can also qualify for Section 3 status.

I, \_\_\_\_\_, am a legal resident of the Deerfield Beach Housing Authority or Broward County and meet the income eligibility guidelines for a low- or very-low-income person.

My permanent address is:

\_\_\_\_\_  
\_\_\_\_\_

**I have attached the following documentation as evidence of my status:**

☐ Copy of lease      ☐ Proof of current residency      ☐ Photo ID

**I certify that my income for my household size is less than:**

Household Size	Very Low	Low
1 person	\$25,100	\$40,150
2 people	\$28,650	\$45,850
3 people	\$32,250	\$51,600
4 people	\$35,800	\$57,300
5 people	\$38,700	\$61,900
6 people	\$41,550	\$66,500
7 people	\$44,400	\$71,100
8 people	\$47,300	\$75,650

\* Income Limits updated 12/01/2011

Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**Exhibit 5**

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3  
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Type of Business:                      ☐ Corporation                      ☐ Partnership  
                                                  ☐ Sole Proprietorship                      ☐ Joint Venture

Attached is the following documentation as evidence of status:

**For Business claiming status as a Section 3 resident-owned enterprise:**

- ☐ Copy of resident lease    ☐ Copy of receipt of public assistance  
☐ Copy of evidence of participation in a public assistance program

**For business entity as applicable:**

- ☐ Copy of Articles of Incorporation                      ☐ Partnership Agreement  
☐ List of owners/stockholders                      ☐ Corporation Annual Report  
☐ Copy of Occupational License

**For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:**

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- ☐ List of all current full-time employees  
☐ List of employees claiming Section 3 status less than 3 years from day of employment  
☐ PHA/IHA Residential lease less than 3 less than 3 years from date of employment  
☐ Other evidence of Section 3 status

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ List of all contracts for the past two years

\_\_\_\_\_  
 Authorizing Name and Signature (Corporate Seal)

Attested by: \_\_\_\_\_

## Exhibit 6



## Contractor Section 3 Compliance

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1. **Section 3** of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the Deerfield Beach Housing Authority to ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.
2. **All contracts and sub-contracts for this project are subject to Section 3 compliance. There is no dollar threshold. A Contractor can fulfill Section 3 requirements through subcontracting to a Section 3 Business Concern.**
3. A Section 3 Business concern is a business that can demonstrate; 51% ownership by Section 3 residents or 30% FT employees that are current Section 3 residents or within three years from date of first employment were Section 3 residents.
4. Section 3 is separate from the Minority Business Enterprise/Women Business Enterprise program, currently the Small Disadvantaged Business program. The DBHA will monitor MBE compliance separately.

requirements through a Section 3 business concern. Again, fax this documentation to Dr. Nadine Jarmon, Executive Director (954) 425-8450.



## **Frequently Asked Questions and Answers About**

### **Section 3 of the Housing & Urban Development Act of 1968**

#### **General Questions**

#### **Applicability**

#### **Consistency with Other Laws**

#### **Recipient Responsibilities**

#### **Section 3 Preference**

#### **Economic Opportunities/Numerical Goals**

#### **Recordkeeping and Reporting**

#### **Section 3 Complaints**

### **GENERAL QUESTIONS**

#### **1. What is Section 3?**

Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.

#### **2. What does the term “Section 3 resident” mean?**

A “section 3 resident” is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

#### **3. What does the term Section 3 Business Concern mean?**

Section 3 business concerns are businesses that can provide evidence that they meet one of the following:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its fully time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or

- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

4. How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise programs?

Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income-level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

Please contact HUD's Office of Small and Disadvantaged Business Utilization at 202-708-1428, to learn more about these programs.

5. How is "low-income" determined?

The term "low-income" is used in the Section 3 regulation to include both low- and very low-income individuals. Local income levels can be obtained online at: <http://www.huduser.org/DATASETS/il.html>.

6. Define "metropolitan area" and "Non-metropolitan County."

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget. Non-metropolitan County means any county outside of a metropolitan area.

7. What is a "new hire"?

A new hire means a full-time employee for a new permanent, temporary, or seasonal position that is created during the expenditure of Section 3 covered financial assistance.

8. What is a Section 3 covered project?

A Section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

9. Who is considered a recipient of Section 3 funding?

A recipient is any entity which receives Section 3 covered assistance, directly from HUD or from another recipient. It does not include contractors or any ultimate beneficiary under the HUD program to which Section 3 applies.

10. Is a non-profit organization considered a “business” for the purposes of Section 3?

Yes. A non-profit organization is a legitimate business. The non-profit organization must meet the criteria of a Section 3 business concern as defined in 24 CFR Part 135.5 in order to receive Section 3 preference.

11. What is a Service Area?

The Service area is the geographical area in which the persons benefiting from the Section 3 covered project reside. The Service Area shall not extend beyond the unit of local government in which the Section 3 covered financial assistance is expended.

## **APPLICABILITY**

12. What is Section 3 covered assistance?

- Public and Indian housing development, operating or capital funds; or
- Other housing assistance and community development assistance expended for housing rehabilitation, housing construction or other public construction projects, such as: CDBG, HOME, 202/811, Lead-Based Paint Abatement, etc.

13. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?

Public Housing Authorities regardless of size or number of units

Section 3 also applies to recipients of \$200,000 or more of the following Housing and/or Community Development financial assistance:

- HOPE VI funding
- Community Development Block Grant (CDBG) funding
- Community Development Block Grant Programs for Indian Tribes and Alaska Native Villages
- HOME Investment Partnership funding
- Self-Help Homeownership Opportunity Programs
- Economic Development Initiatives assistance
- Brownfields Economic Development Initiatives

- Continuum of Care Homeless Assistance Programs
- Housing Opportunities for Persons with AIDS
- Section 202 Supportive Housing for the Elderly
- Section 811 Supportive Housing for Persons with Disabilities
- Assisted Living Conversion Program
- Lead Hazard Control Grants
- Healthy Homes and Lead Technical Studies
- Healthy Homes Demonstration Programs

**\*Note:** The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact the Economic Opportunity Division at [section3@hud.gov](mailto:section3@hud.gov) to determine applicability to a particular project/activity.

**14. Are Section 8 ONLY Housing Authorities exempt from the requirements of Section 3?**

Yes. Since Section 8 ONLY Housing Authorities do not utilize any of the financial assistance described above, they are exempt from the requirements of Section 3. However, compliance with Section 3 is encouraged.

**15. What are funding thresholds and how do they apply to Section 3 covered financial assistance?**

Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are **no thresholds for Public Housing Authorities (PHAs)**. The requirements of Section 3 apply to all PHAs regardless of the amount of assistance received from HUD.

The requirements of Section 3 apply to recipients of Housing and Community Development assistance that invest \$200,000 or more into projects/activities involving housing construction, rehabilitation, or other public construction.

**16. What dollar threshold amounts apply to contractors/subcontractors?**

All contracts (or subcontracts) funded with Public and Indian Housing assistance (regardless of the dollar amount or the type of contract) is subject to the requirements of Section 3.

With respect to recipients of Housing and/or Community Development funding, all contractors (or subcontractors) receiving covered funds in excess of \$100,000 to complete projects involving housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3.

17. What responsibilities do contractors/subcontractors have if they receive Section 3 covered financial assistance?

If the contractor/subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to contractors and subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the contractor/subcontractor must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

18. Do the Section 3 requirements apply to HUD's procurement activities?

No. Section 3 covered contracts do not include contracts awarded under HUD's procurement programs, which are governed by the Federal Acquisition Regulation System.

19. Are maintenance projects covered by Section 3?

Yes, but only for projects using funding that is provided for the operation, development, or modernization of Public Housing Authorities.

Extensive rehabilitation (i.e., complete renovation of one or more livable units) activities are covered by Section 3 for all covered programs.

20. Does reduction and abatement of lead-based paint hazards constitute housing rehabilitation?

Yes, reduction and abatement of lead-based paint hazards does constitute housing rehabilitation and is covered by Section 3.

21. Are professional service contracts covered under Section 3?

Yes, the term "Section 3 covered contract" includes professional service contracts provided that the work to be performed is generated by the expenditure of Section 3 covered Public and Indian housing assistance, or for work arising in connection with projects involving housing rehabilitation, housing construction, or other public construction.

21. Does Section 3 apply to hiring by a CDBG-Entitlement recipient?

Yes. If the recipient intends to use its HUD allocation to hire additional staff person(s) to perform work related to housing construction, rehabilitation, or other public construction, then the position(s) is covered by Section 3. However, if the local municipality uses a civil servant applicant process to

hire new employees, compliance with the requirements of Section 3 may not be feasible.

22. For community development and other housing assistance, do the thresholds apply to the total amount of HUD assistance received or the amount of funds invested into Section 3 covered projects/activities?

The threshold applies to the amount of funds invested into Section 3 covered projects/activities. Example: the City of Hilltop, receives \$210,000 through the State CDBG program. The funds will be used as follows:

- a. Housing rehabilitation- \$180,000;
- b. micro-enterprise revolving loan fund- \$20,000; and
- c. Fair housing counseling- \$10,000.

