



## **Title - TR13558 - Resolution Confirming City of Tamarac's Compliance with Fair Housing Standards**

A Resolution of the City Commission of the City of Tamarac, Florida confirming Fair Housing compliance with the US Department of Housing and Urban Development and adopting the 2020 Analysis of Impediments to Fair Housing Choice prepared in partnership with Broward County Home Consortium, attached hereto as Exhibit "A" and the City of Tamarac Transit Title VI Program Plan, attached hereto as Exhibit "B", as a condition of Community Development Block Grant-Disaster Recovery (CDBG-DR) program funding for four wastewater lift station generators located within the city; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
1 - TR13558 Memo HUD Fair Housing-Public Svc_ (002)	2/10/2021	Cover Memo
2 - TR13558 Reso - Fair Housing-Public Svc. CDBG-DR (003)	2/10/2021	Resolution
3 - Exhibit A TR13558-Analysis of Impediments	2/10/2021	Exhibit
4 - Exhibit B TR13558 TAMARAC Transit 2018-TITLE-VI-PROGRAM-PLAN-Signed-off	2/10/2021	Exhibit
5 - Exhibit C TR13558	2/10/2021	Exhibit
6 - Letter from DEO	2/10/2021	Backup Material

**City of Tamarac**  
**INTEROFFICE MEMORANDUM 21 01 006M**  
**Community Development Department**

**To: Michael C. Cernech, City Manager**

**From: Maxine Callaway, Director of Community Development**

**Date: February 10, 2021**

**Re: Resolution Confirming Compliance with HUD Fair Housing Regulations and adopting the 2020 Analysis of Impediments to Fair Housing Choice and the City of Tamarac’s Transit Title VI Program Plan as a condition to accept a CDBG-DR Subrecipient Grant Agreement with FDEO/HUD for the Wastewater Lift Station Generator Project; TR#13558**

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**Recommendation:**

The Director of Community Development recommends that the City Commission approve this resolution confirming that the City of Tamarac is in compliance with the US Department of Housing and Urban Development Fair Housing Regulations.

**Issue:**

The City is the recipient of a \$353,000 award from the Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Repair Program for the provision of four generators at four wastewater lift station locations within the City. The grant is provided by the US Department of Housing and Urban Development (HUD) through the Florida Department of Economic Opportunity (FDEO) and as a condition for the grant agreement, FDEO requires that the City must confirm fair housing compliance by resolution.

**Background:**

In FY2019, City staff conducted a wastewater lift station operations analysis and determined that four lift station sites were problematic and required repeated temporary, mobile generators to power wastewater pumps, particularly during storms when power was lost. Accordingly, a project to install permanent generators for these lift stations was added to the FY2019 Adopted Capital Improvement Program (CIP). These stations are located at the following sites:

<b>LIFT STATION LOCATION</b>	
16A	9400 NW 57 <sup>th</sup> Street (Challenger Elementary)
2E	2811 NW 48 <sup>th</sup> Street (E.Tamarac near Prospect)
34	9700 NW 77th Street (Weldon)
37	10100 NW 80th Street (Near TSC)

The City of Tamarac was awarded a CDBG-DR grant through FDEO. CDBG-DR funds were made available to help cities, counties, and states recover from Presidentially declared disasters, especially in low-income areas. This CDBG-DR grant cycle is being administered to assist with costs related to Hurricane Irma.

In July 2020, the City accepted the grant award and authorized execution of necessary documents pending legal review via R2020-052 (attached as Exhibit C). Upon review of the grant agreement, staff determined the City was not able to sign Attachment F of the agreement since we do not technically meet certain HUD Civil Rights Compliance and Fair Housing requirements. However, there are measures and policies that HUD accepts to satisfy the requirements: maintaining a current Analysis of Impediments to Fair Housing Choice (AI) (attached as Exhibit A).

As a part of the Consolidated Planning process and consistent with 24 CFR Part 91, the City update the AI in May 2020. It examines the affordable housing market and identifies barriers/impediments to fair housing choice. Through the Consolidated Planning process, staff addresses the barriers setting plan priorities and adjust policies as necessary, which is acceptable to HUD. The impediments identified are:

1. Displacement of Minorities Due to Gentrification
2. Income Inequality Between Race or Ethnicity
3. Decline in Household Purchasing Power
4. High Percentage of Renters are Cost Burdened
5. Increased Rate of Poverty
6. Funding Shortage for New and Existing

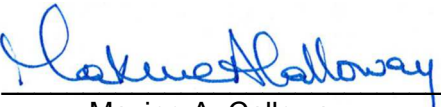
FDEO did not accept the City's update AI as compliance. FDEO General Council responded with a letter (see attached backup letter) stating the analysis would suffice, if the City provides a Resolution adopting the measures addressing housing related impediments detained in the AI (page 103). Subsequently, FDEO required for the City to provide a resolution confirming fair housing compliance and adopting the City's Analysis of Impediments to Fair Housing Choice (AI) and the Transit Title VI Program Plan (attached as Exhibit B).

Once adopted, the City may use this Resolution as authorization to sign Attachment F of the agreement, enabling the grant agreement to be executed pending legal review.

**Fiscal Impact:**

The grant award will provide \$353,000 in financial assistance toward the City's Lift Station Generator project. No match is required to accept this grant award.

In addition, this grant will join a \$431,668.<sup>50</sup> Hazard Mitigation Grant Program award through the Federal Emergency Management Agency (FEMA) that was accepted in January 2020 for the same project. The two grants will provide over \$784,000 toward the Lift Station Generator Project.



Maxine A. Calloway,  
Director of Community Development

MC/cfr

**Attachments:**

- Temporary Resolution #13558
- Exhibit A - Analysis of Impediments
- Exhibit B - TAMARAC Transit 2018-TITLE-VI-PROGRAM-PLAN-Signed-off
- Exhibit C - TR13558

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2021 \_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA CONFIRMING FAIR HOUSING COMPLIANCE WITH THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND ADOPTING THE 2020 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE PREPARED IN PARTNERSHIP WITH BROWARD COUNTY HOME CONSORTIUM, ATTACHED HERETO AS EXHIBIT "A" AND THE CITY OF TAMARAC TRANSIT TITLE VI PROGRAM PLAN, ATTACHED HERETO AS EXHIBIT "B", AS A CONDITION OF COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR) PROGRAM FUNDING FOR FOUR WASTEWATER LIFT STATION GENERATORS LOCATED WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Housing and Community Development Act of 1974 establishes the Community Development Block Grant Program (CDBG) and provides the basic framework for Community Development Block Grant Program-Disaster Recovery (CDBG-DR); and

WHEREAS, 24 CFR Part 570 establishes regulations for the CDBG and CDBG-DR programs; and

WHEREAS, 24 CFR Part 570, Subpart K requires all grantees and subrecipients to affirmatively further fair housing; and

WHEREAS, the City of Tamarac affirmatively further fair housing and is in compliance with the US Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity (FHEO) by preparing an Analysis of Impediments to Fair Housing Choice (AI) along with each 5-year Consolidated Plan, which is consistent with 24 CFR Part 91; and



WHEREAS, the US Department of Housing and Urban Development (HUD) provides storm mitigation grant funding to municipalities through the Florida Department of Economic Opportunity (FDEO) Community Development Block Grant Disaster Recovery (CDBG-DR) Grant Program; and

WHEREAS, the City of Tamarac has numerous lift stations located throughout the City pumping wastewater from communities and businesses; and

WHEREAS, wastewater lift stations may require generators providing electricity essential to power their respective wastewater pumps during power outages such as during a hurricane; and

WHEREAS, the City examined and determined that select lift station sites were problematic and required repeated temporary, mobile generators to power wastewater pumps, particularly during storms when power was lost; and

WHEREAS, the City planned to install permanent generators at these lift station sites within the City of Tamarac FY2019 Adopted Capital Improvement Program; and

WHEREAS, the City of Tamarac was awarded a CDBG-DR federally funded subrecipient grant in the amount of \$353,000 for the provision of four wastewater lift station generators at specified locations within the City; and

WHEREAS, the City accepted the CDBG-DR grant award on July 8, 2020 and authorized the appropriate City officials to execute the necessary documents pending legal review via R2020-052 which is attached hereto as EXHIBIT "C" and is incorporated herein by this reference; and

WHEREAS, as part of the documents necessary for grant funding, FDEO requires and the City agrees to provide this Resolution adopting the 2020 AI prepared in partnership with Broward County HOME Consortium and the City of Tamarac's Transit Title VI Program Plan as requested in the January 8, 2020 correspondence from the FDEO Office of General Council that is attached hereto as EXHIBIT A and is incorporated herein by this reference; and

WHEREAS, the Director of Community Development recommends a formal adoption of the AI and the City of Tamarac's Transit Title VI Program Plan as a condition of grant funding which is attached hereto as EXHIBIT B and is incorporated herein by this reference; and

WHEREAS, the City Commission wishes to provide our residents, businesses and visitors with the highest level of health safety services while preserving our environment; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Tamarac to adopt the 2020 Analysis of Impediments to Fair Housing Choice prepared in partnership with Broward County HOME Consortium and the City of Tamarac's Transit Title VI Program Plan as a condition for CDBG-DR grant funding.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this

Resolution. All exhibits attached HERETO and referenced HEREIN are expressly incorporated and made a specific part of this Resolution.

Section 2: The City Commission of the City of Tamarac HEREBY adopts the 2020 Analysis of Impediments to Fair Housing Choice prepared by Broward County HOME Consortium, attached hereto and incorporated herein as Exhibit "A".

Section 3: The City Commission of the City of Tamarac HEREBY adopts The City of Tamarac's Transit Title VI Program Plan, attached hereto and incorporated herein as Exhibit "B".

Section 4: All Resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

Section 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

Section 6: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021

CITY OF TAMARAC, FLORIDA

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MICHELLE J. GOMEZ,  
MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER JOHNSON,  
CITY CLERK

M. GOMEZ \_\_\_\_\_  
M. BOLTON \_\_\_\_\_  
E. M. GELIN \_\_\_\_\_  
E. VILLALOBOS \_\_\_\_\_  
D. PLACKO \_\_\_\_\_

I HEREBY CERTIFY that I  
Have approved this  
RESOLUTION as to form.

\_\_\_\_\_  
HANS OTTINOT,  
INTERIM CITY ATTORNEY

# Broward County HOME CONSORTIUM

## 2020 Analysis of Impediments to Fair Housing Choice



Broward County  
HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION  
110 NE 3rd St, Suite 300 | Fort Lauderdale, Florida 33301  
Tel: (954) 357-4900  
<https://www.broward.org/Housing>  
Report completed on June 1, 2020

## Executive Summary

This report was prepared for the Broward County HOME consortium, in partnership with Civitas, LLC (civitassc.com), a private independent affordable housing and public policy research firm.

The analysis consists of a comprehensive review of laws, regulations, policies and practices affecting housing affordability, accessibility, availability and choice within the Broward County HOME Consortium. The assessment specifically includes an evaluation of:

- Existing socio-economic conditions and trends in the county, with a particular focus on those that affect housing and special needs populations.
- Public and private organizations that impact housing issues in the county and their practices, policies, regulations and insights relative to fair housing choice.
- The range of impediments to fair housing choice that exists within both the urban center communities and other areas of the cities and counties.
- Specific recommendations and activities for the jurisdictions to address any real or perceived impediments that exist; and
- Effective measurement tools and reporting mechanisms to assess progress in meeting fair housing goals and eliminating barriers to fair housing choice in the county.

It is important to note that this executive summary is being drafted under the pall of the novel corona virus pandemic outbreak. All the content of this report has been generated based on data and analysis conducted before this major health crisis. The implications of the crisis are and will be profound, affecting communities and households along all social and economic dimensions.

The impact of the Covid-19 virus on housing is already being felt, disproportionately affecting minorities and other vulnerable communities. Prolonged unemployment, predicted by many, will affect households' ability to pay rent or avoid foreclosure. At the start of the outbreak in March, the governor of Florida along with others across the nation, placed a moratorium on evictions and foreclosures. Even if the moratoriums are extended, suspension does not mean forgiveness. This is a debt structure that can place households in an impossible place, where making rent month-to-month while at the same time trying to pay back rent, becomes insurmountable. Housing instability and homelessness result, and the implications on entire households and the community, can be devastating.

Whatever these tectonic shifts will be, however, the content of this report remains relevant, offering insight into baseline conditions (that the current crisis will likely magnify), and with an action plan that addresses the barriers to housing accessibility.

The picture painted here is typical of many urban areas across the United States. Housing costs for those in the bottom income brackets are increasing disproportionately to income. The

accepted standard for housing costs is 30 percent of household income. Beyond that, rents and mortgage payments are an increasing “cost burden” on families, putting them in a place of having to decide what monthly bills to pay and ineligible for loans due to high debt to income ratios. There are several solutions to this problem. Many states and cities have mandated raises in minimum wages. Many have worked to make more low-income and affordable housing options available. Some have programs to subsidize housing costs, often using federal money. Zoning changes have been made to allow for more density, mixed-use areas or relaxation of standards such as parking restrictions. In the midst of local efforts, large numbers of homeless continue—a number that will likely grow with prolonged unemployment.

Federal response to the growing housing crisis across the United States has presented a mixed picture. Many traditional programs have been recommended for draconian cuts by the current executive branch. Compromise budget agreements between the U.S. House and Senate have restored some cuts, but often at lower levels of funding.

Those in Broward County facing challenges in finding and keeping affordable housing are overwhelmingly black, Hispanic, disabled or sometimes individuals who identify as lesbian, gay, bisexual or transgender (LGBT). These challenges are driven and exacerbated by issues of low-income, high unemployment, lack of education, and overt and covert discrimination. The county has made strides in addressing these issues. But with more and more in facing housing costs that are an excessive burden, the need will only grow. Poverty rates declined in only three communities between 2010 and 2018 (Coconut Creek, Margate and Tamarac) and increased in all others. These are located in tracts just inland in the middle of the populated area. This does not mean the countywide poverty rate decreased; rather that the poor were displaced from these communities.

Between 2000 and 2018, Broward County grew 17.6 percent. This compares with a state growth rate of 28.9 percent. Densely populated census tracts are scattered throughout the central part of the county. Noticeably, the town of Hillsboro Beach, whose population doubles during the winter and is 92.6 percent white, is less dense.

A 2018 study conducted for Broward County by Florida International University’s Metropolitan Center described Broward County as one of the most unaffordable places to live in the U.S. A 2018 study in the *Miami Herald* reported that Broward County lost more residents than it replaced in 2017 and 2018 with the major reason cited as the high cost of living.

In the fall of 2018, Broward County voters approved the creation of a housing trust fund with a goal of having \$30 million available by 2033. The approved money cannot be diverted to other expenditures other than increasing the supply of affordable housing, a practice not without precedent in Broward County.

The proportion of blacks and Hispanics in Broward County is higher than the state as a whole. Blacks or African-Americans make up 27.5 percent of the compared to the state’s 15 percent.

Hispanics make up 29.1 percent of the population compared to the state's 23 percent. Median household income of black families is \$10,000 less than that for the entire county based on race. This meets HUD's definition of Racially/Ethnically Concentrated Areas of Poverty. Forty-four census tracts in Broward County experienced minority displacement through gentrification. Economic investment in a neighborhood raises property values, thus taxes. Rent hikes push low-income households out of homes and neighborhoods often occupied by generations.

In Broward County, more than 19 percent of disabled persons live below the poverty line, and 74.8 percent are not in the labor force. Low participation in the labor force make the housing needs of this group particularly acute.

According to the Movement Advancement Project, Broward County has strong equal opportunity protection for individuals who identify as LGBT. These protections can be strengthened, however, by adopting nondiscrimination laws for extending credit and lending.

"Social Vulnerability," is defined as by low socioeconomic status, household composition, those with disabilities, minorities and those with language barriers. The socially vulnerable occupy census tracts slightly inland from the coast. This creates a census tract picture with a swath of poor neighborhoods running north and south with the town of Hillsboro Beach almost devoid of this group. Growth in housing has typically been in the western areas where homes are newer and more expensive.

The growing need for affordable housing is perhaps nowhere better illustrated by noting that generally, the purchasing power of a household (based on income and allowing for inflation) declined between 2010 and 2018. The largest decline was -12.9 percent (Margate) to a low of -.5 percent (Davie). The meaning of this is clear enough: low-income households can actually afford to pay less for housing in HOME communities in all but two. Coconut Creek and Tamarac saw an increase of 3.7 percent and 5.6 percent, respectively.

Families with a high median income are concentrated in census tracts in the western parts of the county and along the beach and those with water access.

The term "cost burdened" is frequently used as a term describing households that pay more than 30 percent of their monthly income. By this measure, 61 percent of households pay rent are cost burdened. Fifty-one percent pay more than 35 percent. More than 23 percent of homeowners without a mortgage are cost burdened and 41.2 percent with a mortgage are. These households are vulnerable to any type of cost increase. The city of Lauderhill has the largest percent with 45 percent of homeowners cost burdened. Tracts with high percentages of cost burdened renting households are found throughout the county. These are not just vulnerable to increases in housing costs, but any increase in costs from utilities to gasoline to groceries.

Between 2010 and 2018, the percentage of renter occupied dwellings increased from 30.7 to 37.9 percent. While reasons for renting rather than owning can vary and include household



preference, it is more likely that many renters have been priced out of the housing market by their inability to find affordable housing and a down payment.

Inability to afford a home may be obscured by the fact that the median price of a single home declined 1.8 percent between 2000 and 2018 while rental rates increased by 14.9 percent. But since 2008, lending institutions have tightened their loan policies. During that period, the largest percentage of dwellings (25.5 percent) were priced in the \$300,000 to \$499,999 bracket with Coral Springs having the most expensive (\$336,900) and Lauderhill the least (\$124,400). Also, during that period, the percentage of rental units available for less than \$1,000 per month decreased from 37 percent to 21 percent. Lauderhill had the most affordable rents while Plantation the least. Despite modest declines in home prices, landlords have been able to raise rental rates, thus increasing the cost burden on households.

Coastal tracts have a higher vacancy rate than those further inland. But, properties used only seasonally or as vacation homes are considered vacant. Residential construction permits trended generally upward between 2010 and 2018 with a notable increase in dwellings with five-plus units. These typically are considerably less costly than single-family dwellings. It is highly likely that these are not falling in the category of affordable homes. Rather, they can be pricey condominiums located on ocean-access canals, the New River and Intracoastal Waterway.

