

RESOLUTION NO. FY2009-3613

A RESOLUTION AUTHORIZING THE PRESIDENT/CEO OF THE HOUSING AUTHORITY OF THE CITY OF TAMPA TO EXECUTE A CONSORTIUM AGREEMENT WITH THE CITY OF TAMPA TO APPLY FOR FEDERAL STIMULUS FUNDING UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S NEIGHBORHOOD STABILIZATION PROGRAM 2.

WHEREAS, the Housing Authority of the City of Tampa (Authority) and The City of Tampa (City) have negotiated a consortium agreement in accordance with HUD's requirements for participation in the competitive round of funding under the Neighborhood Stabilization Program 2 (NSP2);

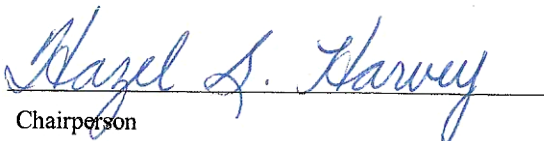
WHEREAS, the Authority and City wish to submit an application to HUD under NSP2 for funding of the public infrastructure at Encore at approximately \$28 million, and the purchase and rehabilitation of foreclosed residential properties and vacant land parcels throughout an 11 census tract area in Central Park, East Tampa and Ybor City at approximately \$10 million, bringing the total funding request for this application to approximately \$38 million;

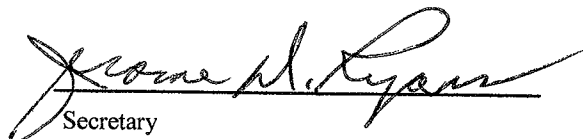
WHEREAS, the Authority will act as Lead consortium member for purposes of this application and be charged with overall responsibility for ensuring that the consortium complete all requirements of HUD in the implementation of the NSP2 program when funded; and,

WHEREAS, the application submission deadline is July 17, 2009.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Tampa authorizes the President/CEO to complete negotiations and execute a consortium agreement with the City of Tampa and submit an application to the US Department of Housing and Urban Development for NSP2 funding.

Adopted this 17th day of June 2009.


Chairperson


Secretary

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT (this "Agreement"), made and entered into this _____ day of June, 2009, by and between the City of Tampa, a municipal corporation existing under the laws of the State of Florida ("City"), and the Housing Authority of the City of Tampa, Florida, a _____ ("THA") (together, City and THA shall be referred to as the "Consortium").

WITNESSETH:

WHEREAS, Congress has appropriated funds under the American Reinvestment and Recovery Act of 2009 (the "Recovery Act"), for the purpose of stabilizing neighborhoods whose viability has been and continues to be damaged by the economic effects of properties that have been foreclosed upon and abandoned; and

WHEREAS, the Department of Housing and Urban Development ("HUD") issued a Notice of Fund Availability (the "NOFA") notifying the public that it is accepting applications for grants of funds for Neighborhood Stabilization Program 2 ("NSP2") under the Recovery Act; and

WHEREAS, the Consortium believes it is in the best interest of the residents of the City to submit an application (the "Application") for a grant of funds under NSP2; and

WHEREAS, the Application requires that all members of the consortium enter into a consortium agreement.

NOW THEREFORE, for good and valuable considerations, the City and THA agree as follows:

- 1) Purpose. The Consortium hereby agrees to cooperatively carry out, together with its for-profit partner, Banc of America Community Development Corporation, a North Carolina corporation (the "Partner"), the NSP2 program which contains the activities set forth in the Program Summary attached hereto as Exhibit "A" and incorporated herein by reference (the "Program").
- 2) Term. The term of this Agreement shall commence on the last date of execution by the City and THA (the "Effective Date") and shall remain in effect until the completion of the Program. For the purposes of this Agreement, execution by the City shall mean the execution by the Mayor of the City and attestation by the City Clerk with the authorization of City Council.

- 3) Geographic Area of Application. The Program is proposed to be within the following census tracts:_____. The Consortium hereby acknowledges that this is for the sole purposes of completing the Application.
- 4) Completion of Application. The Consortium agrees to use its best efforts to complete the Application prior to HUD's application deadline of July 17, 2009 (the "Application Deadline").
- 5) Eligibility. The Consortium is eligible to submit the Application pursuant to the eligibility requirements set forth in the NOFA upon the execution of this Agreement by the Mayor of the City with the authorization of the City Council.
- 6) The Program. Upon receipt of funding, the Consortium agrees to carry out the Program.
- 7) Lead Member. THA is hereby authorized to act as the lead member of the Consortium and represent all members of the Consortium and the Partner. THA shall assume overall responsibility for ensuring that the Application and Program are carried out in compliance with all NSP2 requirements (in such capacity the "Lead Member").
- 8) Consortium Commitment. Each member of the Consortium commits to complete its responsibilities within the Program as set forth in the Application upon receipt of NSP2 funds for the Program.
- 9) For-Profit Partner Commitment. Attached hereto as Exhibit "B" is the firm commitment of the Partner to the Consortium.
- 10) Environmental Review. The City, as a unit of general local government, shall assume all responsibility for environmental review, decision making and action for the Application and the Program in accordance with the requirements of the NOFA and 24 CFR Part 58.
- 11) Consortium Funding Agreements. The City will enter into separate funding and performance agreements with the Lead Member on or before December 1, 2009.
- 12) Internal Auditor. The Consortium hereby authorizes the internal auditor to carry out internal audits of any NSP2- assisted activity
- 13) Non-Assignability. This Agreement or any part hereof may not be assigned without prior consent of the other member, and no assignment shall be made except as permitted by the regulations governing the Program.

- 14) Headings. All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
- 15) Venue; Costs. This Agreement shall be construed under the laws of the State of Florida. In the event of a dispute, venue shall be in Hillsborough County, Florida and the prevailing party shall be entitled to recover attorney's fees and costs.
- 16) Jury Trial Waiver. The parties hereby waive any and all rights to a trial by jury of any issue arising out of or relating to this Agreement.
- 17) Severability. If a court of competent jurisdiction holds any item or provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 18) Notice. All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.
- a. City of Tampa
2105 N. Nebraska Ave
Tampa, Florida 33602
Attn: Housing and Community Development Manager
- City of Tampa
306 E. Jackson Street
Tampa, Florida 33602
Attn: Director of Growth Management and Development
- b. The Housing Authority of the City of Tampa, Florida
- 19) Merger Clause. This Agreement together with the exhibits attached hereto sets forth the entire agreement between the parties and there are no promises or understandings other than those set forth herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated exhibits, then this Agreement will prevail.
- 20) Terms. Capitalized terms contained herein shall have the definition assigned herein. Capitalized terms contained herein that do not have a definition

assigned shall have the meaning assigned in the applicable federal statute or regulation.

- 21) Estoppel/Waiver. The failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver or estoppel of any subsequent violation of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed.

CITY OF TAMPA

By: _____
PAM IORIO, MAYOR

Date: _____

ATTEST:

CITY CLERK

(Insert notary block)

THE HOUSING AUTHORITY OF THE CITY OF TAMPA

By: _____
Jerome Ryans, President & CEO

Date: _____

WITNESS

WITNESS

(insert notary block)