Hilltop is not subject to Section 3 requirements because only \$180,000 is spent for Section 3 covered activities, and the remaining \$30,000 is not used for construction, rehabilitation, or other public construction. Therefore, the \$200,000 threshold is not met. However, the city must still submit a Section 3 annual summary report (form 60002) to HUD headquarters.

23. Are contracts cumulative for reaching the Section 3 threshold? For example, a recipient agency receives \$800,000 in HOME Investment Partnership funds. The recipient awards contracts for single housing rehabilitation on a rotating basis from a list of qualified contractors. One contractor receives three contracts (\$36,000; \$50,000; and \$20,000) with a cumulative total of \$106,000 for three different projects within a twelve month period. Is that contractor covered by Section 3?

No, contracts for Section 3 covered projects are not cumulative.

The requirements of Section 3 apply to contractors and subcontractors performing work on a Section 3 covered project for which the amount of the assistance exceeds \$200,000; and each contract or subcontract exceeds \$100,000.

### **CONSISTENCY WITH OTHER LAWS**

24. Does Section 3 apply to other State/local laws?

Compliance with Section 3 shall be achieved to the greatest extent feasible, and consistent with local laws and regulations.

25. What is the relationship between Section 3 and Minority Business Enterprises (MBEs)?

“Minority business enterprise” (MBE) means a business enterprise that is owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.

Section 3 preferences are not tied to race or ethnic origin of the owner. A minority business enterprise must provide evidence that it meets at least one criterion of a Section 3 business outlined above in order to receive preference under Section 3. However, the Department anticipates that Section 3 will serve to support, and not impede, contract opportunities for minority business enterprises.

The MBE designation may provide preferences promoted by other statutes and regulations, such as goals for MBEs, and other socially and economically disadvantaged businesses. Additional information about the MBE program can be obtained by calling the Office of Small and Disadvantaged Business Utilization at 202-708-1428.

### **RECIPIENT RESPONSIBILITIES**

26. What are the responsibilities of recipient agencies under Section 3?

Recipients are required to ensure their own compliance **and** the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR § 135.32.

27. Are funds provided to recipients that comply with the requirements of Section 3?

No. There is no need for funds to be provided to ensure Section 3 compliance because the Section 3 requirements are only triggered **when** new jobs and/or contracting opportunities are created during the completion of covered projects/activities.

28. Does Section 3 **require** that the expenditure of HUD financial assistance result in the creation of training, employment, and contracting opportunities?

Recipient agencies are not required to create jobs or contracts for Section 3 residents and business concerns simply for the sake of creating them. Section 3 requires that **when** employment or contracting opportunities are generated because a project or activity undertaken by a recipient of covered HUD

financial assistance necessitates the employment of additional personnel through individual hiring or the awarding of contracts, the recipient must give preference in hiring to low- and very low- income persons and/or businesses owned by these persons or that substantially employ these persons.

29. Are Section 3 residents or business concerns guaranteed employment or contracting opportunities under Section 3?

No. Section 3 residents must demonstrate that they meet the qualifications for new employment opportunities created as a result of the expenditure of covered assistance.

Section 3 business concerns must submit evidence to the satisfaction of the party awarding the contract to demonstrate that they are responsible firms and have the ability to perform successfully under the terms and conditions of the proposed contract.

30. Are recipients and contractors required to provide long- term employment opportunities, and not simply seasonal or temporary employment/

Recipients and contractors are required, to the extent feasible, to direct all employment opportunities to low- and very low-income persons- including seasonal and temporary employment opportunities.

Employment goals are based on “new hires”, which is defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. They may count a Section 3 resident employee for three years to meet the business criterion that at least 30 percent of the permanent, full-time employees are Section 3 residents.

31. When might a recipient agency be exempt from the requirements of Section 3?

If Section 3 covered assistance is awarded and the recipient has no need for additional employees or trainees, or the recipient has no need to contract for work, then the Section 3 requirements are not triggered. However, the recipient agency must still submit a Section 3 Annual Summary report (HUD form 60002), in accordance with 24 CFR § 135.90.



### **SECTION 3 PREFERENCE**

**32. What is considered acceptable evidence to determine eligibility as a Section 3 resident?**

HUD does not prescribe any specific forms of evidence are required for Section 3 certification. Sample certification documents can be found on the Section 3 website. Acceptable documentation includes, but is not limited to the following:

- proof of residency in a public housing development;
- evidence of participation in a HUD Youthbuild program operated in the metropolitan area (or non-metropolitan county) where the Section 3 covered assistance is spent;
- evidence that the individual resides in the Section 3 area and is a low or very low-income person, as defined in Section 3(b) (2) of the U.S. Housing Act of 1937 (1937 Act).
- Recipient agencies may choose to allow prospective Section 3 residents to self-certify their eligibility. Any self-certification should include a statement of penalty for falsifying information.

**33. What is acceptable evidence for determining eligibility as a Section 3 business?**

HUD does not prescribe any specific forms of evidence are required for Section 3 certification. Sample certification documents can be found on the Section 3 website. The business seeking the preference must be able to demonstrate that it meets one of the following:

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full time employees at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- Has a commitment to sub-contract in excess of 25 percent of the dollar award of all sub-contracts to be awarded to such businesses described above.
- Recipient agencies may choose to allow prospective Section 3 business concerns to self-certify their eligibility. Any self-certification should include a statement of penalty for falsifying information.

34. Are all public and Indian housing residents considered Section 3 residents regardless of their income?

Yes. Public and Indian housing residents need only show proof of residency in public housing within the metropolitan area (or non-metropolitan county). Other residents of the Section 3 area need to show proof of residency in the metropolitan area (or non-metropolitan county) and meet the income requirements. [See 24 CFR Part 135.5 for the definition of a Section 3 resident].

35. Does preference to a Section 3 business mean that the business should be selected if it meets the technical requirements of the bid, regardless of bid price?

No. As provided in 24 CFR 85.36(b) (8), contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. The determination that a prospective contractor is responsible must include consideration of the firm's compliance with technical and public policy requirements.

Preference to Section 3 business concerns means that a recipient's or contractor's procurement procedures include methods to provide preference to Section 3 business concerns. Accordingly, if a Section 3 business concern is a responsible bidder, but their bid price is slightly higher than a non-Section 3 firm, the recipient agency can give preference to the Section 3 business in an effort to meet its numerical goals annually.

36. Does a business have to be incorporated to be considered as a Section 3 eligible business? What forms of identification are used to determine that an organization is a Section 3 business?

No, a business does not have to be incorporated to be a Section 3 business concern. It can be any type of business- sole proprietorship, partnership or a corporation.

### **ECONOMIC OPPORTUNITIES/NUMERICAL GOALS**

37. What types of new employment opportunities are covered by Section 3?

For Public and Indian Housing (PIH) Programs, all employment opportunities generated by the expenditure of development, operating, and modernization assistance, including management and administrative jobs, technical, professional, construction and maintenance jobs; and jobs at all levels.

For Housing and Community Development Programs, all employment opportunities arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project (i.e., management and administrative jobs, technical, professional, and construction and non-construction jobs; and jobs at all levels).

38. Are recipient agencies required to meet the Section 3 goals or are they merely “goals”?

The Section 3 Numerical goals are minimum numerical targets that must be reached in order for the Department to consider a recipient in compliance. Recipient agencies are required to make efforts to the greatest extent feasible to achieve the annual numerical goals for employment and contracting. If an agency fails to fully meet the Section 3 numerical goals, they must be prepared to demonstrate the efforts taken in an attempt to meet the numerical goals.

39. What are the Section 3 numerical goals?

The minimum numerical goal for employment 30 percent of the aggregate number of new hires shall be Section 3 residents annually—i.e., 1 out of 3 new employees needed to complete a Section 3 covered project/activity shall be a Section 3 resident.

The minimum goals for contracting are:

- Ten percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and
- Three percent of the total dollar amount of all non-construction Section 3 covered contracts, shall be awarded to Section 3 businesses.

40. Are the numerical goals the same as set-asides and quotas?

No. A set-aside guarantees that a specific portion of funds will be provided to a protected class. The numerical goals in the Section 3 regulations are goals that a recipient of HUD Section 3 covered financial assistance must try to meet in order to demonstrate Section 3 compliance.

41. What is the meaning of the “safe harbor” determination?

Absent evidence to the contrary (i.e., evidence that efforts to the “greatest extent feasible” were not expended), if a recipient or contractor meets the numerical goals, the recipient or contractor is considered to be in compliance with Section 3.

A recipient or contractor considered to be in compliance with Section 3 may not be subject to routine compliance reviews.

In the event that a complaint is filed against a recipient or contractor considered to be in compliance with Section 3. HUD will investigate to determine if “the greatest extent feasible” policy was met.

### **RECORDKEEPING AND REPORTING**

42. What are the recordkeeping requirements of a recipient?

Documentation of actions taken to comply with the employment and training requirements of Section 3, the results of actions taken and impediments encountered. Recipient agencies should maintain records of job vacancies, solicitation for bids or proposals, selection materials, and contract documents (including scope of work and contract amount), in accordance with Federal or State procurement laws and regulations. The documentation should demonstrate efforts taken towards the achievement of the Section 3 numerical goals.