In Broward County, a majority of census tracts are HUD designated low to moderate income (LMI). Between 2014 and 2018, 37 new tracts were identified and 20 were dropped. This designation is intended to identify areas where households need additional support to obtain affordable housing.

Nearly eighty-nine percent of workers reported driving to work while 2.6 percent used public transportation. That said, we do not know the data on the availability of public transportation nor the potential demand with wider availability

Using the HUD definition of a single-family dwelling having one to four units, 48.7 percent of units in Broward County are so designated. 28.1 percent of housing stock has 20 or more units, meaning that approximately 20 percent have between five and 19. These are rare in many communities but are of note because they can tend to provide affordable housing options.

Newer homes are located in the western part of the county (meaning generally they are more costly). Older homes are typically found closer to the coast. Older homes (typically more affordable or with lower rents) built before 1980 may have lead-based paint and in need of more repairs. The struggle to provide more affordable housing is often one of giving funds to renovate and bring dwellings up to code and building new housing. These reflect policy decisions of the county and HOME communities and should be carefully considered.

Various ways to promote affordable housing include: zoning to allow for group homes and require builders to set aside a percentage of homes that will be occupied by families with income

equal to the area median and in some cases set aside 40 percent of homes for families with less than 60 percent of the area median income. Section 8 housing vouchers subsidize reasonable rents not to exceed 30 percent of household income. Communities receiving Community Development Block Grant Funds (CDBG) are required to ensure affirmative action with respect to fair housing. Additionally, HUD will investigate cases of suspected housing discrimination.

CDBG funds are used in various ways from home acquisition and rehabilitation to provision of public services. Several HOME communities both incorporated and unincorporated participate. Although unlikely to be the final budget decided by Congress, the 2021 executive budget calls for the elimination of this HUD program.

CDBG funds support a wide range of activities including building, buying and/or rehabilitating affordable housing for rent or homeownership or provide direct rental assistance to low-income people. Broward County provides HOME funding to entitlement cities participating in the HOME Consortium. Entitlement jurisdictions include Coconut Creek, Coral Springs, Deerfield Beach, Margate, Tamarac, Sunrise, Plantation, Lauderhill, Davie, Pembroke Pines and Miramar.

Broward County public policies implemented to meet housing needs include:

1. Expanded School Board Educational Impact Fee Waiver
2. Support of Bonus Density for Affordable Housing
3. Established Affordable Housing Trust Fund
4. Coordinated Efforts to Address Homelessness
5. Provide Faster Delivery of Services and Benefits
6. Enacted Landlord Registration and Rental Property Inspection Program
7. Created Broward Housing Council
8. Implemented State of Florida Save Our Homes Policy
9. Encourage Affordable Housing in Commercial Sites

Data filed by Broward County financial institutions under the Home Mortgage Disclosure Act (HMDA) show 82,500 applications in 2017. Of these 37,000 were approved. The remaining were denied with the top reason being debt-to-income ratio (30 percent) and credit history (24 percent). Many of the remaining applications were withdrawn or closed because they were never completed. African Americans or blacks with less than 80 percent of the area median income were the largest number denied (24 percent). Loan denials showed a significant change from a peak in 2007 to 2017.

The county and member cities of the HOME Consortium are recommended to focus on the following programmatic actions to further strengthen its efforts to address barriers and inequities in accessing affordable and desirable housing:

Action 1: Expand Dedicated Public Funding and Leverage Private Resources to Increase Affordable Housing Opportunities.

Action 2: Promote Municipal Enactment of County Land Use Code Affordable Housing Incentives.

Action 3: Expand Housing Counseling.

Action 4: Offer Local Incentives for Affordable Housing in Opportunity Zones. Action 5:

Action 5: Expand Support for Homeless Service Providers and Homeless Housing Opportunities.

Action 6: Encourage Employer Assisted Housing.

Action 7: Expand Public Education Regarding Fair Housing Practices:

Action 8: Provide Tenant Information and Adopt Eviction Assistance Measures.

Action 9: Modify Construction and Rehabilitation Codes.

Action 10: Promote Municipal Enactment of County Land Use Code Affordable Housing Incentives.

Action 11: Increase the effectiveness of local fair housing ordinances through stronger code enforcement mechanisms.

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## Introduction

The long-term objective of this Analysis of Impediments to Fair Housing Choice (AI) is to make fair housing choice a reality for residents of the Broward County HOME Consortium through the prevention of discriminatory housing practices. One goal of the study is to analyze the fair housing conditions in the county and assess the degree to which fair housing choice is available for area residents. A second goal is to suggest ways to improve the level of choice through continued efforts to eradicate of discriminatory practices.

This report includes an analysis of various demographic, economic and housing indicators, a review of public and private sector policies that affect fair housing and a review of the county’s efforts to affirmatively further fair housing (AFFH) per federal law. The report provides six key sections: 1) Community Profile; 2) Public Sector Analysis; 3) Private Sector Analysis; 4) Fair Housing Profile; 5) Impediments to Fair Housing Choice; and 6) Recommended Actions to Address Impediments.

Broward County developed the HOME Consortium in 2002 for the purpose of providing safe, decent and affordable housing to low- and moderate-income citizens. The county serves as the lead entity for the consortium, managing the program, funding applications and distribution of funds. It is also responsible for preparation of the Five-Year Strategic Plan.

HOME participating cities include Coconut Creek, Coral Springs, Davie, Deerfield Beach, Lauderdale, Margate, Miramar, Pembroke Pines, Plantation, Sunrise and Tamarac. The geographic areas served under the county’s Community Development Block Grant (CDBG) program are the urban county participating cities Cooper City, Dania Beach, Hallandale Beach, Hillsboro Beach, Lauderdale-by-the-Sea, Lauderdale Lakes, Lazy Lake, Lighthouse Point, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Southwest Ranches, West Park and Wilton Manors. The unincorporated areas of central Broward County are also served. They include neighborhoods such as Boulevard Gardens, Washington Park, Franklin Park and Roosevelt Gardens.

The Broward County HOME Consortium has taken steps to promote fair housing choice and to address affordable housing shortages by adopting policies that are in line with the principles of the Fair Housing Act. The county promotes fair housing and educates leadership, staff and residents on what U.S. Department of Housing and Urban Development (HUD) defines as fair housing and discrimination in housing. These efforts are necessary to qualify for HUD entitlement grants. Further, the HOME Consortium has identified what steps it must take to overcome identified barriers and avoid the consequences of not adhering to non-discrimination and fair housing laws.

## Overview of Findings

Housing in the HOME Consortium varies by location, but there are some underlying and shared needs and challenges. Residential housing stock near the coast is often older and has more vacancies in the market. Affordability remains a key factor in choosing where one resides. Cost burden is a major problem for residents, particularly renters who are at greater risk of housing instability. Renters with severe cost burden are at higher risk of homelessness. Even with the increase in the number of rental units over the past several years, rents have continued to climb significantly in the region, reflecting national trends. This increase indicates that demand is high for rental units and there remains a pressing need for more affordable units.

Countywide, there are approximately 1.9 million people, which represents a 17.6 percent increase in population since 2000. Broward County is the second-most populous county in the state of Florida and the 17th-most populous county in the United States, according to the U.S. Census. Most of the growth occurred in the past 10 years, a trend in line with the state as a whole. When a population grows more quickly than the available housing stock, overall demand increases, putting upward pressure on housing prices. Increased prices make it more difficult to locate affordable, safe and secure housing, particularly for lower income households.

The report provides an analysis of the most recent data available from the Home Mortgage Disclosure Act (HMDA) database, providing insight into the mortgage lending practices and trends in the region. Mortgage lending activity in the county, much like the nation overall, has increased in the wake of the housing crash, the 2008 recession and the subsequent economic recovery, with purchase originations nearly doubling between 2011 and 2017. This is a sign that demand for housing is growing as the housing market is showing signs of recovery within the county. Government-insured mortgages have increased, consistent with tighter credit conditions and the more rigorous regulatory environment that emerged from the housing crash.

But even as home purchase activity has increased, barriers to fair housing choice persist for low- and moderate-income households, incomes that correlate with ethnic and racial minorities. For each described impediment, activities and outcome measures have been identified to help alleviate these barriers moving forward.

The identified impediments to fair housing choice in the county are:

1. Displacement of Minorities Due to Gentrification
2. Income Inequality Between Race or Ethnicity
3. Decline in Household Purchasing Power
4. High Percentage of Cost Burdened Renters
5. Increased Rate of Poverty
6. Funding Shortage for New and Existing Affordable Housing

Countywide, racial and ethnic diversity is higher than that of the state as a whole. White, black

or African American and Hispanic populations share a plurality of racial/ethnic makeup. There are still geographic areas within the county, however, where racial or ethnic population divides are more distinct. Tracts in the northern and western areas of the county are predominantly white, while the southwestern and southern parts of the county are mostly Hispanic. The central portions of the county near Lauderhill are majority black.

Household income and location correlate in the HOME Consortium with tracts along the southwestern border near Weston and tracts in the northwestern corner near Coral Springs having significantly higher Median Household Income (MHI) than many other tracts in the county. High poverty areas are primarily found in the center of the county slightly inland. Blacks or African American residents experience the highest poverty rates. Many tracts have poverty rates of more than 50 percent. These can be found throughout the area.

In Broward County, there were 44 tracts that have experienced minority displacement and one tract has experienced gentrification. Gentrification often involves displacement of low-income minority communities from areas their families have lived in for decades. Racial/ethnic issues as well as housing affordability are identified impediments. To address these, the county and jurisdictions have made efforts to increase affordable housing through tax exemptions, improving incentives for developers and repurposing vacant buildings into desirable and affordable housing.

The county and member cities of the HOME Consortium are recommended to focus on the following programmatic actions:

Action 1: Expand Dedicated Public Funding and Leverage Private Resources to Increase Affordable Housing Opportunities.

Action 2: Promote Municipal Enactment of County Land Use Code Affordable Housing Incentives.

Action 3: Expand Housing Counseling.

Action 4: Offer Local Incentives for Affordable Housing in Opportunity Zones.

Action 5: Expand Support for Homeless Service Providers and Homeless Housing Opportunities.

Action 6: Encourage Employer Assisted Housing.

Action 7: Expand Public Education Regarding Fair Housing Practices:

Action 8: Provide Tenant Information and Adopt Eviction Assistance Measures.

Action 9: Modify Construction and Rehabilitation Codes.

Action 10: Promote Municipal Enactment of County Land Use Code Affordable Housing Incentives.

Action 11: Increase the effectiveness of local fair housing ordinances through stronger code enforcement mechanisms.

## Methodology

This report was prepared by Broward County, in partnership with Civitas, LLC (civitassc.com), an independent affordable housing and public policy research firm.

The analysis consists of a comprehensive review of laws, regulations, policies and practices affecting housing affordability, accessibility, availability and choice within the Broward County HOME Consortium. The assessment specifically includes an evaluation of:

- Existing socio-economic conditions and trends in the county, with a particular focus on those that affect housing and special needs populations.
- Public and private organizations that impact housing issues in the county and their practices, policies, regulations and insights relative to fair housing choice.
- The range of impediments to fair housing choice that exists within both the urban center communities and other areas of the cities and counties.
- Specific recommendations and activities for the jurisdictions to address any real or perceived impediments that exist; and
- Effective measurement tools and reporting mechanisms to assess progress in meeting fair housing goals and eliminating barriers to fair housing choice in the county.

The planning process was launched with a comprehensive review of existing studies for information and data relevant to housing need and related issues. These documents included local comprehensive plans and ordinances, the 5-Year Consolidated Plan for the Broward County HOME Consortium, the previous Analysis of Impediments to Fair Housing Choice and other policy documents. Stakeholder input and observations were incorporated as well.

Additional quantitative data were obtained from multiple sources, including U.S. Census Bureau reports, American Community Survey data (ACS), the U.S. Bureau of Labor Statistics (BLS), Boxwood Means Inc. via PolicyMap and Federal Financial Institutions Examination Council (FFIEC), among others.

## Purpose of Fair Housing

Fair housing has long been an important issue in American urban policy – a problem borne in discrimination and fueled by growing civil unrest that reached a boiling point during the Civil Rights Movement of the 1960s. The passing of the Fair Housing Act in 1968 was a critical step in addressing this complex problem – but it was far from a solution. Since the passage of the Act, many community groups, private businesses, concerned citizens and government agencies have worked at battling housing discrimination in the face of persistent practices to the contrary.

By design, federal housing policy racially segregated housing for decades. Those policies, as well as the many local and state discrimination policies, are no longer legal, but many communities



still feel the effect of red-lining and other policies meant to segregate racial groups. Unfortunately, while the laws have changed the impact of these historic practices persists. Many areas of the country have been classified as a Racially/Ethnically Concentrated Area of Poverty (R/ECAP). Proactively addressing the connection between race, housing and poverty is a necessary part of any housing program.

The Fair Housing Act mandates that the Department of Housing and Urban Development (HUD) “affirmatively furthers fair housing” through its programs. Toward this end, HUD requires funding recipients undertake fair housing planning (FHP) and steps that lead to less discriminatory housing practices and better living conditions for minority groups and vulnerable populations.

As part of the HUD-mandated Consolidated Planning process, Broward County adopted its Five-Year Consolidated Plan in 2020. The consolidated plan is an assessment of the economic and social state of the county, as well as local government policies and programs aimed at improving the living environment of its low- and moderate-income residents. The strategic plan includes a vision for the county that encompasses the national objectives of the Community Development Block Grant (CDBG) program and is accompanied by a first-year short-term action plan. As part of the planning process, the Broward County HOME Consortium must also affirmatively further Fair Housing and undertake Fair Housing planning. This process includes the preparation of an Analysis of Impediments to Fair Housing Choice.

The 2020 Analysis of Impediments to Fair Housing Choice is an in-depth examination of potential barriers, challenges and opportunities for housing choice for the Broward County HOME Consortium residents on a countywide scale. Impediments to Fair Housing are defined as any actions, omissions or decisions based upon race, color, religion, national origin, disability, gender, or familial status that restrict, or have the effect of restricting, housing choice or the availability of housing choice. Fair Housing Choice is the ability of persons of similar income levels – regardless of race, color, religion, national origin, disability, gender, or familial status – to have the same housing choices.

This Analysis of Impediments is an integral component of the fair housing planning process and consists of a review of both public and private barriers to housing choice. It involves a comprehensive inventory and assessment of the conditions, practices, laws and policies that impact housing choice within a jurisdiction. It provides documentation of existing, perceived and potential fair housing concerns and specific strategies designed to mitigate or eliminate obstacles to housing choice for the residents. The analysis is intended to serve as a strategic planning and policy development resource for local decision makers, staff, service providers, the private sector and community leaders in the county. As such, this Analysis of Impediments will ultimately serve as the foundation for fair housing planning in the county.

The long-term objective of this Analysis of Impediments to Fair Housing Choice is to make fair housing choice a reality for residents of the Broward County HOME Consortium through the prevention of discriminatory housing practices. One goal of the study is to analyze the fair housing situation in the county and assess the degree to which fair housing choice is available for

area residents. A second goal is to suggest ways to improve the level of choice through continued efforts to eliminate discriminatory practices, if any are found to exist. The sections that follow provide a succinct overview of the legal and conceptual aspects of fair housing planning and policy.

## Fair Housing Concepts

Housing choice plays a critical role in influencing individuals' and families' abilities to realize personal, educational, employment and income potential. The fundamental goal of HUD's fair housing policy is to make housing choice a reality through sound planning. Through its on-going focus on Fair Housing Planning, HUD "is committed to eliminating racial and ethnic discrimination, illegal physical and other barriers to persons with disabilities and other discriminatory practices in housing."

Recurring key concepts inherent in fair housing planning are:

- *Affirmatively Further Fair Housing (AFFH)* – Under its community development programs, HUD requires its grantees to affirmatively further fair housing through three broad activities: 1) conduct an *Analysis of Impediments to Fair Housing Choice*; 2) act to overcome identified impediments; and 3) track measurable progress in addressing impediments and the realization of fair housing choice.
- *Affordable Housing* – Decent, safe, quality housing that costs no more than 30 percent of a household's gross monthly income for utility and rent or mortgage payments.
- *Fair Housing Choice* – The ability of persons, regardless of race, color, religion, national origin, disability, gender or familial status, of similar income levels to have the same housing choices.
- *Fair Housing Planning (FHP)* – Fair Housing Planning consists of three components: *Analysis of Impediments*, a detailed *Action Plan* to address identified impediments and a monitoring process to assess progress in meeting community objectives. FHP consists of a close examination of factors that can potentially restrict or inhibit housing choice and serves as a catalyst for actions to mitigate identified problem areas.
- *Impediments to Fair Housing* – Any actions, omissions, or decisions based upon race, color, religion, national origin, disability, gender, or familial status that restrict, or have the effect of restricting, housing choice or the availability of housing choice.
- *Low and Moderate Income* – Defined as 80 percent of the median household income for the area, subject to adjustments for areas with unusually high or low incomes or housing costs. *Very low income* is defined as 50 percent of the median household income for the area, subject to adjustments for areas with unusually high or low incomes or

housing costs. Poverty level income is defined as 30 percent or below median household income.

- *Private Sector* – Private sector involvement in the housing market includes banking and lending institutions, insurance providers, real estate and property management agencies, property owners and developers.
- *Public Sector* – The public sector for the purpose of this analysis includes local and state governments, regional agencies, public housing authorities, public transportation, community development organizations, workforce training providers and community and social services.

