



Legislation Text

File #: 24-1178, **Version:** 1

Interoffice Memorandum

DATE: July 20, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director, Planning, Environmental, and Development Services Department

CONTACT: Mitchell Glasser, Manager

PHONE: 407-836-5190

DIVISION: Housing and Community Development Division

ACTION REQUESTED:

Approval of Memorandum of Understanding between City of Orlando, Florida and Orange County, Florida to serve individuals or families from the City of Orlando and Orange County. All Districts. (Housing and Community Development Division)

PROJECT: N/A

PURPOSE: March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021 (ARP) to address the needs of homeless assistance and supportive services. Section 3205 of ARP appropriated \$5 billion in ARP funds to be administered through the U.S. Department of Housing and Urban Development (HUD) through the HOME Investment Partnerships Program (HOME) to perform activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. The program developed for the use of the \$5 billion in ARP funds is the HOME-American Rescue Plan or "HOME-ARP" which was allocated to counties and local jurisdictions.

On April 18, HUD allocated \$4,787,204 in HOME-ARP funds to the City of Orlando. The City plans to use the HOME-ARP funds to develop affordable housing for the benefit of the qualifying population of those individuals or families that are fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking. OSO Properties (Harbor House), located in Orange County, has submitted a proposal to the City for HOME-ARP funds in the amount of \$4,000,000 to construct nine attached townhomes which are to be used as affordable rental housing.

Per the HOME ARP regulations, if a project is located outside of the city limits, the City of Orlando must enter into a Memorandum of Understanding so that both jurisdictions contribute to the project. Orange County and the City of Orlando desire to enter into this Memorandum of Understanding in order to ensure compliance with the HOME-ARP requirements and provide funding to the project. Orange County will provide their funds in the form of Impact fee waivers. Any waiver of impact fees by Orange County for the Project will be done in accordance with, and as allowed by, state and local law including, but not limited to, Chapter 23, Orange County Code. Orange County does not intend to provide any HOME-ARP funds or general revenue funds toward the Project.

The County Attorney's Office has reviewed the Memorandum of Understanding as to form.

BUDGET: N/A

BCC Mtg. Date: August 13, 2024

This Document

Prepared by:

Lisa Pearson, Esq.
Chief Assistant City Attorney
City of Orlando
400 S. Orange Ave.
Orlando, FL 32801
(407) 246-2295

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ORLANDO, FLORIDA AND ORANGE COUNTY, FLORIDA**

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is made and entered into as of the 10 day of June, 2024, (“Effective Date”) by and between and the **City of Orlando**, Florida, a municipal corporation (“City”) and **Orange County**, Florida, a political subdivision under the laws of the State of Florida (“Orange County”).

WITNESSETH:

WHEREAS, on March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021 (P.L. 117-2) (“ARP”) to mitigate the effects stemming from the impacts of COVID-19 and provide vital resources for state and local governments to respond to the pandemic and its economic effects;

WHEREAS, to address the needs of homeless assistance and supportive services, Section 3205 of ARP appropriated \$5 billion in ARP funds to be administered through the U.S. Department of Housing and Urban Development (HUD) through the HOME Investment Partnerships Program (HOME). The program developed for the use of the \$5 billion in ARP funds is the HOME-American Rescue Plan or “HOME-ARP”;

WHEREAS, ARP defines “qualifying populations” as individuals or families that are (1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. §11302(a)) (“McKinney-Vento”); (2) at risk of homelessness, as defined in section 401 of McKinney-Vento; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family’s homelessness or would serve those with the greatest risk of housing instability; or (5) veterans and families that include a veteran family member that meet the criteria in one of (1) - (4) above;

WHEREAS, ARP authorized HUD to allocate HOME-ARP funds to units of general local government, and, on April 18, HUD allocated HOME-ARP funds to the City in the amount of Four Million Seven Hundred Eighty-Seven Thousand Two Hundred Four Dollars (\$4,787,204.00);

WHEREAS, as a recipient of HOME-ARP funds, the City was required to develop and

submit a HOME-ARP Allocation Plan and describe how it will use the funds to address the needs of HOME-ARP qualifying populations;

WHEREAS, HUD approved the City's HOME-ARP Allocation Plan to use the HOME-ARP funds to develop affordable housing for the benefit of the qualifying population of those individuals or families that are fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking;

WHEREAS, OSO Properties has submitted a proposal to the City for HOME-ARP funds in the amount of *Four Million Dollars and 00/100 (\$4,000,000.00)* to construct nine (9) attached townhomes in a project called "The Grove" which is to be used as affordable rental housing, where survivors and their children can live independently upon exiting the emergency shelter, on the same campus, while still receiving the services provided on the main campus (hereinafter referred to as the "Project");