43. Who is required to submit Section 3 reports?

Each recipient of Section 3 covered HUD financial assistance shall submit an annual report to the Assistant Secretary for the purpose of determining the effectiveness of Section 3 (HUD form 60002). Section 3 summary reports are required even if the recipient agency did not undertake any activities that triggered the requirements.

44. Where should the Section 3 summary reports be submitted?

Section 3 Summary reports can be sent by mail to:

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
451 Seventh Street, SW room 5232  
Washington, DC 20410  
Attn: Economic Opportunity Division

Section 3 reports can also be submitted online at:  
[www.hud.gov/offices/fheo/section3/section3.cfm](http://www.hud.gov/offices/fheo/section3/section3.cfm)

45. When should annual reports be submitted?

Depending on the source of funding, annual reports should be submitted  
 1) at the time the recipient submits an annual performance report; 2) by  
 January 10 of each year if no program annual performance report is required;  
 or 3) within ten (10) days of project completion, whichever is earlier.

- PHAs should submit Section 3 reports on form 60002 by January 10<sup>th</sup>.
- Grantees Awarded funding for CDBG, HOME and/or ESG should submit Section 3 reports on form HUD 60002 at the same time they submit the CAPER report.
- Grantees Awarded funding for Section 202/811 should submit Section 3 reports on form 60002 by January 10<sup>th</sup>.
- Grantees Awarded funding for lead abatement activities should submit Section 3 reports on form 60002 with their annual reports no later than September 30<sup>th</sup>.

45. What amount should be reported on the Section 3 Annual Report?

Box #3 on the 60002 form should reflect the amount of HUD funds that were expended during the reporting period.

### **SECTION 3 COMPLAINTS**

46. Who can file a complaint when the requirements of Section 3 are not met?

Any Section 3 resident or Section 3 business (or authorized representative) seeking employment, training or contracting opportunities generated by Section 3 covered assistance may file a complaint using *form HUD 958*.

**46. Where are Section 3 complaints filed?**

Effective November 2007, Section 3 complaints must be filed at the appropriate FHEO Regional Office in which the violation occurred. Please visit [www.hud.gov/offices/fheo](http://www.hud.gov/offices/fheo) to obtain the address and telephone number for FHEO regional offices.

**47. Is there a time limit for filing a Section 3 complaint?**

Yes. Section 3 complaints must be filed no later than 180 days from the date of the action or omission upon which the complaint is based.

**Deerfield Beach Housing Authority****Resolution 2014-15**

**Resolution 2014-15:** A Resolution of the Deerfield Beach Housing Authority Board of Commissioners approving a one year extension with C. Ray Baker & Associates for the Scope of Work originally awarded as a result of RFP and Contract #2012-2 and subsequent Board Resolution # 2012-9 to provide Housing Administration and Capital Fund Program Management for Fiscal Years 2012-2014 with two one year option periods.

**WHEREAS**, the contract for the above referenced services was originally awarded on or about August 16, 2012; and

**WHEREAS**, Deerfield Beach Housing Authority Board of Commissioners wishes to retain the services of C. Ray Baker & Associates for an additional year; and

**WHEREAS**, it is established that C.Ray Baker & Associates will remain at the hourly rate of \$125/hour (the "Fee") including expenses not to exceed \$99,940 per annum and reimbursable expenses up to the amount of \$26,500; therefore

**BE IT RESOLVED THAT** the Deerfield Beach Housing Authority Board of Commissioners has approved the one year extension of the Contract for Housing Administration and Capital Fund Program Management services with C. Ray Baker & Associates on this **20<sup>th</sup> day of August, 2014.**

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Anthony Pelt

DBHA Chairman

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Nadine Jarmon, PhD

Executive Director

**Deerfield Beach Housing Authority****Resolution 2014-16**

**Resolution 2014-16:** A Resolution of the Deerfield Beach Housing Authority Board (DBHA) of Commissioners approving a Amendment Number One for a one year extension with Goren, Cherof, Doody & Ezrol P.A., Attorneys at Law to provide legal services and Scope of Work as originally awarded under RFP 2012-1 and RFQ 2013-3.

**WHEREAS**, DBHA and Goren, Cherof, Doody & Ezrol, P.A. entered into an Agreement for Legal Services on July 18, 2012 (the "Original Agreement"); and

**WHEREAS**, the contract for Legal Services awarded under RFQ 2013-3 to Goren, Cherof, Doody & Ezrol P.A. was up for renewal or about June 20, 2014; and

**WHEREAS**, Deerfield Beach Housing Authority Board of Commissioners wishes to retain the services of Goren, Cherof, Doody & Ezrol PA for an additional year at the hourly rate of \$205 per hour as provided in the existing Legal Services Contract; and

**WHEREAS**, charges for paralegal services will remain at \$125 per hour, therefore

**WHEREAS**, the DBHA desires to amend the Original Agreement in order to provide a renewal up to and including July 20, 2015, therefore

**BE IT RESOLVED THAT** the Deerfield Beach Housing Authority Board of Commissioners has approved the one year extension of the Contract for Legal Services with Goren, Cherof, Doody & Ezrol PA. on this **20<sup>th</sup> day of August, 2014.**

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Anthony Pelt  
DBHA Chairman

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Nadine Jarmon, PhD  
Executive Director



**AMENDMENT NUMBER ONE TO THE AGREEMENT**  
**FOR LEGAL SERVICES**

THIS AMENDMENT NUMBER ONE TO THE AGREEMENT FOR LEGAL SERVICES, made and entered into the \_\_\_ day of \_\_\_\_\_, 2014 by and between:

DEERFIELD BEACH HOUSING AUTHORITY  
 533 S. Dixie Highway  
 Deerfield Beach, FL 33441  
 (hereinafter referred to as "DBHA")

AND

GOREN, CHEROF, DOODY & EZROL, P.A.  
 3099 East Commercial Boulevard  
 Suite 200  
 Fort Lauderdale, FL 33308  
 (hereinafter referred to as "FIRM")

**WHEREAS**, the DBHA and the FIRM entered into an Agreement for Legal Services on July 18, 2012 (the "Original Agreement"); and

**WHEREAS**, pursuant to the Original Agreement, the DBHA and the FIRM desire to amend the Original Agreement in order to provide a renewal of the Original Agreement for one additional one (1) year term.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein.
2. The term of the Original Agreement shall be extended for one additional one year period, up to and including July 18, 2015. The parties may agree to renew and extend this Agreement for two additional one year terms.
3. All terms and conditions of the Original Agreement, as amended, not in conflict herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

DEERFIELD BEACH HOUSING AUTHORITY

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

Nadine M. Jarmon, PhD  
Executive Director

GOREN, CHEROF, DOODY, &  
EZROL, P.A.

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

David N. Tolces, Esq.

**Deerfield Beach Housing Authority**

**Resolution 2014-17**

**Resolution 2014-17:** A Resolution of the Deerfield Beach Housing Authority Board of Commissioners approving Chairman, Anthony Pelt; Vice Chairman, Jamie Marlowe; and Executive Director, Nadine Jarmon to sign the Bank of America Deposit Account and Management Services Bank Resolution, Signature Card and Certificate of Incumbency for the Palms of Deerfield Beach, LP.

**WHEREAS**, the Deerfield Beach Housing Authority is converting all financial documents from the Palms of Deerfield Beach, Inc. to the Palms of Deerfield Beach, LP; and

**WHEREAS**, the Deerfield Beach Housing Authority will transfer all funds to the newly established accounts;

WHEREAS, the Deerfield Beach Housing Authority Board of Commissioners have reviewed the requisite documents; therefore

**BE IT RESOLVED THAT** the Deerfield Beach Housing Authority Board of Commissioners has approved Chairman Anthony Pelt, Vice Chairman Jamie Marlowe and Executive Director Nadine Jarmon to be signature authority on the Bank of America accounts for the Palms of Deerfield Beach, LP on this **20<sup>th</sup> day of August, 2014.**

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Anthony Pelt  
DBHA Chairman

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Nadine Jarmon, PhD  
Executive Director

- f. CDBG Update with the City of Deerfield Beach, FL.

## **General Management, Administration and Implementation Tasks**

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### **Task 1: Administrative Services**

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#### **Task 1-A: Coordinate Program Year Start-Up Activities**

1. Develop calendar of events and reporting dates as needed for City staff.
2. Complete Consolidated Plan, LHAP, Action Plan, AI by required deadline. Beginning with Program Year 2015 planning activities, Consolidated Plan and Action Plan must be submitted in IDIS – eCon Planning suite. IDIS username will be required.
3. Actively participate in project/activity development.
4. Organize, schedule and coordinate citizen Participation Plan for CDBG, SHIP, NSP– including the development of public notices and participating in workshops/public hearings.
5. Once plans are approved, ensure funding agreements and/or certifications are signed between City and HUD (CDBG), Broward County (HOME) and FHFC (SHIP).
6. Establish and maintain file system and record keeping requirements.
7. Establish and update policy, procedure and standards for each funded activity as needed.
8. Ensure proper public notification of funds available has occurred prior to accepting application for programs (where applicable).
9. Ensure environmental review records are updated and request for release of funding have been complied with.
10. Establish monthly and annual goals and timelines for expenditures.
11. Assist City with RFP or procurement processes necessary before awarding any subrecipient or contractor funding awards.
12. Ensure program and project related agreements comply with appropriate regulatory statutes and rules.
13. Establish/revise program and activity policy, procedures and standards. Create and update applications, checklists etc as applicable.