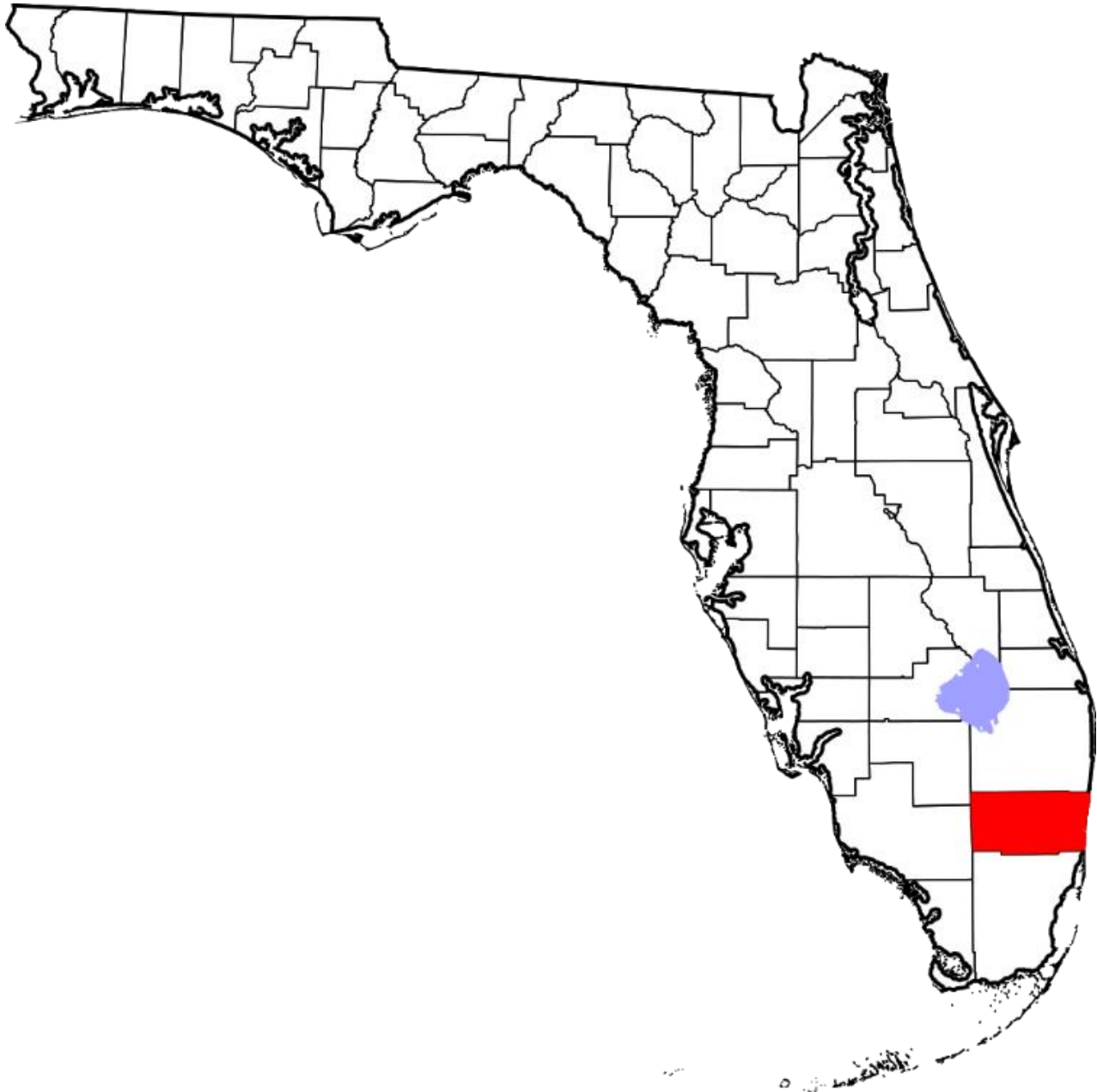
## Community Profile

The goal of the Community Profile is to provide evidence and analysis to be used by grant recipients seeking to address impediments to fair housing choice. This data is an important tool to help guide decision makers in determining where funds will have the greatest impact. The Community Profile is divided into three sections.

**Section one:** The Demographic Profile looks at the consortium from the perspective of its people, including race and ethnicity, age, disability status and other variables. This section provides the necessary foundation to determining who lives in the jurisdiction and what their needs are. This outlines the demand for housing by looking at what households desire.

**Section two:** The Economic Profile looks at the job market and the financial condition of its residents and evaluates how much households can afford. Factors such as income, cost burden and poverty are analyzed. These issues are compared to the factors in the demographic analysis to determine if disparities exist between racial and ethnic groups. This evaluates the demand for housing by looking at what a household can afford.

**Section three:** The Housing Profile assesses the county’s housing stock, including home values, rents, occupancy and age of housing to provide a snapshot of the built environment of the region. This section establishes the supply of the available housing and how it matches up with demand. This data-driven view will work to advance fair housing planning efforts and to identify impediments to fair housing choice.



Location of Broward County in Florida

## Demographic Profile

### Introduction

The Demographic Profile looks at the HOME Consortium from the perspective of its people. Understanding who lives in Broward County, where they live and how conditions have changed provides a starting point for identifying impediments. This process includes several demographic variables such as race and ethnicity, age, disability status and others. This information will allow the consortium to answer one of the most important questions when addressing fair housing issues, *who* needs assistance. Understanding what the demographics are and how they have changed is necessary before appropriate policy changes can be proposed.

### Population

Population changes over time, one of the most important demographic data points, shows whether a community is growing, stable or shrinking. If stable or shrinking, this can be an indicator that residents' needs are not being met.

Population growth is generally a positive indicator but with it comes challenges, particularly for the housing market. When a population grows more quickly than the housing stock, overall demand increases, which puts upward pressure on housing prices. Increased prices make it more difficult to locate affordable, safe and secure housing, particularly for lower income households.

In Broward County, the population has grown by more than 17 percent since 2000. Growth rates vary considerably within the county. The city of Miramar had the highest overall growth rate at nearly 90 percent. By contrast, the city of Margate which grew by only 6.5 percent.

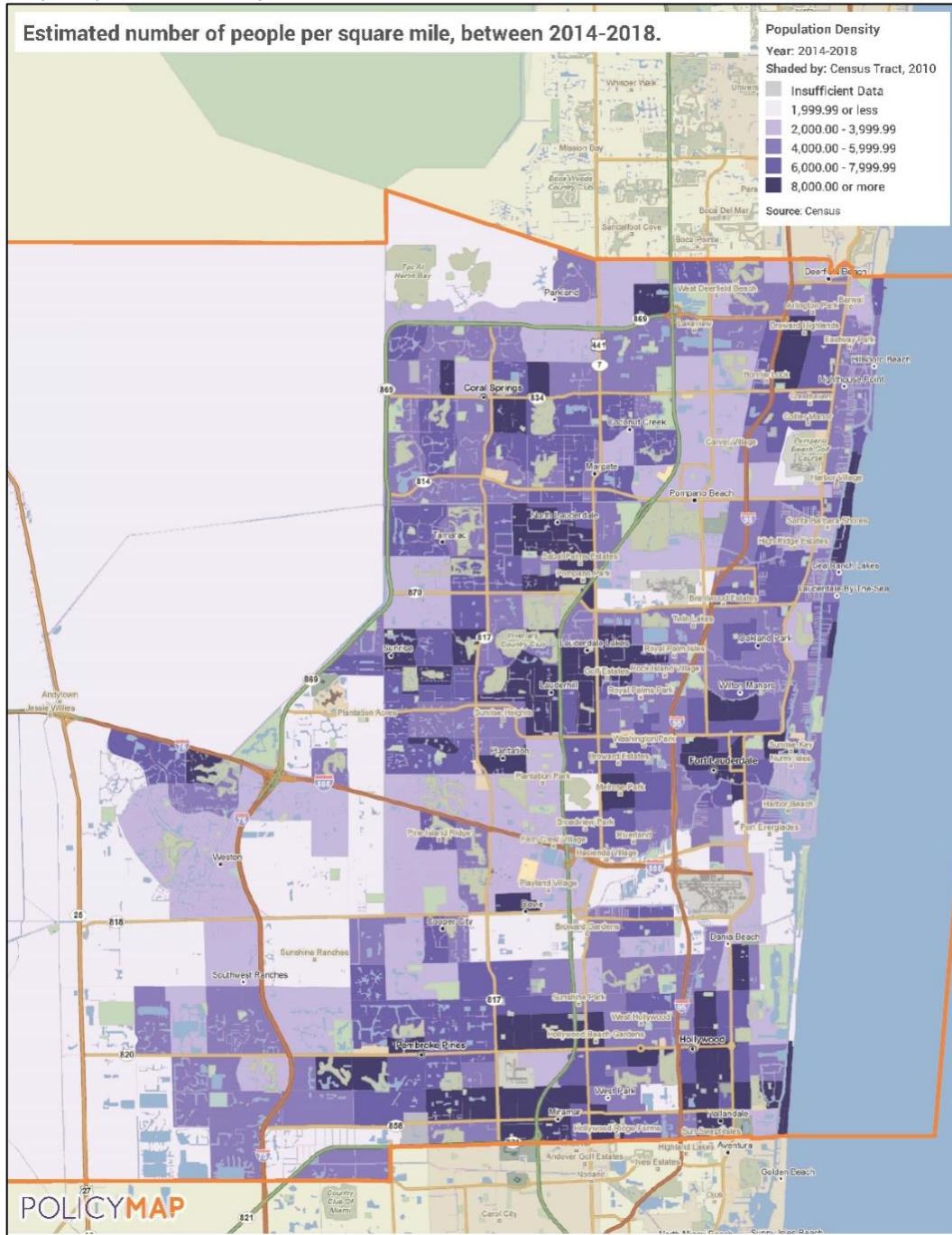
Table: Population – 2000 to 2018

	2000	2010	2018	2000 - 2010		2000 - 2018	
				% Change	Difference	% Change	Difference
<b>Broward County</b>	<b>1,623,018</b>	<b>1,734,139</b>	<b>1,909,151</b>	<b>6.8%</b>	<b>111,121</b>	<b>17.63%</b>	<b>286,133</b>
Coconut Creek	43,566	51,540	59,997	18.3%	7,974	37.72%	16,431
Coral Springs	117,549	121,116	131,151	3.0%	3,567	11.57%	13,602
Davie	75,720	90,648	103,132	19.7%	14,928	36.20%	27,412
Deerfield Beach	64,583	75,276	79,854	16.6%	10,693	23.65%	15,271
Lauderhill	57,585	67,127	71,328	16.6%	9,542	23.87%	13,743
Margate	53,909	53,600	57,427	-0.6%	-309	6.53%	3,518
Miramar	72,739	113,707	138,168	56.3%	40,968	89.95%	65,429
Pembroke Pines	137,427	152,366	168,260	10.9%	14,939	22.44%	30,833
Plantation	82,934	85,096	92,775	2.6%	2,162	11.87%	9,841
Sunrise	85,779	85,074	93,199	-0.8%	-705	8.65%	7,420
Tamarac	55,588	59,796	64,748	7.6%	4,208	16.48%	9,160
Florida	15,982,378	18,511,620	20,598,139	15.8%	2,529,242	28.88%	4,615,761

Source: 2000 Census (DP1, SF1), 2010 Census (DP1), 2014-2018 ACS 5-Yr Estimates (DP05)

Distribution of the population in Broward County is notable. Throughout the consortium there are areas with relatively high concentrations of residents bordering tracts with a relatively low concentration of residents. The cities of Lauderdale and Margate have proportionately high population densities with 8,364 people per square mile and 6,486 people per square mile, respectively. High density urban areas are sometimes associated with overcrowding in rundown buildings. Density, however, can be more environmentally, socially and economically sustainable. Greater density puts more people within practical reach of the public services, medical care and businesses.

Map: Population Density

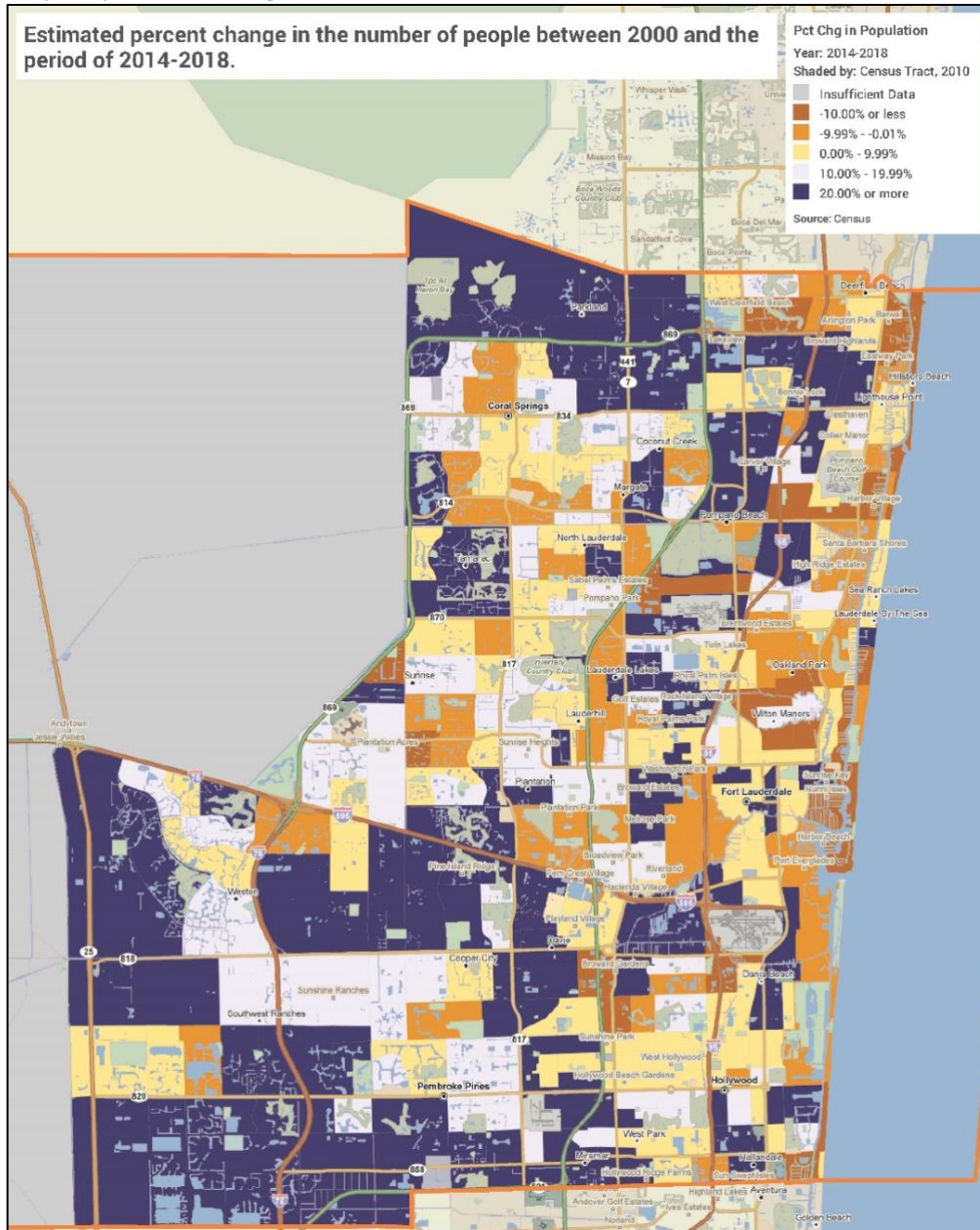


Source: 2014-2018 ACS via PolicyMap



The change in population by census tract can be a valuable data point to determine what areas of the consortium people are leaving or moving to. In the last two decades, the population has changed inconsistently. Many tracts experienced significant growth with the population increasing by 20 percent or more. However, there are also a large number of tracts that shrank by more than 10 percent. There is not an apparent pattern associated with the population changes except that population losses seem to be more common near the coast and growth occurs in the larger inland tracts. Coconut Creek had the largest citywide growth in population out of the included jurisdictions with 38.47 percent since 2000.

Map: Population Change since 2000



Source: 2014-2018 ACS via PolicyMap



## Age Groups

The needs of residents can vary significantly depending on what age group they are in. Residents nearing retirement or currently retired are often interested in downsizing to smaller homes. Accessibility to services and transportation can also factor. Young adults, particularly new families, have different housing demands and tend to look for homes they can grow into and possibly raise children in. Understanding how the age of the population is changing is important to determine types of housing units and funding needed.

The median age in Broward county is currently 40.1 years, which is a slight increase from 2010. Florida has a median age of 42.2 years, making the county slightly younger than the state. Nearly 30 percent of the county’s population is under the age of 25 and 15.9 percent are over the age of 65. The three fastest growing age groups in the county are 55 to 59 years, 60 to 64 years and 65 to 74 years. Between those two groups, the population grew by more than 105,000. Two age groups saw a decrease in total population, the 35 to 44 and 15 to 19 years of age, resulting in a loss of more than 9,500 people.

*Table: Age – 2010 to 2018*

Broward County	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	105,011	6.1%	111,571	5.8%
5 to 9 years	102,943	5.9%	109,519	5.7%
10 to 14 years	114,371	6.6%	116,309	6.1%
15 to 19 years	114,795	6.6%	112,757	5.9%
20 to 24 years	102,256	5.9%	114,287	6.0%
25 to 34 years	222,914	12.9%	257,952	13.5%
35 to 44 years	262,884	15.2%	255,231	13.4%
45 to 54 years	269,600	15.5%	278,165	14.6%
55 to 59 years	105,855	6.1%	133,090	7.0%
60 to 64 years	89,062	5.1%	116,289	6.1%
65 to 74 years	117,860	6.8%	168,797	8.8%
75 to 84 years	84,385	4.9%	90,807	4.8%
85 years and over	42,203	2.4%	44,377	2.3%
Median Age	39.2	x	40.1	x

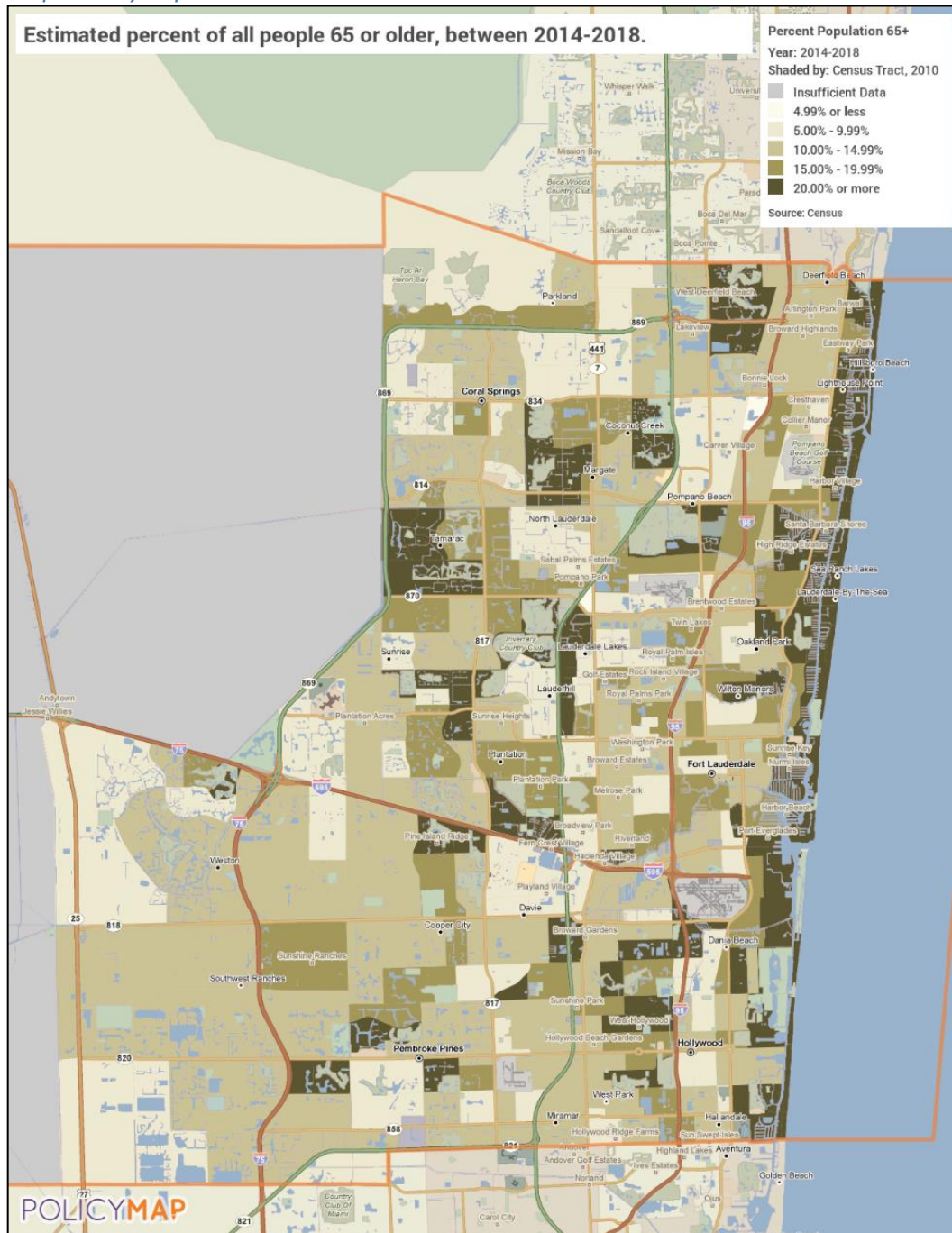
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

## Elderly

The relatively large and growing elderly population in Broward County means a greater demand for social services, healthcare and housing. As the population in communities across the nation grows proportionately older, the needs of the elderly become an increasingly important consideration for decision-makers. Central to these evolving needs is access to housing options that are decent, safe, affordable, accessible and located close to services and transportation.