WHEREAS, the new construction of affordable rental housing limited to occupancy by those individuals or families that are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking (which is one of the qualifying populations under HOME-ARP) is an eligible project under HOME-ARP and the City's HOME-ARP Allocation Plan;

WHEREAS, the HOME-ARP regulations at 24 CFR §92.201(a)(2) allow the City to invest its HOME-ARP funds in a Project outside the boundaries of its jurisdiction if the City invests its HOME-ARP funds in a jointly funded project within the boundaries of a contiguous local jurisdiction which serve qualifying populations in both jurisdictions;

WHEREAS, the Project is located in Orange County, which is a contiguous local jurisdiction and has the only domestic violence shelter in the area. The Project will serve those individuals or families from both the City and Orange County that are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, which is a qualifying population; and

WHEREAS, HUD requests the parties enter into this Agreement to ensure compliance with the HOME-ARP requirements.

NOW THEREFORE, the City and Orange County agree as follows:

1. **Funding Obligations.**

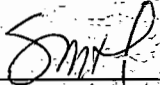
- a. HOME-ARP funding. The City of Orlando will provide OSO Properties up to \$4,000,000 in HOME-ARP funds for the Project.
- b. Impact Fee Waiver. In support of the Project, Orange County will waive some or all of the following impact fees associated with the Project: transportation, law enforcement, fire, and parks and recreation. Orange County does not intend to waive school impact fees without the consent of the School Board of Orange County, Florida. Orange County has calculated that its waiver of impact fees for the Project will amount to approximately \$96,690.51. This approximate amount is subject to

change at the County's sole discretion including, but not limited to, at the time of permitting for the Project or via future agreements between the County and any developers, builders, or other parties associated with the Project. Any waiver of impact fees by Orange County for the Project will be done in accordance with, and as allowed by, state and local law including, but not limited to, Chapter 23, Orange County Code. Orange County does not intend to provide any HOME-ARP funds or general revenue funds toward the Project.

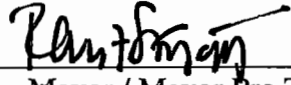
- 2. **Sovereign Immunity.** Nothing in this Agreement shall be deemed or construed as a waiver of any privilege, immunity or other protection which may be available to the City or Orange County under the doctrine of sovereign immunity or the limitations of liability contained in §768.28, Florida Statutes.
- 3. **Scope.** Nothing in this Agreement shall commit either party to obligate or transfer any funds to the other. This Agreement is not intended to, and does not, create any right, benefit, responsibility or obligation that may be enforced by any non-party.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the Effective Date.

ATTEST:

By: 
Stephanie Herdocia, City Clerk

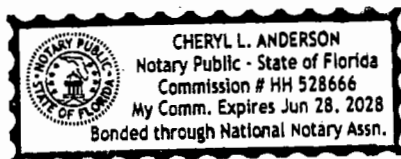
CITY OF ORLANDO, a municipal corporation,
organized and existing under the laws
of the State of Florida (SEAL)

By: 
Mayor / Mayor Pro Tem

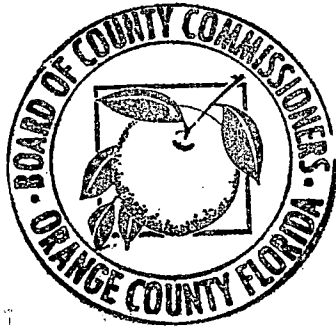
Date: 7-2-2024

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of July, 2024, by ~~Mayor~~ / Mayor Pro Tem and Stephanie Herdocia, City Clerk, of the City of Orlando, Florida, who are both personally known to me.




Notary Public Signature
My Commission Expires: 6/28/28



ORANGE COUNTY FLORIDA

By: Board of County Commissioners

By: *Bryan W. Brooks*

H Jerry L. Demings
Orange County Mayor

Date: *13 August 2024*

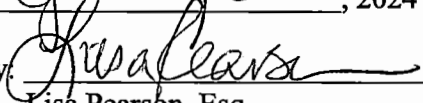
ATTEST: Phil Diamond, CPA
County Comptroller as Clerk of the
Board of County Commissioners

612 By: *Jennifer Jane Kinney*

Date: **AUG 13 2024**

Approved as to form and legality for the
use and reliance of the City of Orlando
Florida only

July 2, 2024

By: 
Lisa Pearson, Esq.
Chief Assistant City Attorney

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