#### **Task 1-B: Provide Technical Assistance and Resources**

1. Provide technical assistance/training to City staff regarding grant programs including rules and regulations and specific activity questions.
2. Attend local and non-local meetings regarding Federal/State grant programs relevant to program/activity administration and direct delivery.
3. Serve as a resource and point-of-contact for housing, community and economic development programs funded by Federal and State grants.
4. Provide support staff to the City's Affordable Housing Advisory Committee (AHAC).

**Task 1-C: Work with City Staff on day-to-day Administrative and Project Related Issues**

1. Draft correspondence to Federal and State Agencies when applicable.
2. Address inquiries from Federal and State Agencies related to grant programs
3. When appropriate, make presentations before appropriate Federal, State and Local government.
4. Maintain positive relationship with HUD field office and Florida Housing Finance and other appropriate agencies.
5. Provide official interpretations of Federal and State regulations.
6. Assist with preparing for Affordable Housing Advisory Committee (AHAC)
7. Complete day-to-days requests as assigned.

**Task 1-D: Prepare, Review and/or Update Grant Reports/Exhibits (Federal/State Agencies and Broward HOME Consortium)**

1. Prepare/Submit Consolidated Annual Performance Evaluation Report – Federal
2. Prepare/Submit Annual Reports (SHIP)
3. Prepare/Submit Grantee Performance Report (MBE, Labor Standards, Section 3)
4. Prepare/Submit Preliminary and Final Close-Out Reports
5. Prepare/Submit AHAC Report
6. Prepare NSP reports/Quarterly
7. Prepare HOME reports/ billing requests monthly

**Task 1-E: Enforce Fair Housing, Civil Rights and Anti-Discrimination Laws**

1. Review Action Plan identified in Analysis of Impediments to Fair Housing (AI) and carry-out fair housing activities as applicable.
2. Promote Fair Housing and Equal Opportunity in all programs.
3. Ensure AI activities are undertaken.

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**Task 2: Monitoring**


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**Task 2-A: Policy and Procedures Development**

1. Develop/Revise written policies and procedures for the management, administration and implementation of programs that incorporate compliance with Federal and State rule and regulations.
2. Enforce written policies and procedures to ensure overall compliance of programs.
3. Ensure all departments receiving Federal and State funding comply with expenditure deadlines.

**Task 2-B: Sub-recipient/Contractor Performance**

1. Maintain complete files on sub-recipient (including contractors and non-profits)

2. Ensure procurement procedures are adhered to select subrecipient and contractors.
3. Ensure that subrecipients/contractors are not on the Federal Excluded Parties List prior to awarding any funding dollars.
4. Ensure subrecipients/contractors have written agreements outlining their responsibilities to the program.
5. Ensure that subrecipients/contractors are subject to and understand the same terms and conditions of any primary contractors.
6. Provide technical assistance and training to subrecipient/contractors
7. Ensure monthly reports are provided and reviewed.

#### **Task 2-C: Rehabilitation and Capital Improvement Projects**

1. Coordinate pre-bid and pre-construction meetings.
2. Ensure compliance with Federal and State Requirements for projects that require bonding or other types of financing.
  3. Review work specifications and engineering drawings.
  4. Review federal regulations and forms with contractors to enforce compliance.
5. Provide current prevailing wage decisions for Davis-Bacon and Related Acts compliance
  6. Review certified payrolls from contractors and sub-contractors and invoices for reimbursement for compliance prior to authorization of Reimbursement.
  7. Visit construction site(s) and conduct on-site employee questionnaires when applicable
  8. Provide technical assistance to contractors.

#### **Task 2-D: Direct Benefit Programs**

1. Ensure that low to moderate income persons are served per Federal and State guidelines by using Part 5 definition for income certifying households.
2. Complete internal reviews and audits of income certifications.

#### **Task 2-E: Coordinate Quarterly Review of Program Performance/Prepare Monthly Reports**

1. Provide City with monthly/quarterly (or as requested) status reports regarding activities undertaken and program status – to be delivered in a format agreed to by City.
2. Review current status of programs for compliance with HUD and State of Florida guidelines and program objectives.
3. Review City's Consolidated Plan and amendments and Annual Action Plans and all amendments.
4. Prepare 5-Year Action Plan.
5. Complete any other required status reports.
6. Evaluate programs for effectiveness and conduct research as necessary to

- enhance/improve programs.
- 7. When requested, provide program feedback at the City's staff meeting.
- 8. Attend and participate at City Commission meeting when Community Development items are on the agenda.
- 9. Prepare and submit agenda items to City staff for review at least 72 hours in advance of established deadlines.
- 10. Submit monthly progress report for each program (summary snapshot/status report with specifics)

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### **Task 3: Fiscal Management**

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#### **Task 3-A: Budgeting**

- 1. Prepare Annual Budget for SHIP – SHIP Delivery Goals.
- 2. Prepare Annual Budget for CDBG – Annual Action Plan in eCon planning.
- 3. Calculate appropriate carryover funds (as applicable) for budget years to establish accurate amount of grant funds available each fiscal year.
- 4. Setup projects and activities in IDIS (CDBG)
- 5. Amend budgets as necessary and with proper authority.

#### **Task 3-B: Billings and Payment**

- 1. Review billings for compliance before authorizing payment.
- 2. Coordinate reimbursements and payment request form the City's finance department.
- 3. Ensure timely processing of billing packages.
- 4. Post expenditures on tracking sheet and maintain invoice log.
- 5. Reconcile records with City as applicable.

#### **Task 3-C: IDIS Grant Management**

- 1. Ensure separation of duties (preparing and reporting draw downs) Request IDIS passwords for appropriate staff. City staff (Finance) must maintain approval.
- 2. Assist City with the preparation of monthly draw-down requests.
- 3. Prepare HOME reimbursement requests to submit to Broward County.
- 4. Set-up draw down vouchers in IDIS and request approval from City.
- 5. Update IDIS beneficiary data as applicable.

#### **Task 3-D: Maintain Timely Expenditures**

- 1. Monitor fund expenditures to ensure compliance with State and Federal requirements for encumbering and expending funds.
- 2. Make and prepare amendments as necessary to ensure project funds are expended in a timely manner.
- 3. Alert City staff if any project funds are at risk of meeting expenditure timelines.

### **Task 3-E: Federal Cash Transaction Reports**

1. Ensure Federal Cash Transaction Reports are completed by the City's Finance department.

### **Task 3-F – Financial Audit Preparation**

1. Assist with providing documents for single audits.
2. Ensure files are audit-ready.

### **Task 3-G Financial Reports and Plans**

1. Prepare Consolidated Annual Performance and Evaluation Report and Submit to HUD. Beginning with 2015 – submitted electronically. Username and password is required.
2. Prepare SHIP Annual Reports and Submit to State. Submitted electronically. Username and password is required.

### **Task 3-H Program Income**

1. Enforce policies for program income generated from the various activities. Program income must be receipted in IDIS.
2. All program income must be collected by the City.
3. All program income must be utilized prior to the drawdown of funds.

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## **Task 4: Direct Services**

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### **Task 4-A: Coordinate Client Intake**

1. Interview and provide instructions to applicants
2. Coordinate the distribution of applications
3. Accept telephone inquiries for information related to programs
4. Coordinate and staff client intake
5. Maintain intake data via database or excel.

### **Task 4-B: Processing and Approving Applications**

#### **Collect, Review and/or Coordinate:**

1. Pay Stubs
2. Bank Statements
3. General Application Forms
4. W-2 Documents
5. Tax Returns
6. Statement of Household Size
7. Verification of Employment
8. Property Insurance Documents



9. Notice of Ad Valorem taxes
  10. Warranty Deed
  11. HUD 8 Hour Class Certificate for Purchas Assistance
  12. Send Approval or Disapproval Notice to Applicant
- \*Documents are listed on current program applications\*

**Task 4-C: Coordinate Rehabilitation and Purchase Assistance Activities**

1. Coordinate work specifications/ cost estimation preparation.
2. Coordinate lender activities
3. Coordinate with City attorney the preparation/revision of recapture documents
4. Obtain job estimates from approved inspectors for rehabilitation activities.
5. Review work specifications/job estimates.
6. Approve or disapprove estimates pursuant to specifications
7. Review and tabulate home repair bids and award contracts.
8. Provide Notice of Proceed to incur costs contractors
9. Prepare program documents for purchase assistance closing
10. Prioritize repairs relative to health, safety, and welfare
11. Ensure that contractor(s) have applied or and received the proper permits
12. Monitor work performance of the contractor(s)
13. Review and approve release of funds to contractors, upon satisfactory completion of work
14. Review HUD-1 for program compliance
15. Prepare invoices for release of funds for Minor Home Repair and Purchase Assistance

**Task 4-D: Timeline/Hours/Deliverables**

- Administrative Tasks occur daily and or as requested by the City
- Desk monitoring is conducted no less than on a monthly basis. Subreciipient on-site monitoring is once a year.
- Fiscal Management is both daily and monthly.
- Direct Services are generally daily activities.
- Planning Documents are completed every three to five years. LHAP (3 Yrs.) and Consolidated Plan (5 Yrs.). Consolidated Plan must be completed electronically.
- Action Plans/Budgets are prepared annually.
- State and Federal Performance Reports are prepared annually. NSP reports are quarterly. HOME reports are monthly. City status reports are monthly.
- Deliverables include copies of planning documents, studies and reports associated with the management and implementation of the CDBG, SHIP, HOME and NSP program. All applicant project files are also the property of the City of Deerfield Beach.
- Other additional items as needed based on program guidelines/requirements.