In 2018, residents 65 years old and older made up 15.9 percent of the population. The living patterns of this population show a significant concentration of residents along the coastal areas of the county. Nearly every coastal census tract has more than 20 percent of its population that is elderly and there are three areas with a citywide rate of more than 20 percent, namely, Deerfield Beach (21.55 percent), Margate (22.3 percent) and Tamarac 25.6 percent

Map: Elderly Population



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

Age Dependency Ratio

Age dependency ratios relate the number of working-aged persons to the number of dependent-aged persons (children and the elderly). An area's dependency ratio is comprised of two smaller ratios – the child dependency ratio and the old-age dependency ratio. These indicators provide

insight into the social and economic impacts of shifts in the age structure of a population. Higher ratios of children and the elderly require higher levels of services to meet the specific needs of those populations. Furthermore, a higher degree of burden is placed on an economy when those who mainly consume goods and services become disproportionate to those who produce. It is important to note that these measures are not entirely precise – not everyone under the age of 18 or over 65 is economically dependent and not all working age individuals are economically productive. With these caveats in mind, dependency ratios are still helpful indicators in gauging the directional impacts of shifting age structures.

Broward County as a whole has a lower age dependency ratio than the state due to the difference in elderly residents. Throughout the consortium, the dependency ratio varies by jurisdiction. Tamarac has the highest dependency ratio by far with 74.3 due to the very large old-age ratio. The lowest dependency ratio is found in Davie with 50.3. There appears to be significant differences in what type of dependency is common in a location. Coconut Creek, Coral Springs, Davie, Lauderhill, Miramar, Pembroke Pines, Plantation and Sunrise all have child dependency ratios larger than old age, sometimes by a considerable amount.

*Table: Age Dependency Ratios*

<b>Dependency Ratio</b>	<b>Florida</b>	<b>Broward County</b>	<b>Coconut Creek</b>	<b>Coral Springs</b>	<b>Davie</b>	<b>Deerfield Beach</b>	<b>Lauderhill</b>
Total	66.3	59.6	65.8	58.1	50.3	66.8	65.7
Old age	32.8	25.4	29.8	17.2	17.9	36.0	22.8
Child	33.5	34.2	35.9	40.9	32.4	30.9	42.9
Source: 2014-2018 ACS 5-Yr Estimates (S0101)							

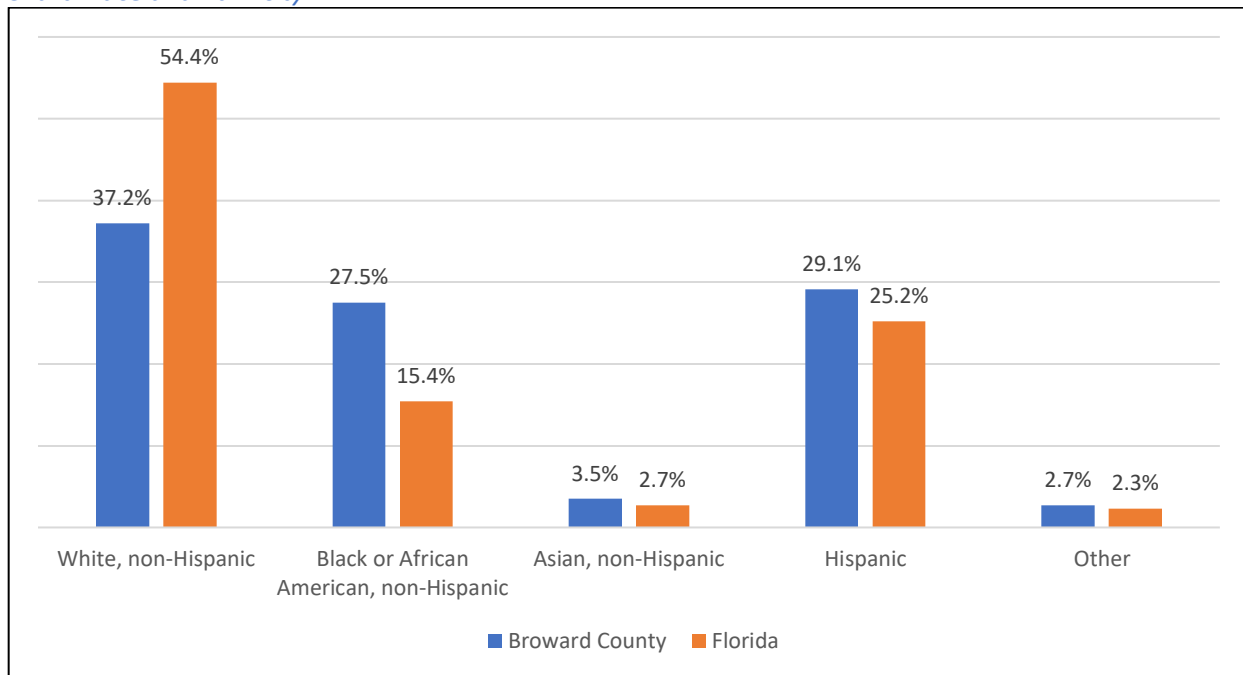
<b>Dependency Ratio</b>	<b>Margate</b>	<b>Miramar</b>	<b>Pembroke Pines</b>	<b>Plantation</b>	<b>Sunrise</b>	<b>Tamarac</b>
Total	64.3	51.6	60.1	57.8	61.4	74.3
Old age	36.6	15.3	27.1	25.0	26.6	44.6
Child	27.6	36.3	33.0	32.8	34.9	29.7
Source: 2014-2018 ACS 5-Yr Estimates (S0101)						

## Race and Ethnicity

Historically, federal housing policies were designed to racially segregate housing. Those policies, as well as the many local and state discrimination policies, are now no longer legal, but many communities still feel the effect of red-lining and other laws meant to segregate racial groups. There is a link between a people's race or ethnicity and their access to housing and economic opportunities. Many areas of the country have been classified as a Racially/Ethnically Concentrated Area of Poverty (R/ECAP). Proactively addressing the connection between race, housing and poverty is a necessary part of any housing program.

The major demographic difference between the county and state is the size of the black or African American, non-Hispanic population. In Florida, approximately 15 percent of the population is black or African American and in Broward County it is more than 27 percent. At the state level, white, non-Hispanic residents make up a slight majority of the population while at the county level they make up a slight plurality with 35.3 percent.

*Chart: Race and Ethnicity*



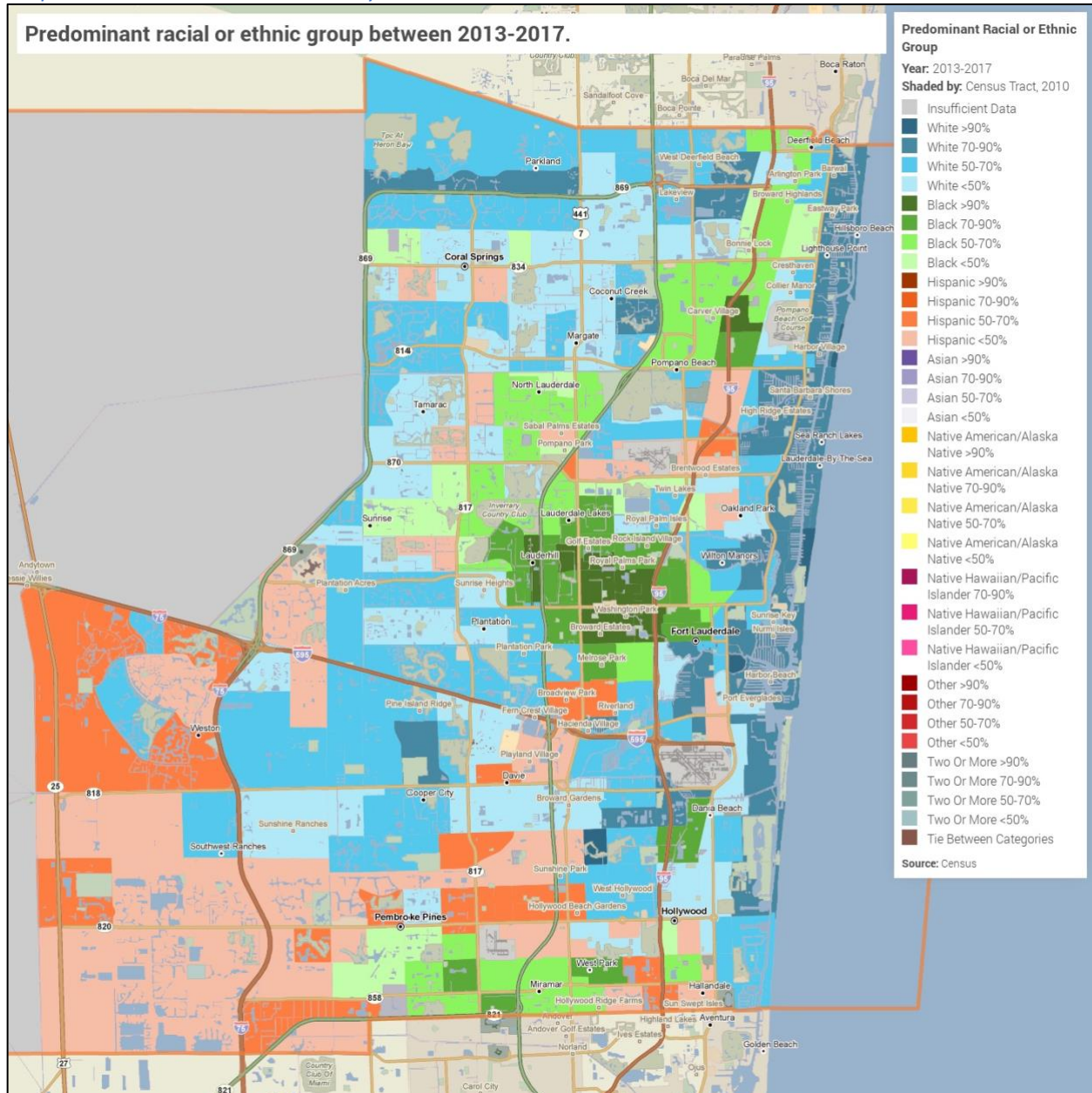
Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)



## Diversity

Broward County is a diverse area with no single racial or ethnic group in the majority. The county does include areas where different racial groups make up a large portion of the population, occasionally more than 90 percent. Coastal tracts with relatively large elderly populations have a predominantly white population. The southern part of the county and some tracts throughout are predominantly Hispanic while the area west of Fort Lauderdale has a substantial black population.

Map: Predominant Race or Ethnicity



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

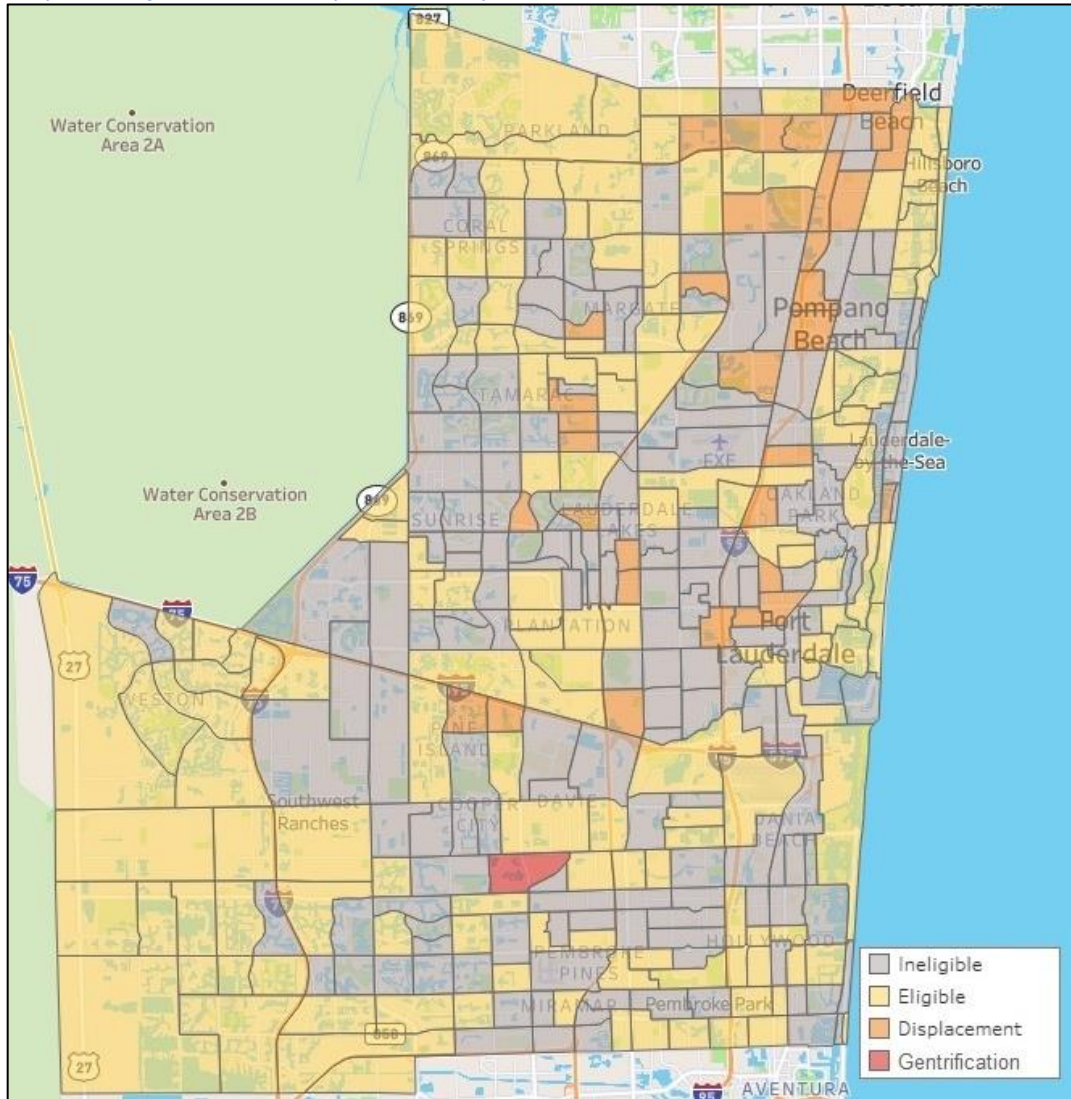
## Displacement and Gentrification

Gentrification can have a major impact on the economic and social landscape of a county. The economic growth and investment can be a boon, but it is important to mitigate the potential negative aspects that so often come with it. Gentrification can involve displacement of low-income minority communities from neighborhoods often occupied by families for generations.

One way to measure displacement and gentrification is to use a modified methodology developed by the National Community Reinvestment Coalition. The following map shows areas of Broward County that may be impacted by gentrification and displacement. Any census tract that was in 40th percentile or less of median home value (HMV) and median household income (MHI) in 2010 was eligible for analysis. An eligible tract was then considered gentrified if it was in the 60th percentile or more for MHV and college education in 2017. A gentrified tract was considered to have displaced racial minorities if there was a 5 percent or more decline in the non-white population.

In Broward County, there were 177 census tracts that were eligible for gentrification and displacement. Of those tracts, 44 of them were found to have experienced minority displacement and one tract experienced gentrification.

Map: Gentrification and Displacement by Census Tract





## Disability

Residents who have a disability face additional challenges, particularly when it comes to housing. Finding affordable housing is even more difficult for those who need units that have or can be modified for wheelchairs, shower supports, ramps and other accessibility aides. Communities with a relatively large elderly population need to pay attention to this issue due to the close relationship between age and disability.

In addition to having to overcome barriers such as housing discrimination and difficulty in finding accessible units, people with disabilities face financial hardships at much higher rates than the average person. The median earnings for someone with a disability in the county is approximately \$10,000 less than those without a disability. Residents with a disability also have higher poverty rates and are less likely to be employed or in the labor force.