**SAMPLE TIMELINE**

**CITY OF DEERFIELD BEACH, FLORIDA**

**ANNUAL ACTION PLAN**

Program Year 2014 PROGRAM YEAR

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

**OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT**

<u>DATE</u>	<u>DESCRIPTION-Action Plan</u>
March 7, 2014	Notice Due to Clerk's Office
March 13, 2014	Publish ad notifying public of estimated PY 2014 CDBG allocation, public meeting and if applicable RFP process to discuss and recommend use of the City's PY 2014 CDBG
March 27, 2014	<b>First</b> of two (2) required public hearings and RFP workshop <b>(if applicable)</b> held to receive comments and questions from the public regarding the CDBG Annual Action Plan PY 2014 – <b>Location: Community Center</b>
April 4, 2014	City Staff and Community Project Proposals (if applicable) Due.
April 7, 2014 to April 18, 2014	Selection Committee Review of Projects (if applicable)
May 2, 2014	Finalize proposed Action Plan Budget and other amendments (if applicable).
May 7, 2014	Ad due to City Clerk's Office

May 14, 2014	Advertise summary of Annual Action Plan and availability of copies for public review and comment at 2 <sup>nd</sup> public hearing.
May 15, 2014 to June 13, 2014	<b>30 Day Comment Period Begins to</b> <b>30 Day Comment Period Ends</b>
May 29, 2014	Second Public Hearing to receive comments from the Public regarding proposed CDBG Annual Action Plan PY 2014 <b>Community Center</b>
June 2, 2014	Submission of Agenda Item – Any public comments received after commission will still be included in Action Plan with
June 17, 2014	Commission Approval – <b>City Commission Chambers</b>
July 30, 2014	Submit Annual Action Plan PY 2014 to Broward County.
August 15, 2014 to Sept 30, 2014	Annual Action PY 2014 due to HUD 45 Day review period by HUD.
October 1, 2014	Start of new program year.

<b>City of Deerfield Beach Federal and State General Calendar - Administrative Key Dates</b>			
	<b>Entitlement CDBG/NSP</b>	<b>Entitlement SHIP</b>	<b>HOME Consortium</b>
January			
	<b>Jan 15:</b> Federal Cash Transaction Report Due to HUD/DAI Bellini		<b>Jan 1:</b> Monthly Report/Bill Request to County
	<b>Jan 15:</b> Begin Action Plan/Al update process	<b>Jan 15:</b> Begin LHAP Plan update (When a new LHAP is due) Plan is due May 2 on years due. Amendments can be submitted anytime. Next LHAP due May 2016.	*HOME meeting at County every 3 <sup>rd</sup> Thursday of the month
	*Consolidated Plan process should start earlier –beginning October of prior year (2014)		*60 day notice to County for any agreement extension to allow County to process amendment and City to prepare the commission agenda item. County is moving towards all contracts having the same end date to manage. Right now agreements have different end dates. County provides a monthly status report on contracts at each HOME meeting.
	<b>Jan 30:</b> IDIS beneficiary update reminder.		
	<b>Jan 30:</b> NSP QPR Due		
	<b>Jan 30:</b> Initial proposed amendments for previous years should be finalized and approved by commission. (If applicable) –This is to ensure funds continue to move and addresses slow moving projects.		
Feb			
	<b>Feb 16:</b> Draft 5-Year Consolidated Plan for review		

<b>City of Deerfield Beach Federal and State General Calendar - Administrative Key Dates</b>			
	<b>Entitlement CDBG/NSP</b>	<b>Entitlement SHIP</b>	<b>HOME Consortium</b>
	<b>Feb 28</b> – Federal Pre-Development Hearing (First) should be held by this date.— <i>No later than end of March.</i>		<b>Feb 1:</b> Monthly Report/Bill Request to County *HOME meeting at County every 3 <sup>rd</sup> Thursday of the month
<b>March</b>			
	<b>March 30:</b> End of NSP Quarter	<b>March 30:</b> Deadline for Commission Action on AHAC Recommendations – Applies to years when AHAC review is underway. (90 days from December 30 deadline for AHAC report to be submitted if not formerly accepted in December).	<b>March 1:</b> Monthly Report/Bill Request to County
<b>April</b>			
	<b>April 10:</b> Federal Semi Annual Labor Standards Report Due to HUD		<b>April 1:</b> Monthly Report/Bill Request to County
	<b>April 15:</b> Federal Cash Transaction Report Due to HUD/AI Bellini		*HOME meeting at County every 3 <sup>rd</sup> Thursday of the month
	<b>April 15:</b> Final draft 5-Year Consolidated Plan for review		
	<b>April 30:</b> IDIS beneficiary update reminder.		
	<b>April 30:</b> NSP QPR Due		
	<b>April 30:</b> - Estimated date for Action Plan/to be finalized to adhere to City's commission schedule. - *Detailed deadlines on Planning outline.		



<b>City of Deerfield Beach Federal and State General Calendar - Administrative Key Dates</b>			
	<b>Entitlement CDBG/NSP</b>	<b>Entitlement SHIP</b>	<b>HOME Consortium</b>
<b>May</b>	<b>May 2014</b> – Second CDBG public hearing held in month of May – Use previous AP timeline as guide for specific planning dates.	<b>May 2:</b> LHAP (Due Every 3 Years) <b>May 2:</b> IF an extension is required for any mandatory SHIP close-out, this is the latest an extension request should be made to the State.	<b>May 1:</b> Monthly Report/Bill Request to County
	<b>May 15:</b> Agenda preparation for City Commission Meeting approval of 5-year Consolidated Plan		*HOME meeting at County every 3 <sup>rd</sup> Thursday of the month.
<b>June</b>			
	<b>June 30:</b> End of NSP Quarter	<b>June 30:</b> End of SHIP Fiscal Year	<b>June 1:</b> Monthly Report/Bill Request to County
		<b>June 30:</b> Deadline for CAFR Submitted to Florida Housing Finance Corporation – Submitted by Finance.	*HOME meeting at County every 3 <sup>rd</sup> Thursday of the month
<b>July</b>			
	<b>July 15:</b> Federal Cash Transaction Report Due to HUD/AI Bellini	<b>July 1:</b> Beginning of State (SHIP) Fiscal Year	<b>July 1:</b> Monthly Report/Bill Request to County
	<b>July 30:</b> NSP QPR Due	<b>July 1:</b> Commence AHAC Review – Years When AHAC Meets	*HOME meeting at County every 3 <sup>rd</sup> Thursday of the month
	<b>July 31:</b> Con Plan/Action Plan due to Broward County for Transmittal to HUD – Plan can be downloaded from the e-con Planning Suite	<b>July 1:</b> Advertise availability of funds if no waiting list exists. Notice must run 30 days prior to accepting an application.	
	<b>July 31:</b> IDIS beneficiary update reminder.		

<b>City of Deerfield Beach Federal and State General Calendar - Administrative Key Dates</b>			
	<b>Entitlement CDBG/NSP</b>	<b>Entitlement SHIP</b>	<b>HOME Consortium</b>
August			
	<b>August 1:</b> HUD Timeliness Test – CDBG	<b>August 1:</b> Draft of SHIP Annual Report Due to City	<b>August 1:</b> Monthly Report/Bill Request to County
	<b>August 15:</b> Deadline to Submit Analysis of Impediments to HUD – When Update Required- AI should be completed in conjunction with Con Plan process and follow same citizen participation process in addition to surveys, etc.		*HOME meeting at County every 3 <sup>rd</sup> Thursday of the month
Sept			
	<b>Sept 30:</b> Target date for Tier 1 environmental reviews/determinations complete For projects/activities	<b>Sept 15:</b> SHIP Annual Report and Certification Due to State	<b>Sept 1:</b> Monthly Report/Bill Request to County
	<b>Sept. 30:</b> End of Federal Program Year		<b>Sept. 30:</b> End of Program Year
	<b>Sept. 30:</b> End of NSP Quarter		*HOME meeting at County every 3 <sup>rd</sup> Thursday of the month
	<b>Sept 30:</b> Deadline to enter IDIS beneficiary data for it count for program year.		
Oct			
	<b>Oct 1:</b> Beginning of Federal Program Year		<b>Oct 1:</b> Beginning of Federal Program Year
	<b>Oct 10:</b> Semi Annual Labor Standards Report Due to HUD		<b>Oct 1:</b> Monthly Report/Bill Request to County
	<b>Oct 10:</b> M/WBE Report		*HOME meeting at County every 3 <sup>rd</sup> Thursday of the month



City of Deerfield Beach Federal and State General Calendar - Administrative Key Dates			
	Entitlement CDBG/NSP	Entitlement SHIP	HOME Consortium
	<b>Oct 10:</b> Section 3 Report – Submitted Online. Hard copy no longer required.		
	<b>Oct 15:</b> Federal Cash Transaction Report Due to HUD/AI Bellini		
	<b>Oct 15:</b> CAPER to City from CRA to meet commission holiday schedule.		
	<b>Oct 30:</b> NSP QPR Due		
<b>Nov</b>			
	<b>Nov 1:</b> Begin Review of CDBG Activities for Potential Amendment in Jan/Feb of upcoming year.		<b>Nov 1:</b> Monthly Report/Bill Request to County *HOME meeting at County every 3 <sup>rd</sup> Thursday of the month
<b>Dec</b>			
	<b>Dec 31:</b> Deadline for Federal Consolidated Annual Performance & Evaluation Report (CAPER) to HUD & Section 3 Report – Beginning in 2015- CAPER will also be submitted online through eCon plan suite.	<b>Dec 31:</b> Deadline for AHAC Triennial Report Due to Local Commission. Next AHAC report due December 2015.	<b>Dec 1:</b> HOME Consortium project exhibits due to County indicating what the City intends to allocate next year HOME funds. Usually requested by County.
	<b>Dec 31:</b> NSP Quarter Ends		<b>Dec 1:</b> Monthly Report/Bill Request to County *HOME Meeting at County every 3 <sup>rd</sup> Thursday of the month.



## **INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the CITY OF DEERFIELD BEACH ("CITY"), a Florida municipal corporation and the DEERFIELD BEACH HOUSING AUTHORITY, ("AUTHORITY"), a Florida public housing authority authorized pursuant to Chapter 421, Florida Statutes, as follows

### **WITNESSETH:**

**WHEREAS**, CITY is desirous of retaining the services of AUTHORITY to provide administrative services for the purpose of administering the City's Community Development programs; and

**WHEREAS**, the AUTHORITY desires to provide said services pursuant to the terms and conditions set forth herein; and

**WHEREAS**, the City Commission and the AUTHORITY's Board of Commissioners finds that this Agreement serves both a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Deerfield Beach.

**NOW THEREFORE**, be it agreed by and between the parties as follows:

### **ARTICLE I**

#### **INTRODUCTION AND SCOPE OF SERVICES**

1.1 The above referenced "Whereas" clauses are true and correct and made a part hereof.

1.2 This an Agreement for the performance of services by the AUTHORITY in connection with certain programs operated by the CITY. The Authority shall be responsible for the means and methods of performing those services. The CITY shall have the sole decision making authority over matters of policy. The services to be performed are contained on Exhibit "A," which is attached hereto, and incorporated herein by reference. Said services hereinafter referred to as the "Services".

### **ARTICLE II**

#### **TERM AND TIME OF PERFORMANCE**

2.1 The initial term of this Agreement shall commence ~~upon final execution of the Agreement by the CITY~~ October 1, 2014 and shall expire two (2) years from that date.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

### **ARTICLE III**

### **COMPENSATION**

3.1 CITY agrees to pay AUTHORITY the amounts set forth on Exhibit "A" for each element of the Services, which amounts shall be accepted by AUTHORITY as full compensation for all such work. It is acknowledged and agreed by AUTHORITY that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate AUTHORITY for its services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon AUTHORITY's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to AUTHORITY to reimburse its expenses. The CITY may request additional or subsequent work to be performed regarding other federal or state funded program(s) not listed in Exhibit "A". Such subsequent work will be subject to additional negotiated fees and be evidenced by a mutual amendment to this Agreement.

3.2 AUTHORITY may submit invoices for compensation on a bi-weekly basis after the services for which the invoices are submitted have been completed. An original invoice plus one copy are to be submitted. The final invoice must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and any other information required by law.

3.3 CITY shall pay AUTHORITY ~~within thirty (30) calendar days of~~ in accordance with the requirements of Florida's Prompt Payment Act after receipt of AUTHORITY's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of AUTHORITY to comply with a term, condition, or requirement of this Agreement. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Agreement Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

### **ARTICLE IV** **INDEMNIFICATION**

4.1 The CITY and the AUTHORITY shall be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Agreement.

4.2 The CITY and the AUTHORITY shall individually defend any action or proceeding brought against their respective agency pursuant to this Agreement, and shall be individually responsible for all of their respective costs, attorney fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof, including appellate proceedings.

4.3 The CITY and the AUTHORITY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Agreement.

4.4 The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities.

4.5 Notwithstanding the provisions contained herein, neither party waives their sovereign immunity or any aspect thereof, nor any rights and privileges as provided in Section 768.28, Florida Statutes.

## **ARTICLE V**

### **TERMINATION**

5.1 In the event AUTHORITY shall default in any of the terms, obligations, restrictions or conditions in this Agreement, including, but not limited to, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, the CITY shall give AUTHORITY written notice, of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof and AUTHORITY shall diligently and promptly prosecute such corrective measures to completion. In the event AUTHORITY has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Agreement in which case AUTHORITY shall be liable for any and all damages permitted by law arising from the default and breach of the Agreement.

AUTHORITY may terminate this Agreement by written notice to the CITY if the CITY breaches or is in default of any material obligation under this Agreement, and has not cured such default or breach within thirty (30) days after receipt of notice of a default or breach specifying the nature of such default or breach in reasonable detail.

5.2 Upon thirty (30) calendar days written notice to AUTHORITY, the CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to AUTHORITY must state that the Agreement is being terminated for the convenience of the CITY under the termination clause and the extent of termination. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall

be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. AUTHORITY shall discontinue all work on the appointed last day of service. In the event this Contract is terminated for convenience, AUTHORITY shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. AUTHORITY acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by AUTHORITY, for CITY's right to terminate this Agreement for convenience.

5.13 In the event this Agreement is terminated for convenience, AUTHORITY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. AUTHORITY acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by AUTHORITY, for CITY's right to terminate this Agreement for convenience.

5.24 In the event this Agreement is terminated for any reason, any amounts due AUTHORITY shall be withheld by CITY until all documents are provided to CITY pursuant to Section 7.1 of Article 7.

5.35 Should at any time during the term of this Agreement, including any option terms, the AUTHORITY is in violation of any of the terms and conditions of this Agreement, the City shall have the right to suspend the AUTHORITY until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

## **ARTICLE VI**

### **EEO AND ADA COMPLIANCE**

6.1 AUTHORITY shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement. AUTHORITY shall include the foregoing or similar language in its Agreements with any subcontractors retained by the AUTHORITY, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CITY deems appropriate.

6.2 AUTHORITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AUTHORITY shall affirmatively comply with all applicable provisions of the Americans with

Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AUTHORITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

## **ARTICLE VII**

### **MISCELLANEOUS**

7.1 **RIGHTS IN DOCUMENTS AND WORK.** Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, AUTHORITY grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by AUTHORITY, whether finished or unfinished, shall become the property of CITY and shall be delivered by AUTHORITY to the Agreement Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to AUTHORITY shall be withheld until all documents are received as provided herein.

7.2 **AUDIT RIGHT AND RETENTION OF RECORDS.** CITY shall have the right to audit the books, records, and accounts of AUTHORITY and its subcontractors that are related to this Project. AUTHORITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of AUTHORITY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, AUTHORITY or its subcontractor, as applicable, shall make same available at no cost to CITY in written form. AUTHORITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to AUTHORITY's and its subcontractors' records, AUTHORITY and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by AUTHORITY or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry. AUTHORITY shall, by written Agreement, require its subcontractors to agree to the requirements and obligations of this Section 8.2.

7.3 **BACKGROUND CHECKS:** In accordance with Section 38-117 of the City of Deerfield Beach Code of Ordinances, prior to beginning any services under this request for proposal, the AUTHORITY shall

provide the CITY with a list of all employees who will have access to CITY property. The CITY shall obtain a background check through the National Crime Information Center (NCIC) at the AUTHORITY's expense for each of the AUTHORITY's employees who has access to CITY property, and who is doing the work required pursuant to this Agreement. The AUTHORITY must ensure a similar check has been done of its subcontractor's employees who will have access to the CITY's property.

7.3.1 If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the AUTHORITY shall not assign the individual to any CITY property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the CITY's express written authorization. In the event that the AUTHORITY intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

7.3.2 The CITY reserves the right to approve or disapprove whether employees perform the services for the CITY. Disapproval would apply solely to this Agreement and shall have no bearing on the AUTHORITY's employment of an individual outside of this Agreement.

7.4 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the AUTHORITY or disputes between CITY staff and the AUTHORITY are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the AUTHORITY and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the AUTHORITY to follow any such determination could be considered a material breach and subject the AUTHORITY to termination for cause. The AUTHORITY agrees that any complaints received by the CITY concerning misconduct on the part of the AUTHORITY, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The AUTHORITY agrees to make any complaints concerning the CITY available to the Office of the City Manager for action as required.