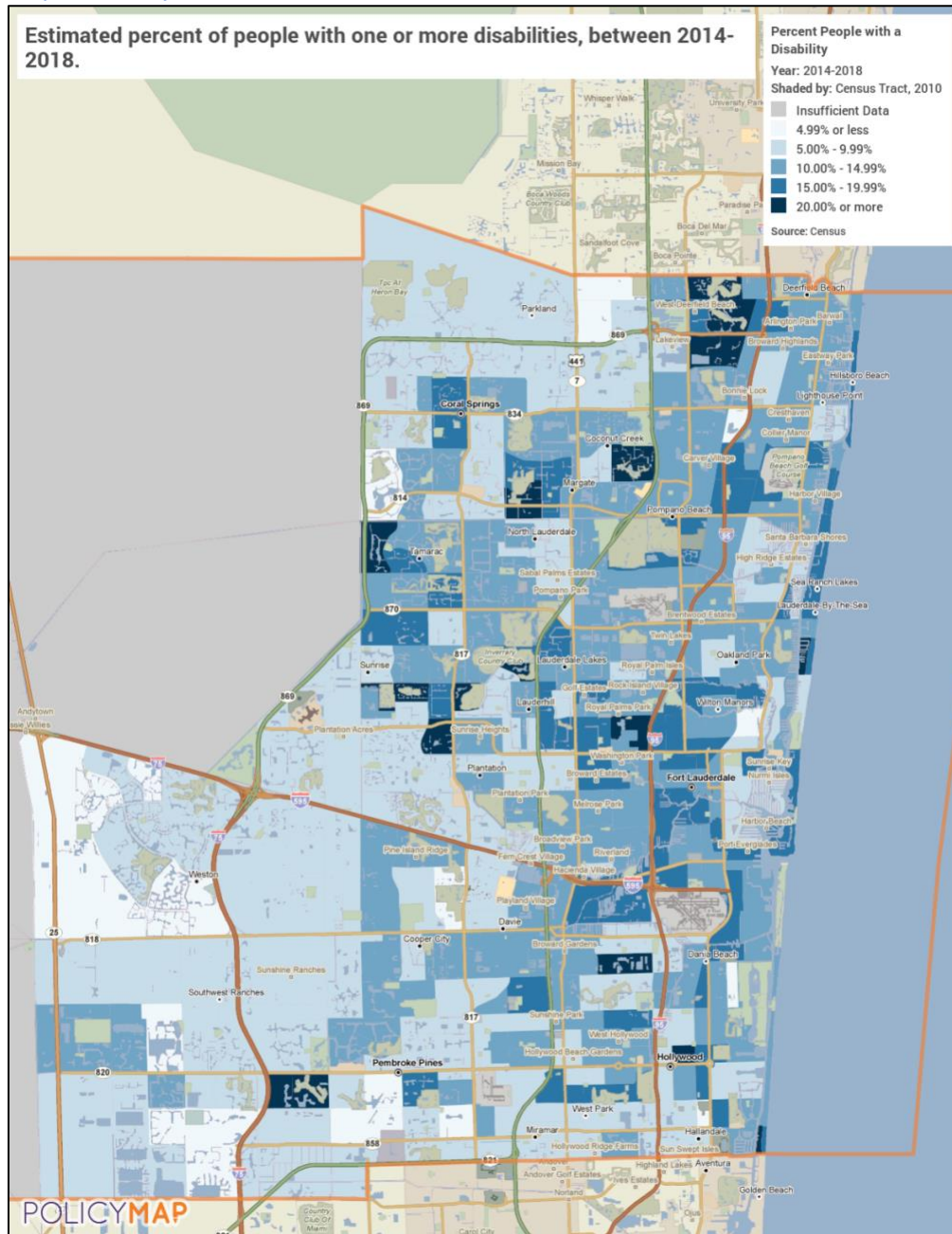
*Table: Disability Characteristics*

	Florida		Broward County	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	2,566,376	14,060,034	195,466	1,341,197
Employed	19.1%	62.3%	21.5%	67.7%
Not in Labor Force	77.9%	33.8%	74.8%	27.8%
Median Earnings	\$22,241	\$30,840	\$22,429	\$32,105
Below the Poverty Level	19.0%	12.3%	19.3%	11.2%

Source: 2014-2018 ACS 5-Yr Estimates (S1811)

The map below shows the distribution of people with a disability in Broward County. Like many of the variables studied in this analysis, the concentration of people with a disability is disproportionate across the region. There are many tracts with a high disability rate (20 percent or more) and some with low rates, less than 5 percent. Surprisingly, the areas identified above as having a large elderly population do not appear to have noticeably high disability rates. The highest citywide disability rate, however, is in Tamarac (15.3 percent), which also reported the largest senior population.

Map: Disability



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

## Veterans

The number of veterans in the United States has steadily increased with the war on terrorism in the aftermath of 911. With this influx of veterans has brought both challenges and opportunities. Many communities, in cooperation with the Veterans Administration, have worked to provide educational and economic opportunities to veterans and to reduce veteran homelessness to zero. Veterans often face challenges because of physical and mental injuries associated with their service.

As of 2018, there were more than 76,000 veterans living in Broward County, which represents 5.1 percent of the population. Veterans have a higher median income and lower rates of poverty and unemployment than non-veterans, but higher disability rates.

*Table: Comparison of Veterans and Non-Veterans*

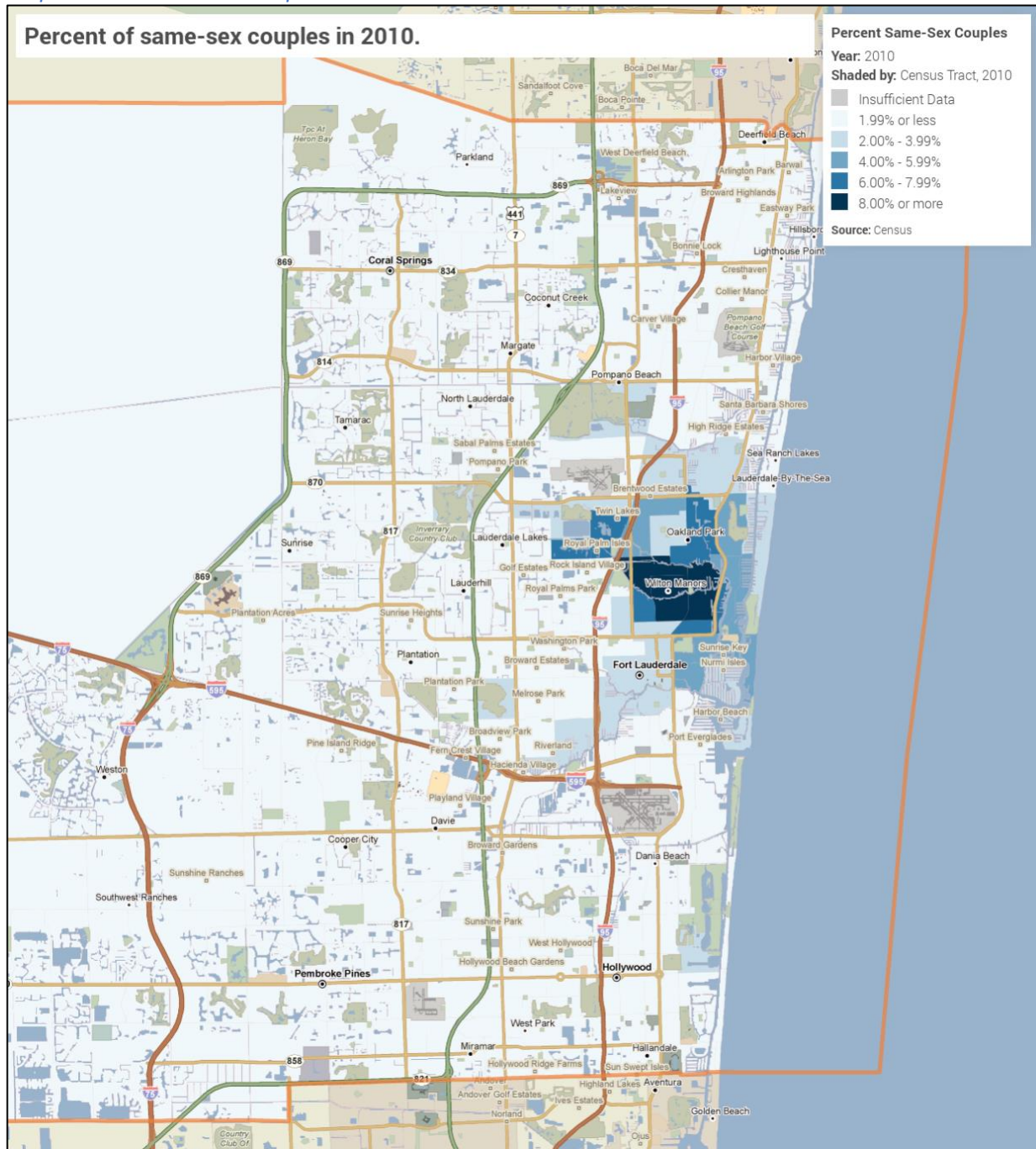
	<b>Veterans</b>	<b>Non-Veterans</b>
Population Over 18 Years Old	76,823	1,422,490
Median Income	\$39,102	\$28,603
Labor Force Participation Rate	81.7%	79.3%
Unemployment Rate	6.0%	6.5%
Below Poverty in the Past 12 Months	5,397 (7.1%)	174,214 (12.3%)
With Any Disability	21,513	171,874
Source: 2014-2018 ACS 5-Yr Estimates (S2101)		

## Sexual Orientation and Gender Identity

HUD regulations prohibit discrimination based on sexual orientation and gender identity, but local protection is beneficial to the residents of the county. Accurate data on the number of lesbian, gay, bisexual and transgender (LGBT) residents in a community is difficult to gather due to stigma and methodological barriers. Lack of adequate legal protections can lead to underreporting and difficulty adequately defining orientations can lead to variation among estimates.

According to a 2017 Gallup Poll, approximately 4.2 percent of the state's population identifies as LGBT. According to the U.S. Census Bureau, 1.33 percent of the families in the county are same-sex couples, approximately 50 percent higher than the statewide rate. The following map shows the concentration of same-sex households in the county. The area around the city of Milton Manors has a disproportionately high same-sex couple population. There are three tracts where approximately 12 percent of the families are same-sex couples.

Map: Percent Same-Sex Couples



Source: 2010 Census Estimates via PolicyMap

Protections based on sexual orientation and gender identities are strong in Broward County. According to the Movement Advancement Project, an independent research firm focusing on equality and opportunities for all, in Broward County employment, housing and public accommodations are protected regardless of sexual orientation and gender identity. The county also has an ordinance in place prohibiting conversion therapy for minors.

Though Broward County has strong protections in place, additional measures can be taken to help reduce impediments to fair housing for LGBT residents. City level protections are valuable, as are county level policies that are more inclusive than at the state level, which has no adoption or foster care protections for LGBT parents or family leave laws. There are also no nondiscrimination laws in place when it comes to credit and lending. Discriminatory lending practices can act as a barrier to fair housing choice within the county.

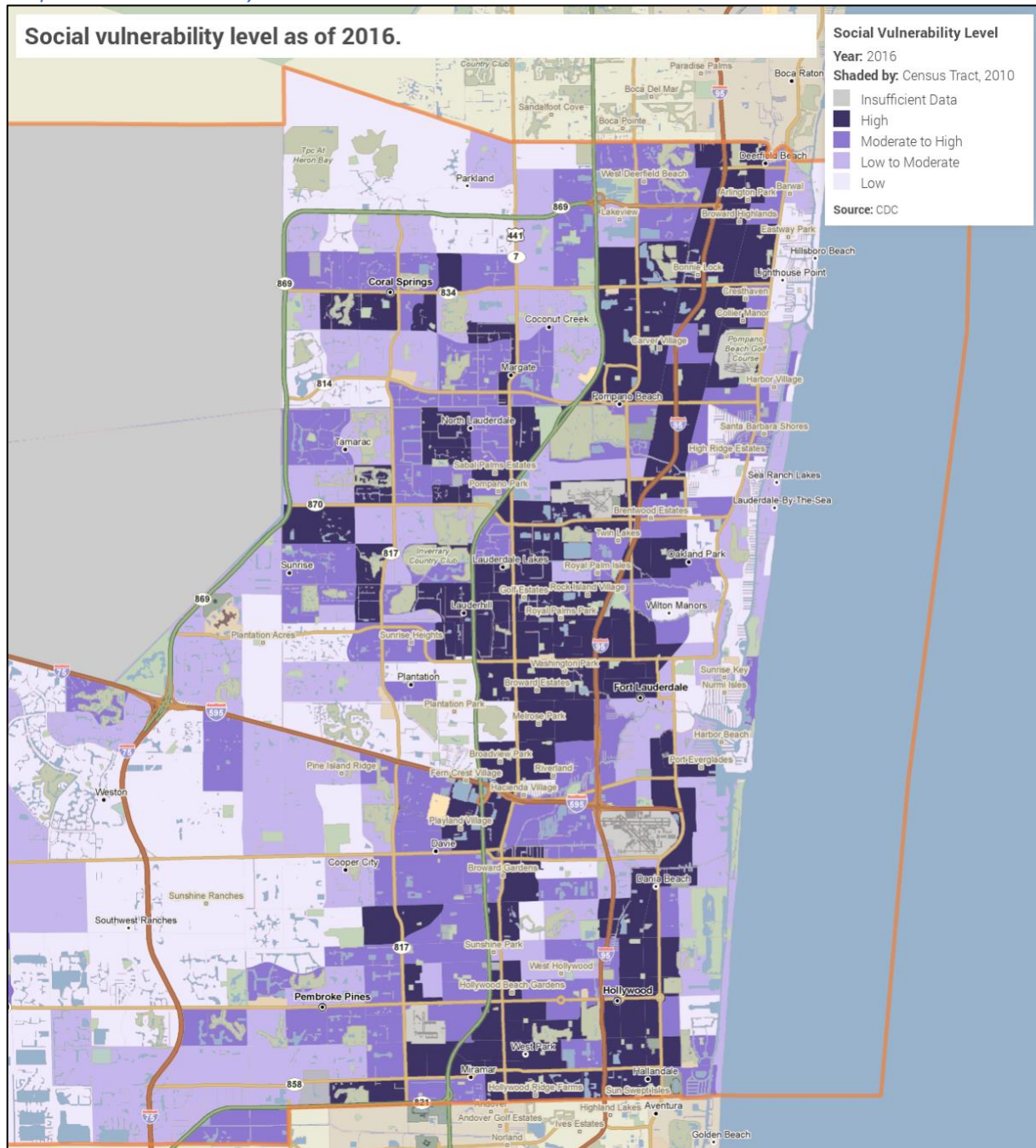
### Social Vulnerability

Within every community there are populations that are particularly vulnerable to disruption, health problems, natural disasters, climate change and extreme weather. Broward County's location on Florida's southeast coast makes the community more vulnerable to hurricanes and the effects of climate change than other areas of the state.

The Center for Disease Control developed the "social vulnerability index" to help flag populations that may need greater support and assistance in the event of disaster. It is comprised of four categories of vulnerability – socioeconomic status, household composition and disability, minority status and language and housing and transportation. In Broward County, tracts slightly inland from the coast are more likely to have a moderate to high or high vulnerability level than coastal or western tracts. In particular, tracts that have large black populations are more vulnerable than other communities.



Map: Social Vulnerability



Source: 2012-2016 ACS 5-Yr Estimates via PolicyMap

## Economic Profile

The market for housing and the availability of affordable housing ties directly to supply and demand. In theory, the market will reach an equilibrium where supply equals demand; in practice, however, it is much more complicated. Demand is not a static data point; it is the culmination of the needs, wants and resources available to members of the community. An important factor in demand is the economic position of the individual or household. Their income, employment opportunities, education and access to transportation all play a part in the demand for affordable housing.

### Income

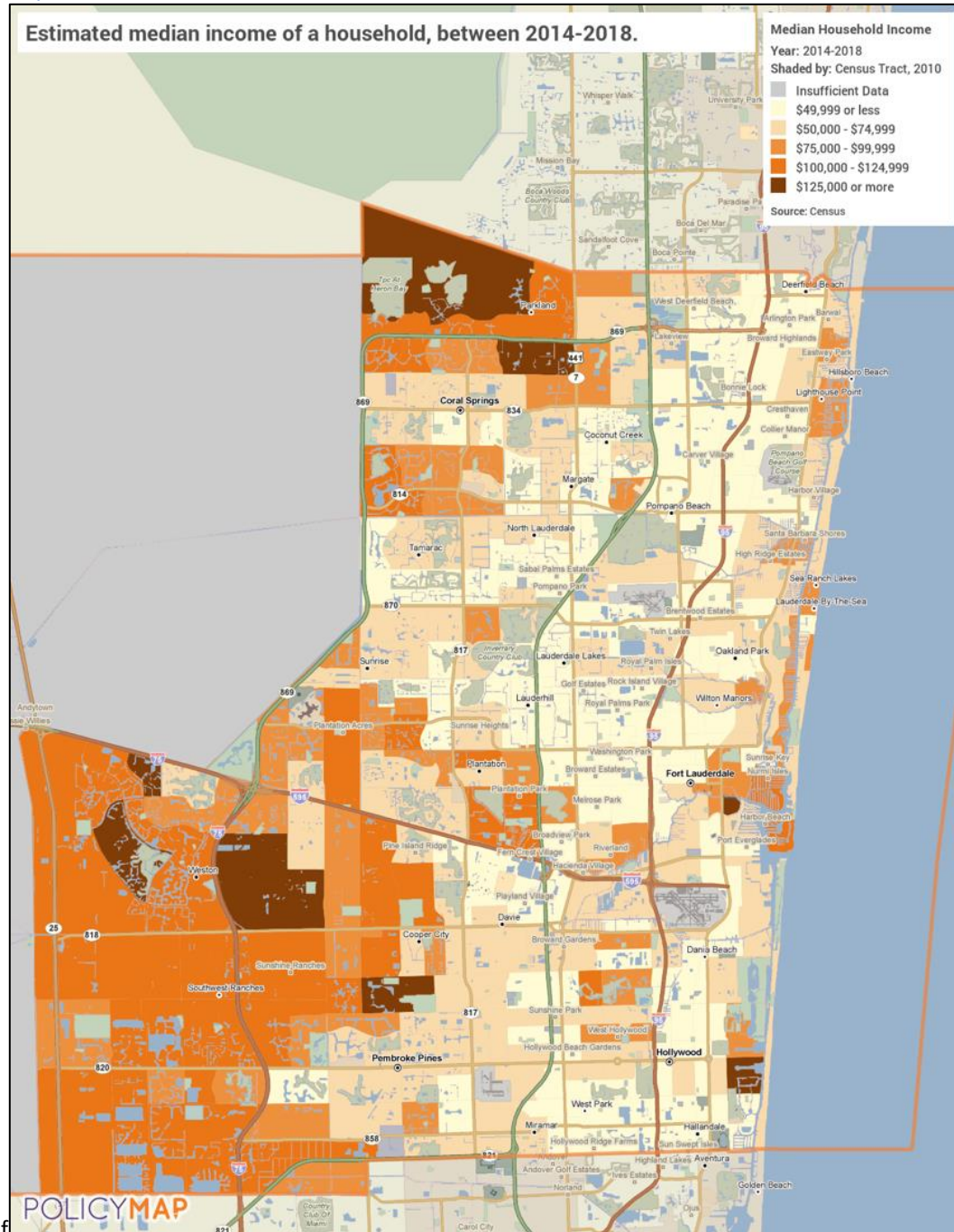
Since 2010, the purchasing power in the county has decreased by 3 percent for a family earning the median household income. This is a slightly larger decrease than the statewide change of -2.3 percent. Only two jurisdictions in the consortium that saw the purchasing power of their residents increase, namely, Coconut Creek and Tamarac. The largest drop in purchasing power was in the city of Margate.

*Table: Purchasing Power (Median Household Income)*

	2010	2018	Change in Purchasing Power
Broward County	\$59,132.46	\$57,333	-3.0c
Coconut Creek	\$56,539.25	\$58,627	3.7%
Coral Springs	\$81,738.09	\$74,371	-9.0%
Davie	\$67,256.39	\$66,951	-0.5%
Deerfield Beach	\$46,597.67	\$45,581	-2.2%
Lauderhill	\$43,977.00	\$40,737	-7.4%
Margate	\$52,407.50	\$45,667	-12.9%
Miramar	\$74,270.75	\$70,005	-5.7%
Pembroke Pines	\$72,369.60	\$66,816	-7.7%
Plantation	\$75,994.60	\$71,721	-5.6%
Sunrise	\$56,618.18	\$55,043	-2.8%
Tamarac	\$46,824.16	\$49,423	5.6%
Florida	\$54,519.13	\$53,267	-2.3%
Source: 2006-2010 (adjusted for inflation), 2014-2018 ACS 5-Yr Estimates (DP03)			

The following map displays how the MHI in Broward County is tied closely to a person’s place of residence. The MHI varies throughout the county. In general, households on the western side of the county have a median household that is higher than residents closer to the ocean, particularly those that are slightly inland. These high MHI tracts report a median income of \$125,000 or more, which is more than double the MHI reported in nearby low MHI tracts.

Map: Median Household Income



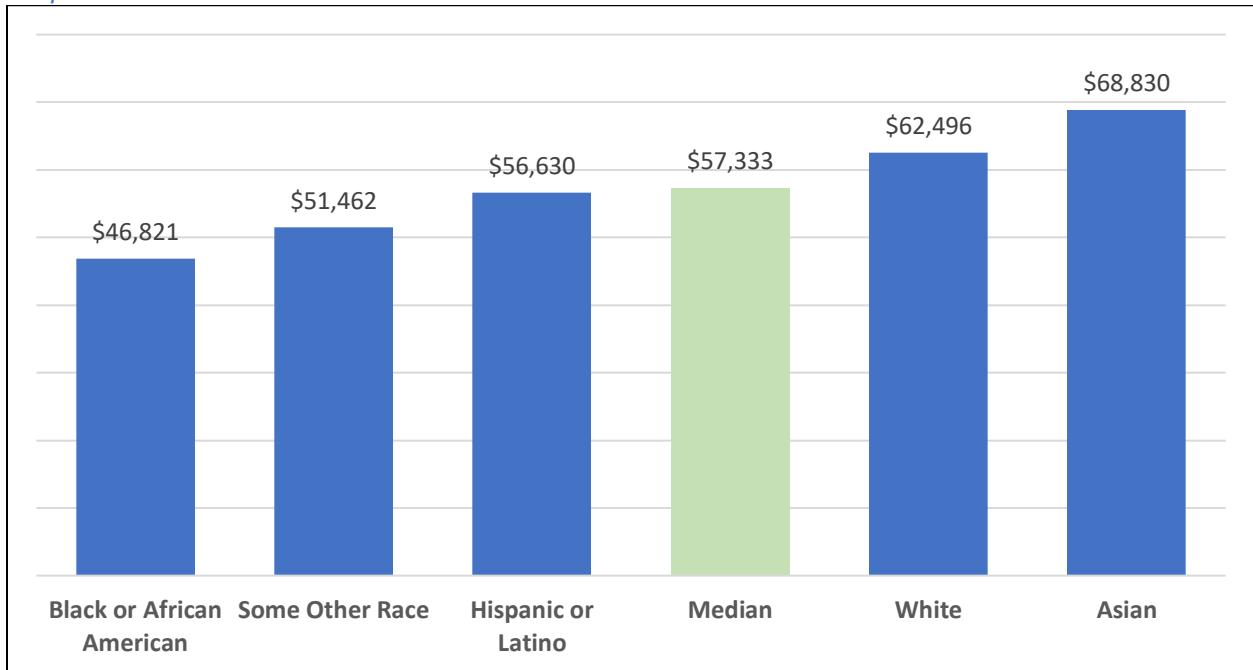
Source: 2014-2018 ACS via PolicyMap



## Income and Race

In Broward County, race or ethnicity is correlated with income. White and Asian households report MHIs greater than the countywide rate. Black households have the lowest MHI, more than \$10,000 less than the median and \$16,000 less than white households. When an area has a large minority population with a low MHI it is possible that area meets HUD's definition of a Racially/Ethnically Concentrated Area of Poverty (R/ECAP). These areas are a central concern of the Analysis of Impediments and may need to be a focus for grant fund use.

*Graph: Income and Race*



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

Note: Groups with a small sample size and large margin of error were removed from this visualization.

## Cost Burden

According to HUD, households paying in excess of 30 percent of their monthly household income toward housing costs (renter or owner) are said to be “cost burdened.” When households are cost burdened, they are at an increased risk of substandard living conditions and homelessness. To analyze this, homeowners are divided into three types: homeowners with a mortgage, homeowners without a mortgage and renters.

Renters are, by far, the most cost burdened group in the county. More than 61 percent of renters Broward County are cost burdened and 51 percent of renters pay 35 percent or more of their income to housing costs. In general and even among those who are not cost-burdened, renters have greater housing instability and a greater likelihood of needing assistance. A household that can purchase property within its means is able to provide a more secure housing situation and create intergenerational wealth. Assisting renters who wish to own a home is a way to help alleviate financial pressure on renters.

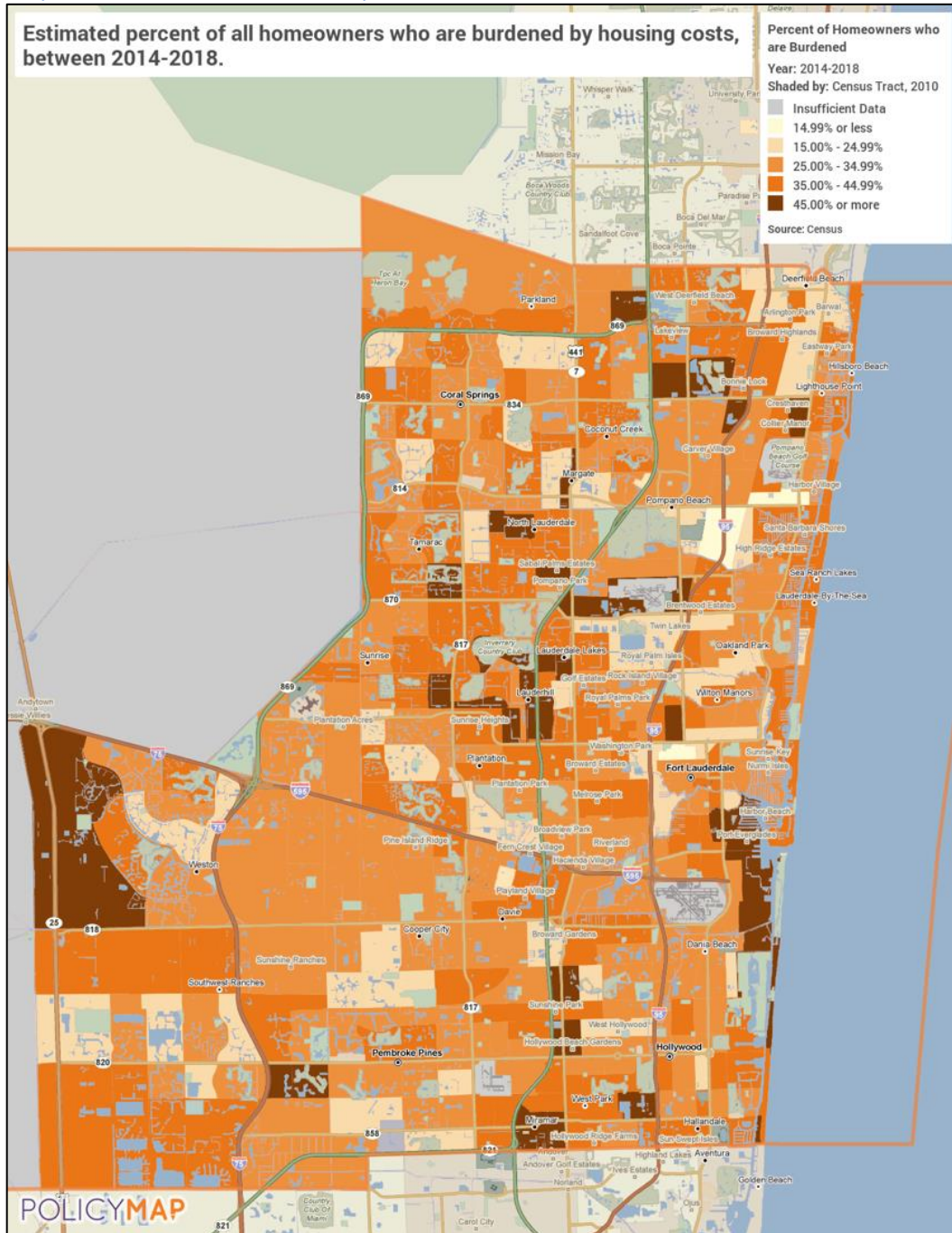
Homeowners have a significantly lower cost burden rate than renters, but there are still households in the county who are economically insecure. Approximately 23.5 percent of homeowners without a mortgage and approximately 41.2 percent of homeowners with a mortgage are cost burdened. These 144,295 owner-occupied households may need assistance. Even those homeowners without a mortgage can still be vulnerable, because they tend to be elderly and may lack disposable income, meaning an increase in housing costs can cause significant financial problems.

*Table: Monthly Housing Costs*

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20 percent	84,666	32.4%	96,264	61.8%	37,419	15.2%
20.0 to 24.9%	38,889	14.9%	13,289	8.5%	29,669	12.1%
25 to 29.9%	30,011	11.5%	9,478	6.1%	27,912	11.4%
30 to 34.9%	22,486	8.6%	6,985	4.5%	24,639	10.1%
35% or more	85,178	32.6%	29,646	19.0%	125,378	51.2%
<b>Total Cost Burdened</b>	<b>107,664</b>	<b>41.2%</b>	<b>36,631</b>	<b>23.5%</b>	<b>150,017</b>	<b>61.3%</b>
Source: 2014-2018 ACS 5-Yr Estimates (DP04)						

Within Broward County there are several tracts with a disproportionately high cost burdened homeowner rate. In these areas more than 45 percent of homeowners are cost burdened. The city of Lauderdale has the highest citywide rate of cost burdened owner-occupied households with 39.5 percent. There are also a few tracts with a low owner cost burden, less than 15 percent. There is no clear geographic pattern to these relatively high and low rate tracts.

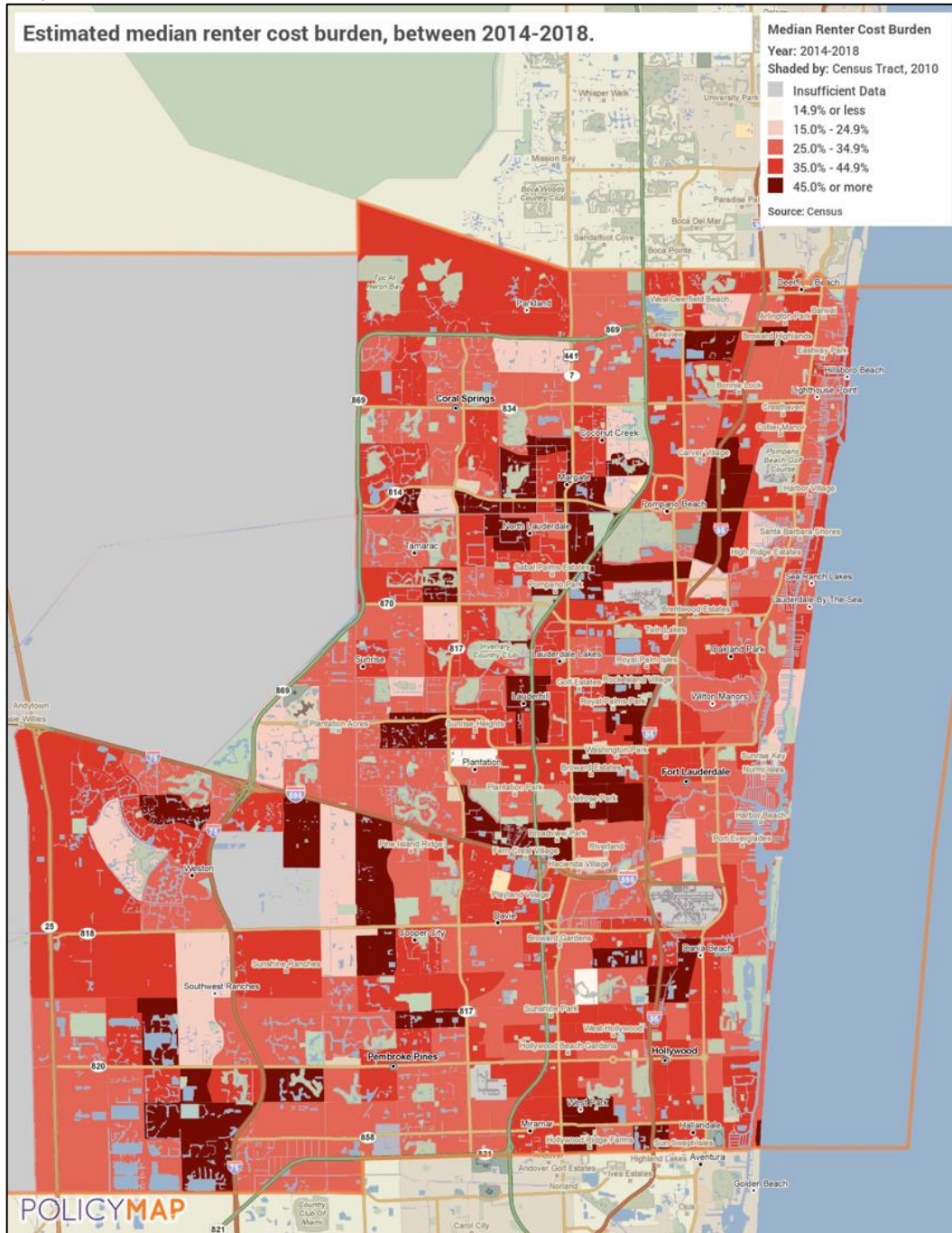
Map: Cost Burdened Owner-Occupied Households



Source: 2014-2018 ACS via PolicyMap

Cost burdened renters exhibit a pattern similar to homeowners, except tracts with a high cost burden rate are more common. The high- and low-cost burden tracts are not concentrated in any particular area of the county and are found throughout it, often neighboring tracts with a significantly different rate. Similar to the homeowner cost burden rate, the highest citywide rate is found in Lauderdale with 67.3 percent.

Map: Cost Burdened Renter Households



Source: 2013-2017 ACS via PolicyMap



## Poverty

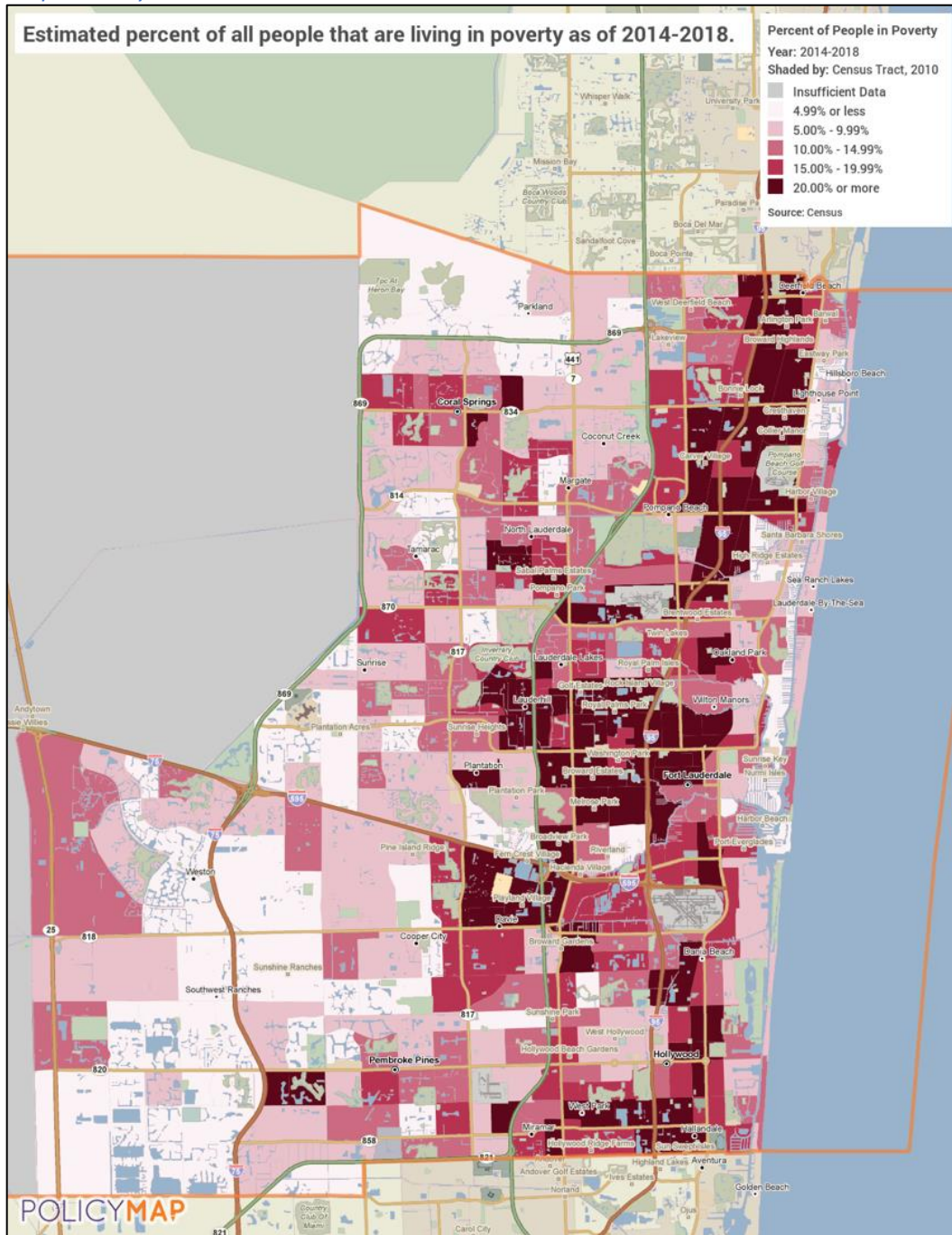
In Broward County, the poverty rate increased from 12.3 percent to 13.5 percent between 2010 and 2018. This change is similar to the statewide rate where the poverty rate grew from 13.8 percent to 14.8 percent. The city of Pembroke Pines had the largest change in poverty rate, growing from 6.4 percent to 9.4 percent, or nearly 50 percent growth. Three tracts reported a decrease in poverty, Coconut Creek, Margate and Tamarac. As noted above, Coconut Creek and Tamarac were the only two cities that had an overall increase in purchasing power during this time period.