7.5 INDEPENDENT AUTHORITY. AUTHORITY is an independent contractor under this Agreement. Services provided by AUTHORITY pursuant to this Agreement shall be subject to the supervision of AUTHORITY. In providing such services, neither AUTHORITY nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to AUTHORITY or AUTHORITY's agents any authority of any kind to bind CITY in any respect whatsoever.

7.6 THIRD PARTY BENEFICIARIES. Neither AUTHORITY nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.7 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City Manager  
City of Deerfield Beach  
150 N.E. 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441

With copy to:

Andrew Maurodis, City Attorney  
710 E. Hillsboro Blvd, Suite 200  
Deerfield Beach, Florida 33441

FOR AUTHORITY:

Nadine M. Jarmon, Executive Director  
Deerfield Beach Housing Authority  
533 S. Dixie Highway  
Deerfield Beach, FL 33441

With copy to:

David N. Tolces, General Counsel  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 E. Commercial Blvd., #200  
Fort Lauderdale, FL 33308

7.8 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may

terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by AUTHORITY of this Agreement or any right or interest herein without CITY's written consent. AUTHORITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services. AUTHORITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AUTHORITY's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.9 CONFLICTS. Neither AUTHORITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AUTHORITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. AUTHORITY further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or AUTHORITY is not a party, unless compelled by court process. Further, AUTHORITY agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude AUTHORITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event AUTHORITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, AUTHORITY agrees to require such subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as AUTHORITY.

7.10 MATERIALITY AND WAIVER OF BREACH. CITY and AUTHORITY agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.11 COMPLIANCE WITH LAWS. AUTHORITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.12 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or AUTHORITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.



7.13 JOINT PREPARATION. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, AUTHORITY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.15 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and AUTHORITY or others delegated authority to or otherwise authorized to execute same on their behalf,

7.16 PRIOR AGREEMENTS. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Agreement, whether oral or written.

7.17 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

7.18 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

7.19 MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

**DEERFIELD BEACH HOUSING  
AUTHORITY**, a Florida Public Housing  
agency

ATTEST:

By: \_\_\_\_\_  
Anthony Pelt, Chairman

\_\_\_\_\_  
Nadine M. Jarmon, Executive Director

Date: \_\_\_\_\_

**CITY OF DEERFIELD BEACH**, a  
Florida municipal corporation

ATTEST:

By: \_\_\_\_\_  
Burgess Hanson, City Manager

\_\_\_\_\_  
**ADA GRAHAM-JOHNSON, MMC, CITY CLERK**

APPROVED AS TO FORM:

\_\_\_\_\_  
**ANDREW S. MAURODIS, CITY ATTORNEY**

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## **Executive Director's and Division Reports**

August 12, 2014

**TO:** Board of Commissioners

**FROM:** Nadine M. Jarmon, Executive Director

**RE:** Executive Director's Report - June/July 2014

Rental Assistance Demonstration Program (RAD)

Dr. Jarmon and Jasmine Privott continue to participate on weekly calls. Tremendous progress has been made in the last two months. Mr. C. Ray Baker will be present at the August board meeting to summarize the progress. Dr. Jarmon issued a request to the Florida Housing Finance Authority to waive DBHA's TEFRA fees. We now have procured EE&G as the Environmental Firm that will be assisting with all Environmental assessments as well Keith & Associates that will be submitting the Landscaping plan to the city as well as assisting with the landscaping design and layout. We continue to wait for news from HUD on our RAD application for the Palms Elderly high-rise building.

Legal Update

Dr. Jarmon continued to work with Attorney Tolces on evictions and other legal matters for the agency. Attorney Tolces reviewed and approved both EE&G and Keith & Associates contracts. Reviewed Section 3 Plan and Confidentiality Statements to firms with access to high level information.

Administrative Items

During the previous months ending August 12, Dr. Jarmon had various meetings with staff, legal counsel and other parties in regards to the following matters:

- (1) Dr. Jarmon assisted with Audit submission along with Ms. Hartt and BCA Watson Audit firm.
- (2) Hired temp to cover at the Townhomes until staffing plan submitted
- (3) Helped coordinate GERA site inspection for the use of the ARRA funds
- (4) Met with potential sponsor for Jaffe award on June 24
- (5) Continue meeting with Directors regarding upcoming staffing plan and budget to be submitted in September
- (6) Held meeting on July 2 to organize Annual Plan submission including key dates for public hearings
- (7) Held Annual Plan Resident and Public Hearings at the Palms and Stanley Terrace on July 15
- (8) Accepted donation from Domani Motors for Back to School event on July 16
- (9) Dr. Jarmon attended the National Association and Housing Redevelopment annual summer conference in Tampa July 17th through 20<sup>th</sup>.
- (10) Participated on update calls and emails with Grant Noeske regarding submittal of Annual Plan and Significant Amendment to HUD

- (11) Participated on calls and emails regarding submission of PIC Inventory Removal with Grant Noeske of C.Ray Baker & Associates
- (12) Conducted Staff meeting on August 5<sup>th</sup>
- (13) Coordinated Retirement dinner for Ms.Ruchelle Hobbs on July 16
- (14) Conducted Exit Interview of Ms. Ruchelle Hobbs on July 16
- (15) Attended DBHA's Annual Back to School event on Saturday, August 2<sup>nd</sup>
- (16) Represented DBHA and Broward Sheriff's Office Back to School event on August 9<sup>th</sup>.
- (17) Issued NTP to EE&G and Keith & Associates
- (18) Issued go ahead to begin lease up of units at Stanley Terrace
- (19) Continue to work on staffing plan and budget
- (20) Worked with A. Hartt, B.Ferguson regarding submission to RBC Tax Credit Syndicator for the TH
- (21) Assisted with transition from Inc. to LP for the Townhomes
- (22) Meeting and emails with Assistant City Manager Brian Donovan regarding transition of CDBG funds to DBHA
- (23) Coordination of DBHA staff to receive HTVN web training
- (24) Issued Confidentiality Statements to vendors with access to high level information

#### City of Deerfield

Dr. Jarmon and Attorney Tolces met with Assistant City Manager Brian Donovan, Donna DeFonzo and their legal representative on June 25<sup>th</sup> to revisit the initiative to allow the DBHA to oversee CDBG funds. Proposed Agreement will be reviewed by the board at their August meeting. Dr. Jarmon is seeking approval to move forward with the negotiations. The proposed timeline for the transition is October 1, 2014. Dr. Jarmon sent resumes' of potential sub-consultants to the Assistant City Manager to review.

Respective Department reports follow.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING  
Quality Assurance Division

July 1, 2014

Dr. Nadine Jarmon, Executive Director  
Deerfield Beach Housing Authority  
533 Dixie Hwy, Suite 201  
Deerfield Beach, FL 33441

SUBJECT: Voucher Management System (VMS) Review Report – June 11, 2014  
Deerfield Beach FL081

Dear Dr. Jarmon:

Thank you for your response of June 30, 2014 to the subject VMS review report.

The report was issued pursuant to the VMS review conducted by the Quality Assurance Division (QAD) at your Housing Authority on April 29<sup>th</sup> and 30<sup>th</sup>, 2014. During the review, areas of significant reporting deficiencies were identified, resulting in a finding requiring corrective action.

The corrective actions taken by the PHA as outlined in your response are considered sufficient to address the identified finding. The review is now considered closed and no further response is necessary at this time.

The cooperation extended during our visit and your assistance in helping us ensure VMS data integrity is much appreciated. Should you have any questions or concerns, please contact Donna Adams at (401) 277-8331 or via email at [Donna.Adams@hud.gov](mailto:Donna.Adams@hud.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole R. Jackson".

Nicole R. Jackson  
Senior Quality Assurance Specialist  
Quality Assurance Division

cc: Victor Rocher, Acting Director of Public Housing, Miami Field Office  
Robert Boepple, Deputy Director, Financial Management Center

## **Housing Choice Voucher Programs Update**

**August 7, 2014**

- **HCV Program:**
  - Effective July 15, 2014, Ruchelle Hobbs retired from Deerfield Beach Housing Authority. Her successor, Jan Housh will assume most of her responsibilities for the HCV program.
  - Effective July 10, 2014, Delta Hofmeister was hired as the HCV Specialist to take over the duties performed by Jan Housh. Ms. Hofmeister comes to the agency with more than 8 years of experience in Public Housing. We are pleased to welcome her to our team.
  - Effective July 31, 2014, HUD publicized the final FY2014 Fair Market Rent Summary for the Housing Authority. Our payment standards will not change this year.
  - Effective July 29, 2014 the Department renewed the Senior Community Service Employment Program (SCSEP) with AARP so that we may continue to utilize their services of their agency.
  - During the month of July, staff processed move-ins for 58 applicants. These vouchers were originally issued on March 14 and April 4. There were 9 applicants who asked for portability to other jurisdictions- 1 applicant requested to be returned to our waiting list due to reasonable accommodations- 7 applicants failed to lease up and will be dropped - 41 applicants who leased up in our jurisdiction.
  - There are approximately 1330 families waiting for housing assistance. We will continue to monitor the top 100 families for eligibility and issue vouchers when funding is available.
  - Staff completed 42 annual recertification's, along with 31 interim re-examinations and 4 unit transfers.
  - We are proud to announce that 2 of our participants became 1<sup>st</sup> time homeowner's.