*Table: Poverty Rate*

	2010	2018	Difference	Change
Broward County	12.3%	13.5%	1.20%	9.8%
Coconut Creek	8.0%	7.9%	-0.10%	-1.3%
Coral Springs	7.6%	10.1%	2.50%	32.9%
Davie	10.8%	12.9%	2.10%	19.4%
Deerfield Beach	16.4%	17.0%	0.60%	3.7%
Lauderhill	22.1%	23.6%	1.50%	6.8%
Margate	11.0%	10.4%	-0.60%	-5.5%
Miramar	8.4%	10.2%	1.80%	21.4%
Pembroke Pines	6.4%	9.4%	3.00%	46.9%
Plantation	7.3%	9.6%	2.30%	31.5%
Sunrise	10.3%	12.0%	1.70%	16.5%
Tamarac	10.4%	10.0%	-0.40%	-3.8%
Florida	13.8%	14.8%	1.00%	7.2%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP03)				
Data note: All people.				

In Broward County, poverty rates vary significantly throughout the county. High poverty areas are primarily found in the center of the county slightly inland. In these areas, 20 percent or more of the population lives in poverty. Low poverty tracts are more common along the coast and on the western side of the county where the rate is often less than 5 percent.

Map: Poverty Rate

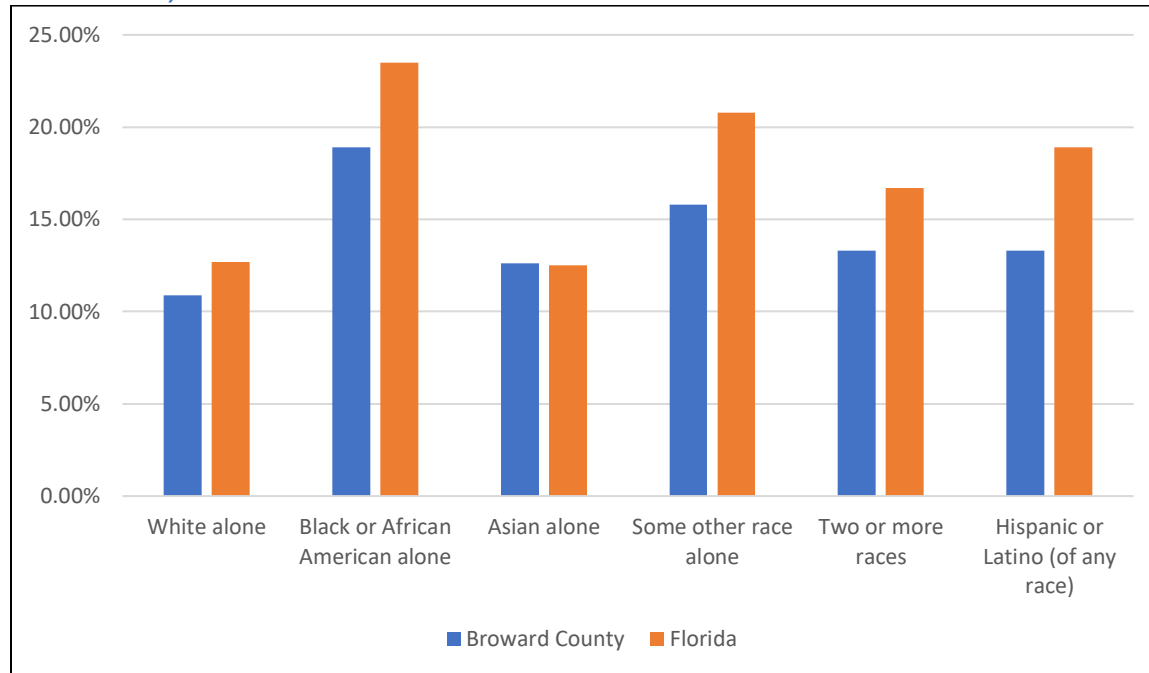


Source: 2014-2018 ACS via PolicyMap

## Poverty and Race

Black or African American residents have the highest poverty rate in the county, as well as the State. The statewide poverty rate is higher for every racial or ethnic group than the countywide rate, except for Asian households.

Chart: Poverty and Race

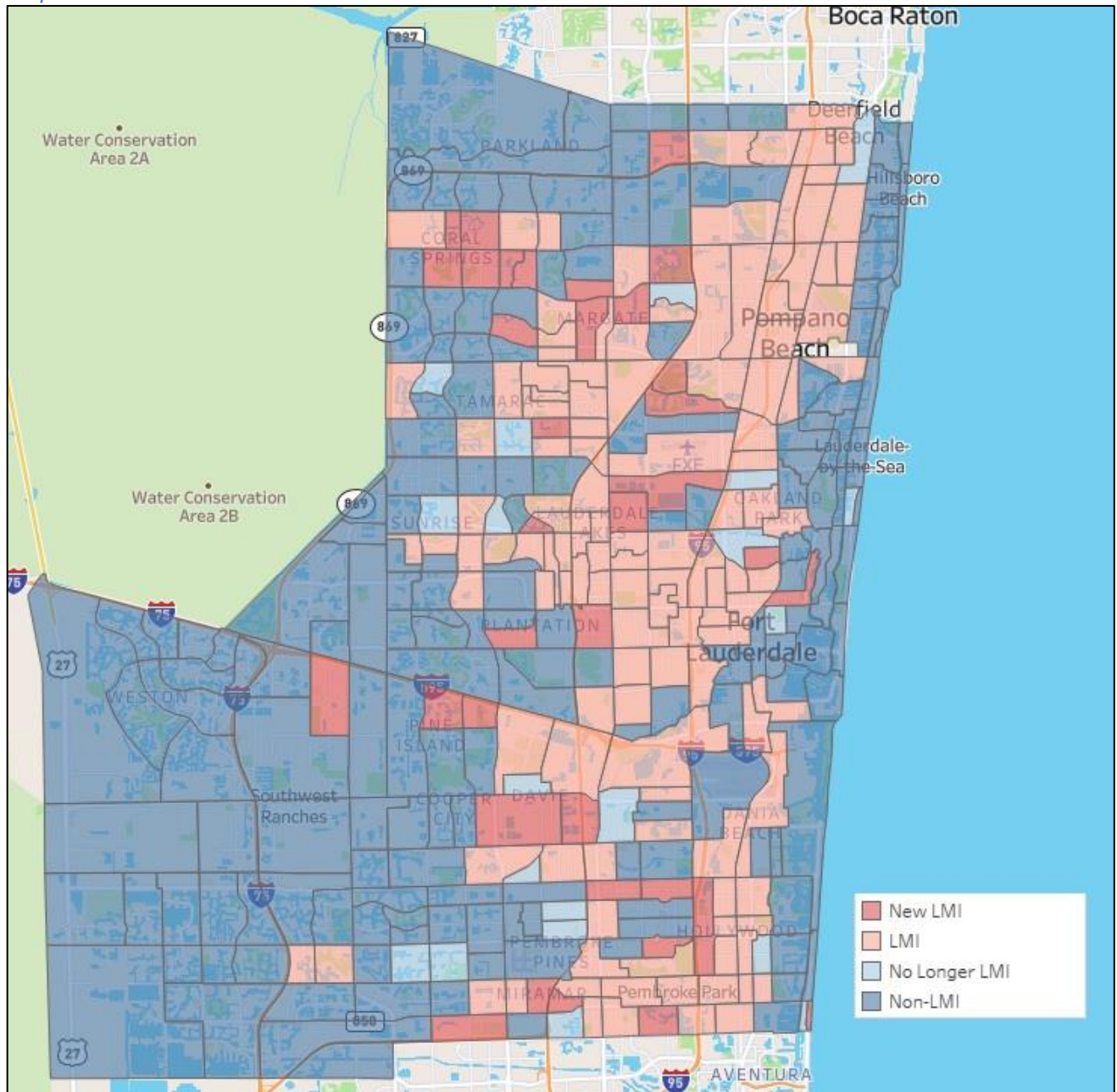


Source: 2014-2018 American Community Survey (DP03)

## LMI Census Tracts

Every five years, HUD publishes an update to the LMI status of tract block groups. LMI tracts are locations where at least 51 percent of the residents are LMI, which allows HUD grant programs to be classified as an LMA benefit. In Broward County, the majority of Census Tracts are designated LMI. Residents in these areas need additional support to attain affordable housing. In Broward County, 37 new LMI tracts were identified between the 2014-2018 LMISD calculations and 2019-2023. There were also 20 tracts that are no longer LMI.

Map: LMI Census Tracts



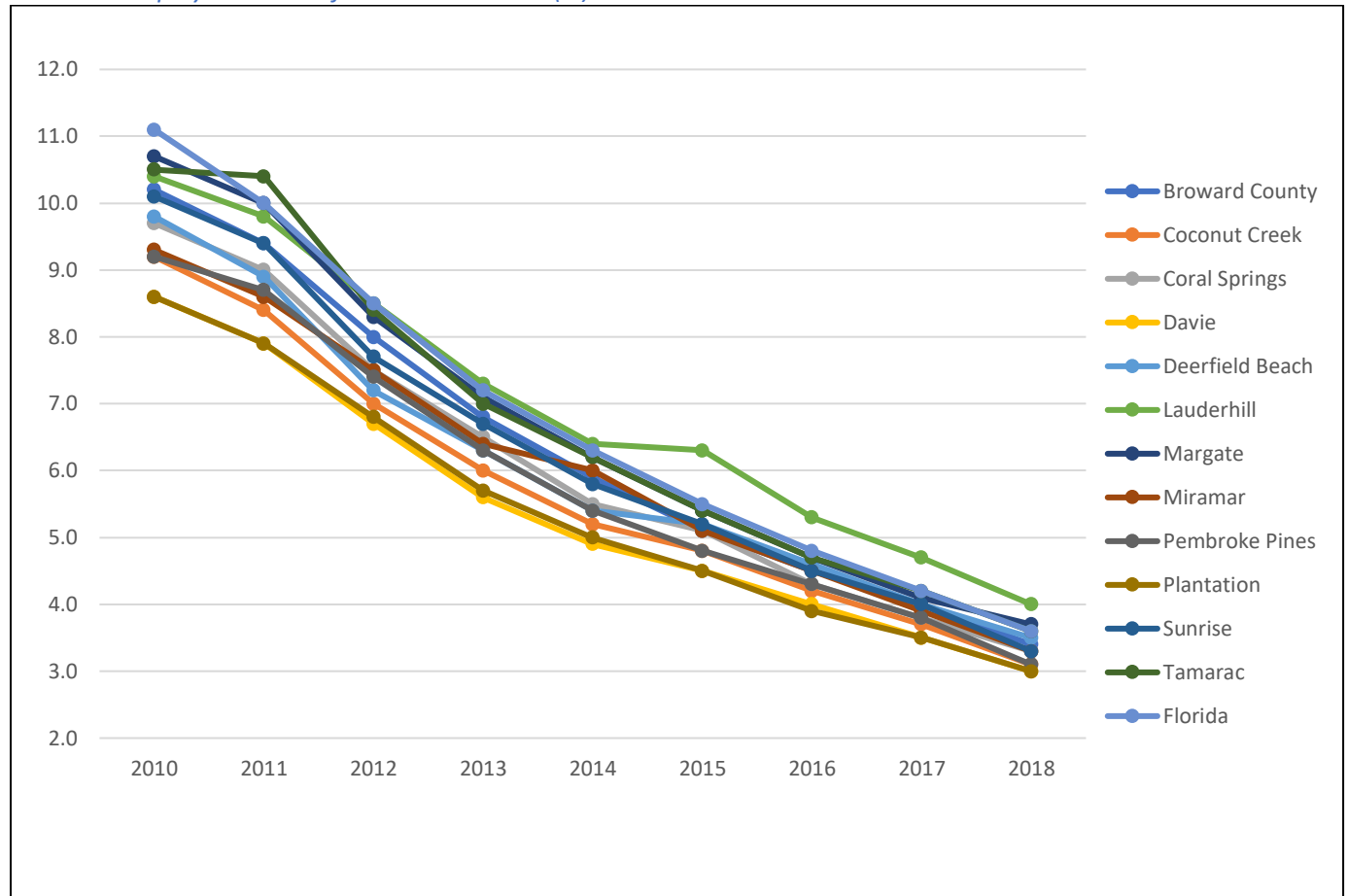
Source: HUD LMISD FY 2018 & FY 2019



## Employment

The unemployment rate in each jurisdiction tracks closely with the countywide rate. The only slight outlier is Lauderhill which began experiencing higher unemployment in 2015. In Miramar and Davie, rates have been similar and consistently so, varying only by a fraction of a percent.

Chart: Unemployment Rate from 2010 to 2018 (%)



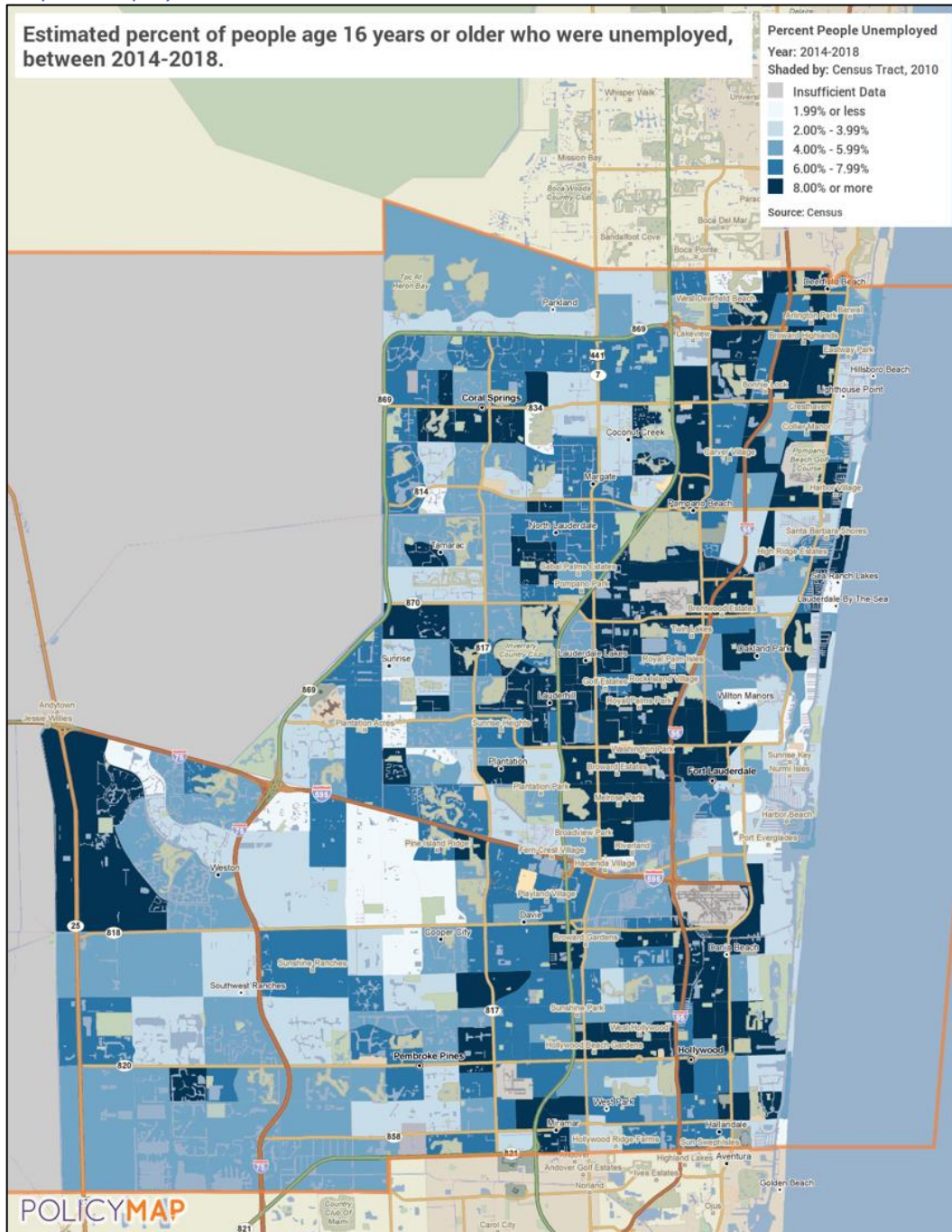
Source: BLS, Local Area Unemployment Statistics, Not seasonally adjusted

The following map displays the unemployment rate based on data from the American Community Survey. The methodology used by the U.S. Census Bureau differs from that used by the Bureau of Labor Statistics (BLS). While these sources may provide different numbers, they each show trends useful for decision-making. Unemployment rates from BLS are not available at the census tract level and thus cannot be used to identify concentrations within the county.