- HCV program held 3 informal hearings; our informal hearing officer was John Scanell, Deputy Director of Boca Housing Authority.
- 3 families were terminated from the HCV program. All 3 families voluntarily gave up their vouchers.
- The HQS Housing Inspector, Jean St. Juste performed a total of 97 inspections- 40 passed- 52 failed- 5 could not enter.
- As of July 31, 2014:

Total number of families lease up(excluding portouts)	393
Homeowners	8
Port-Outs	15
Near Elderly Disabled	54
Regular Voucher Holders	316
Total Applicants	1330

- **Family Self-Sufficiency Program:**

- As of July 31, 2014:

FSS participants	48
Employed ( 5 enrolled in school P/T)	32
Full-time student (unemployed)	2
Non-student (unemployed)	14
Participants with escrow accounts	20
Deposit from HUD (July)	\$3869
Escrow deposit (July)	\$3034
Escrow balance (July )	\$73182.84

- FSS Manager, Betty Ferguson, has been dividing her time between helping The Townhomes and her FSS clients.



- **Staff Training and Development:**

- Staff completed the GoSection8.com training for the new and improved website.
- HCV Compliance Officer, Tcherlie Macenat successfully completed her training for the HEART Alliance.
- FSS Manager, Betty Ferguson continues to conduct weekly sessions for the FSS National Study. So far she has 48 participants in her FSS group.
- HCV Specialist, Delta Hofmeister is continuing to train on our Admin Plan and Procedures.
- HCV Compliance Officer, Tcherlie Macenat is working on DBHA's Annual Plan.
- Under the HCV program all full time employees completed their Employee Surveys.
- HCV Manager, Jan Housh completed the first staff meeting with all members of her team using information from Robert Half, "Creating the Dream Team."

- **Community Involvement:**

- HCV Management, Jan Housh and Ruchelle Hobbs hosted a Landlord briefing and workshop in Hollywood for Waypoint Homes, Inc.
- Betty Ferguson participated in the Homeless to Homeownership (H2H) monthly meeting in Ft. Lauderdale.
- Betty Ferguson also participated in the Partners Coordinating Committee (PCC) quarterly event for the FSS program
- Betty Ferguson was present for the Broward County Housing Coalition Housing Fair held in Miramar.
- We helped give funding for the 3<sup>rd</sup> Annual Back to School event

## PUBLIC HOUSING MONTHLY SUMMARY

### ❖ PUBLIC HOUSING EVENTS

#### ○ PALMS

- July 4, 2014 – F.A.C.T BBQ
- July 17, 2014 – Ice Cream Social sponsored by Lincoln Heritage
- August 6, 2014 – Dominoes Social – Sponsored by Care Plus
- August 12, 2014 – Ice Cream Social – Sponsored by Care Plus
- August 20, 2014 – Health Care Presentation – Sponsored by Care Plus
- August 28, 2014 – Game Day – Sponsored by Care Plus

#### ○ STANLEY TERRACE

- August 2, 2014 – 3<sup>RD</sup> Annual Back to School Event. We experienced an awesome turnout by the residents and DBHA staff. A special thank you to Commissioner Gayle for coming out. Thanks to our amazing sponsors, Wayne Barton, Domani Motors, Inc., City Fire, Inc., the Office Depot Foundation, Kennie & Ruchelle Hobbs, DBHA and private donors we were able to donate **152** book bags with school supplies to the residents of Stanley Terrace and the Townhomes of Deerfield Beach!





## Bounce Back to School

By Rachel Galvin

On August 2, the residents of Stanley Terrace apartments had a wonderful time at a special event called Bounce Back to School. Created by the Deerfield Beach Housing Authority (DBHA), this event for the third year brought hundreds of kids and their families to enjoy bounce houses, bubbles, jump rope, chalk and games while listening to the DJ play and eating hot dogs and hamburgers. There was even a “Soul Train” line, said Jasmine Privott, Director of Operations and public affairs for DBHA, who added that 150 bags were donated by several private and business sponsors, including Domani Motors, Wayne Barton, Office Depot, City Fire, Inc. Each book bag included school supplies. Those under 2 received sack packs. There also were raffles for parents with housewares and beauty supplies given away.



Showing off her Sack pack.

## ❖ VACANCIES

- The Palms has 1 vacancy pending a move –in from an available waiting list applicant.
- Stanley has 10 vacancies for (RAD) however due to the current progress we will fill 6 units before the new fiscal year with applicants from our waiting list.

## ❖ DEPARTMENTAL NEWS

- Per HUD mandated notice PIH 2014-12 (HA) Flat Rents must be no lower than 80% the current FMR's. Broward County's FMR's are steady on the rise in Broward County and in order to be compliant with HUD we must raise our Flat Rents no later than October 1, 2014.  
The 11% of Stanley Terrace and 8% of Palms Apartment public housing residents that current utilize the Flat Rent option will be phased in to the new Flat Rent schedule when their current lease expires. Also, any current Public Housing family on a Flat Rent will be limited to a 35% increase of a family's current rent amount until the new Flat Rent amount is reached.
- Dominion Group performed an inspection at the Palms on all capital improvements performed with the IRRA funds dating back to 2010. During the inspection the exterior and interior of the building was inspected along with 30 units. The inspector checked HVAC units, toilets, showerheads and lights.
- We are proud to announce that two of our young residents are winners of the 2014 Deborah L. Vincent / FAHRO Scholarship! The sons of Latoysa Baldwin, James and Craig Baldwin will be honored are at the FAHRO awards ceremony at the Disney Yacht Club on August 14, 2014. Awards are up to \$1,500 each.

The Deborah L. Vincent/FAHRO Education Scholarship is developed to assist residents of federally assisted housing or a recipient of assistance through the Community Development Block Grant program in Florida.

Recipients must be a high school senior and expected to graduate no later than July 2014 or currently enrolled in postsecondary institution.

All applicants must meet income requirements as defined by HUD for public/ assisted housing and Community Development Block Grant targeted area recipients.

Applicants must have a sponsor that is an active member of FAHRO as a housing authority/ agency or community development agency that is willing to support recipients travel expenses to attend Annual Convention awards banquet to receive scholarship if selected.

Students must have the following items submitted in order to be considered for this scholarship opportunity.

1. Completed Student application including a transcript
2. Four Recommendation Forms - Of the four recommendations required, one should be from a school official, two from a community member (employers, ministers, or anyone with significant knowledge of the applicant), and the fourth is a FAHRO recommendation from the executive director of the housing authority/agency or community development program.

## ❖ MAINTENANCE

- Our 3 Technicians have been steady working hard performing work orders and general maintenance at Stanley Terrace Apartments, The Palms of Deerfield Beach Apartments, The Palms of Deerfield Beach Townhomes and the Business Skill Center. Our Two janitorial employee's upkeep the cleanliness at all sites as well.

## ❖ RAD UPDATE

- RAD closing anticipated late winter early spring.
- Weekly conference calls.
- Enlisted Southeastern Pest and Termite to inspect all of Stanley Terrace for Termites. This inspection was requested but the RAD contractors before the community under goes construction. Southeastern Pest and Termite recommends we treat all buildings before construction.
- Reached out to the City of Deerfield Beach to inquire about recycling at Stanley Terrace after the renovations. Will meet with the city when we are close to wrapping up the renovations as they will be changing some of their requirements by that time.
- Maintenance Team Leader, Miguel St. Ange continues to work closely with the Excel Architects supplying them with ongoing information about appliances, HVAC, plumbing, roofing and any Stanley Terrace structural request.

## ❖ POLICY UPDATES

- Pending new lease, building rules and lease addendums.
- Pending new Affirmative Fair Housing Marketing Plan (AFHM Plan)

## ❖ STAFF MEETINGS/TRAINING

- Weekly Monday Staff meetings. We commonly discuss weekly goals and opportunities for improvement.
- Some PH staff members participated in the following FREE webinars offered by our Lindsey vendor and HUD:
  - Application Entry – 7/10/14 - Lindsey

- Public Housing Occupancy – 7/18/14 - Lindsey
- Formal agreements, Security Deposits and check printing for AP 7/28/14  
– Lindsey
- Relocation Under the First Component of RAD – 7/25/14 - HUD

## The Palms of Deerfield Beach Townhome report

June 1 thru July 31, 2014

The townhome continue to work toward Excellency in providing affordable housing options to families. The Deerfield Beach Housing Authority's maintenance department is working daily to complete many outstanding worker orders and do the unit turnaround for the vacant unit. Management is currently being assisted by temporary person from Office Team. The following reports have been submitted:

**Monthly reports for June and July Broward County Housing Finance Authority**

**Monthly reports May and June to Florida Housing Finance Corporation**

**Quarterly report to RBC**

**Certification Compliance Package to Berkadia**

<b>June 1-30, 2014</b>	Number of Units Vacant	Units Vacant	Percentage rate
Vacancies	4	431A,417B,427A,421B	
Move -Ins	2	417B – June 1 427A – June 15	
Occupancy			96%
<b>July 1-31, 2014</b>			
Vacancies	2	431A, 421B	
Move-Ins	0		
Occupancy			96%