In Broward County, unemployment is higher in the tracts located slightly inland from the coast. This is the same general area that reported higher poverty rates than along the coast or on the

west side of the tract. While some areas have relatively higher poverty rates, most report less than 8 percent overall.

Map: Unemployment Rate



Source: 2013-2017 ACS via PolicyMap

## Transportation

In Broward County, commuting via personal vehicle is by far the most common form of transportation. Nearly 89 percent of the county’s population uses personal vehicles, a rate similar to that of the statewide. Use of public transportation is slightly more common in the county than the state, with fewer people working from home than the state as whole.

Table: Commuting Method

	Florida	Broward County
Total Workers (16 Years and Older)	9,140,393	931,338
Car, truck, or van	88.6%	88.9%
Drove alone	79.4%	79.9%
Carpooled	9.2%	8.9%
Public transportation (excluding taxicab)	1.9%	2.6%
Walked	1.4%	1.2%
Bicycle	0.6%	0.6%
Taxicab, motorcycle, or other means	1.6%	1.6%
Worked at home	5.8%	5.0%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)		

In Broward County, commute travel times grew between 2010 and 2018 by 1.6 minutes, on average. This change occurred primarily due to the drop in the percentage of residents commuting less than 10 minutes and an increase in those commuting more than an hour. Overall, nearly 9 percent of residents spend 60 minutes or more commuting each day.

Table: Travel Time

	2010	2018	Difference	Change
Workers 16 Years and Older (did not work at home)	793,687	884,332	90,645	11.4%
Less than 10 minutes	9.0%	7.3%	-1.7%	-18.9%
10 to 29 minutes	47.9%	47.8%	-0.1%	-0.2%
30 to 59 minutes	36.1%	36%	-0.1%	-0.3%
60 or more minutes	7.1%	8.8%	1.7%	23.9%
Mean travel time to work (minutes)	26.8	28.4	1.6	6.0%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)				

## Housing Profile

### Housing Stock

Throughout Broward County, one-unit detached structures make up a plurality of all housing units. Since 2010, the housing stock in the county has remained relatively stable. There has been little fluctuation in the percentage of housing units by type.

HUD defines a single-family dwelling as a structure with one to four units. Using that definition, approximately 56.4 percent of all housing units are single-family. An important group of property types are called the “Missing Middle” and represent housing types that are neither one-unit or large complexes with 20 or more units. These units tend to provide affordable housing options for many residents but are rare in many communities. In Broward, approximately 20 percent of all units are in this important group.

*Table: Property Type in 2010 and 2018*

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	330,550	41.0%	338,096	41.2%
1-unit, attached structure	62,308	7.7%	68,522	8.3%
2 units	23,875	3.0%	20,624	2.5%
3 or 4 units	36,123	4.5%	36,536	4.4%
5-9 units	45,647	5.7%	45,295	5.5%
10-19 units	58,182	7.2%	63,094	7.7%
20 or more units	226,538	28.1%	225,222	27.4%
Mobile Home	23,136	2.9%	23,112	2.8%
Boat, RV, Van, Etc.	499	0.1%	587	0.1%
<b>Total</b>	<b>806,858</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

The following table compares unit sizes from 2010 and 2018. In Broward County, there has been little change in unit size. In 2010, nearly 43 percent of the county’s housing stock was three bedrooms or more. By 2018, the housing stock of large units grew only 1 percent to 43.9 percent.

*Table: Unit Size*

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	12,863	1.6%	18,758	2.3%
1 bedroom	127,676	15.8%	122,067	14.9%
2 bedrooms	320,714	39.7%	320,401	39.0%
3 bedrooms	229,731	28.5%	240,192	29.3%
4 bedrooms	91,616	11.4%	95,030	11.6%
5 or more bedrooms	24,258	3.0%	24,640	3.0%
<b>Total</b>	<b>806,858</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				

The housing stock in Broward County is relatively new but not nearly as new as the state as a whole. Approximately 13 percent of the housing units were built after 2000 and nearly 48 percent were built after 1980. Units built prior to 1980 are at risk of having lead-based paint in them and require special care during rehabilitation. In Broward County, 52.2 percent of the housing stock was built prior to 1980, or more than 428,000 units.

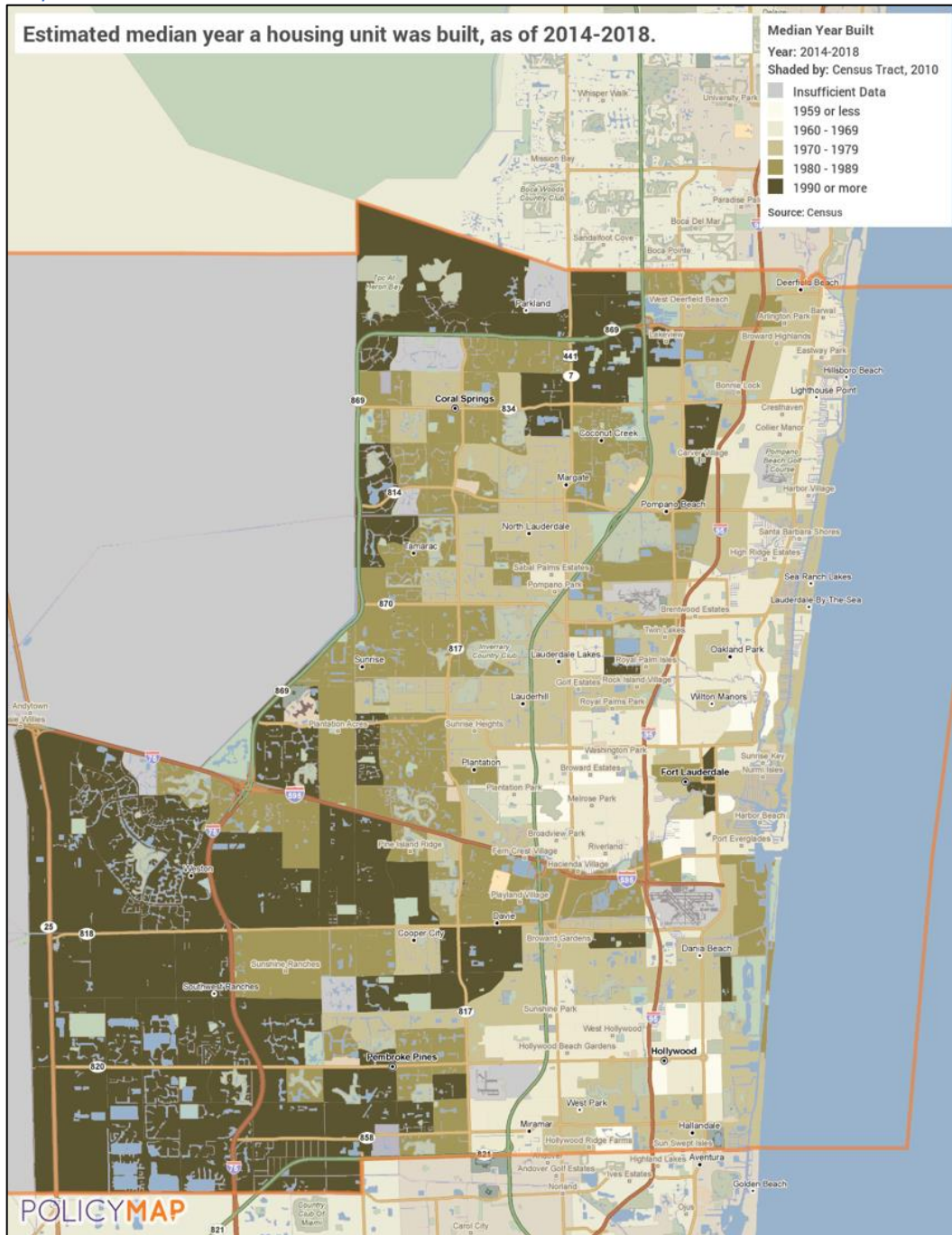
*Table: Year Unit Built*

	Florida		Broward County	
	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%
<b>Total</b>	<b>9,348,689</b>	<b>100%</b>	<b>9,348,689</b>	<b>100%</b>
Source: 2014-2018 ACS 5-Yr Estimates (DP04)				



In Broward County, newer homes are found in the western part of the county. The housing stock in these newly developing areas have a median year built of 1990 or more recent. These tracts also tend to have a younger population. By contrast, many tracts near the coast have a median year built of earlier than 1960 and have an older population.

Map: Median Year Built



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

## Occupancy Characteristics

Housing occupancy has experienced some change in Broward County between 2010 and 2018. The percent of occupied units in the housing stock stayed relatively stable, but occupancy tenure changed. There are approximately 40,000 fewer homeowners in the county now than in 2010. That is a decrease of more than 7 percent.

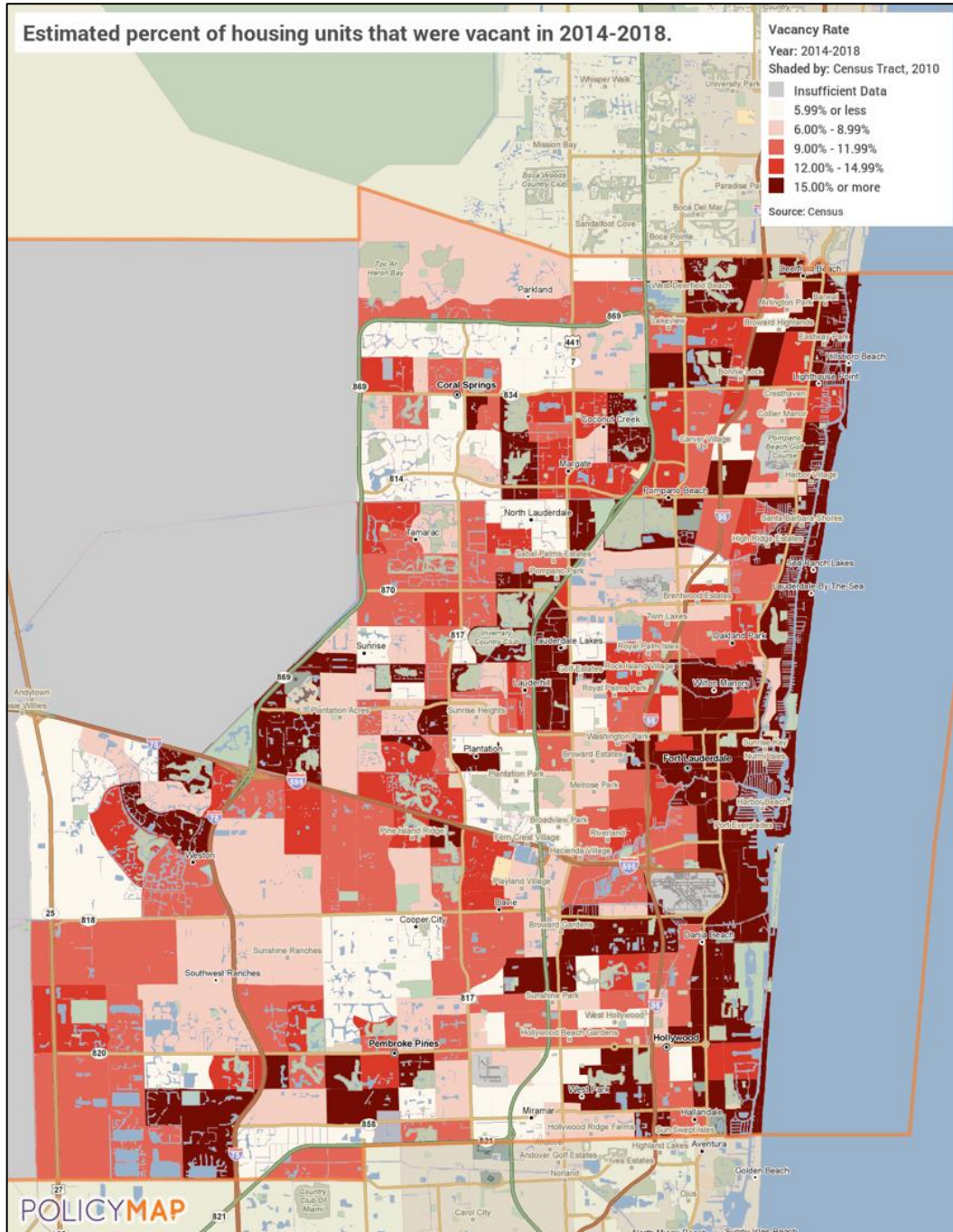
*Table: Housing Occupancy in 2010 and 2018*

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	806,858	--	821,088	--
<b>Occupied Housing Units</b>	<b>668,898</b>	<b>82.9%</b>	<b>682,088</b>	<b>83.1%</b>
<i>Owner Occupied Units</i>	<i>463,511</i>	<i>69.3%</i>	<i>423,316</i>	<i>62.1%</i>
<i>Renter Occupied Units</i>	<i>205,387</i>	<i>30.7%</i>	<i>258,772</i>	<i>37.9%</i>
<b>Vacant Units</b>	<b>137,960</b>	<b>17.1%</b>	<b>139,000</b>	<b>16.9%</b>
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)				



Throughout Broward County, vacancy rates vary considerably. In general, coastal tracts have higher vacancy rates than other areas with more than 15 percent. Lower vacancy rate tracts are most common further inland where the rate is less than 6 percent in some areas. It should be noted that a property that is only used as a vacation or seasonal home is considered “vacant.” Deerfield Beach has the highest citywide vacancy rate with 23.4 percent.

Map: Vacancy Rate



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

## Housing Production

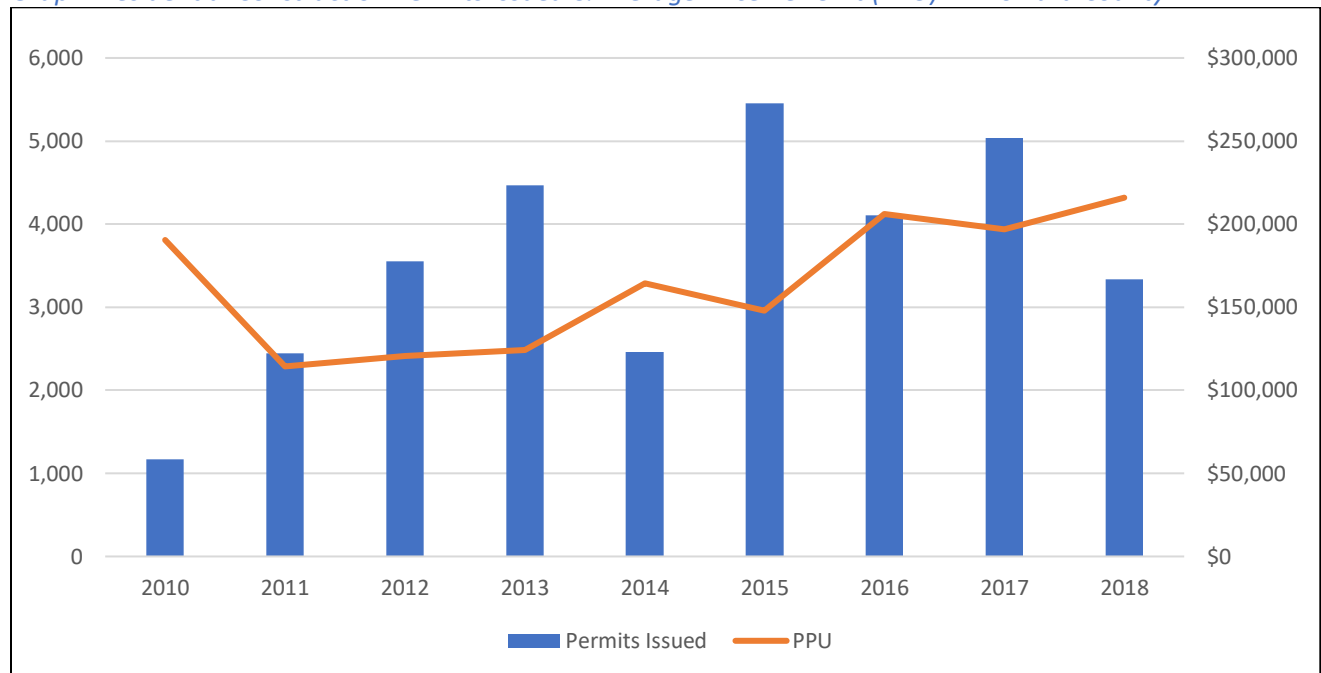
In Broward County, the number of residential construction permits issued in the county varies from year to year but generally trends upwards. The three years with the highest price per unit were 2010, 2016 and 2018. Two of these years, 2016 and 2018, also had some of the highest production of one-unit structures. From 2010 to 2018, the average price per unit of single-unit structures increased by 42.5 percent while the average price per unit of five-plus units increased by only 13 percent.

*Table: Construction Permits Issued in Broward County*

	1-Unit		2-Units		3-4 Units		5+ Units		Total	
	#	PPU	#	PPU	#	PPU	#	PPU	#	PPU
<b>2010</b>	979	\$200,313	2	\$107,944	12	\$217,028	175	\$135,214	1,168	\$190,573
<b>2011</b>	1,446	\$148,602	8	\$116,614	6	\$268,183	984	\$63,085	2,444	\$114,360
<b>2012</b>	1,023	\$228,566	2	\$150,000	28	\$199,492	2,503	\$75,655	3,556	\$120,662
<b>2013</b>	1,434	\$237,673	6	\$74,719	48	\$140,858	2,982	\$69,636	4,470	\$124,315
<b>2014</b>	1,181	\$286,962	22	\$114,310	4	\$193,640	1,255	\$49,489	2,462	\$164,216
<b>2015</b>	1,494	\$255,821	6	\$110,014	46	\$127,200	3,906	\$107,231	5,452	\$148,120
<b>2016</b>	1,535	\$293,071	18	\$134,899	56	\$128,275	2,496	\$155,147	4,105	\$206,266
<b>2017</b>	1,748	\$296,281	28	\$195,006	50	\$220,989	3,208	\$142,348	5,034	\$196,874
<b>2018</b>	1,580	\$285,521	24	\$226,568	54	\$202,847	1,674	\$150,478	3,332	\$215,911

Source: US Census Bureau, Building Permits Survey  
PPU = Price Per Unit

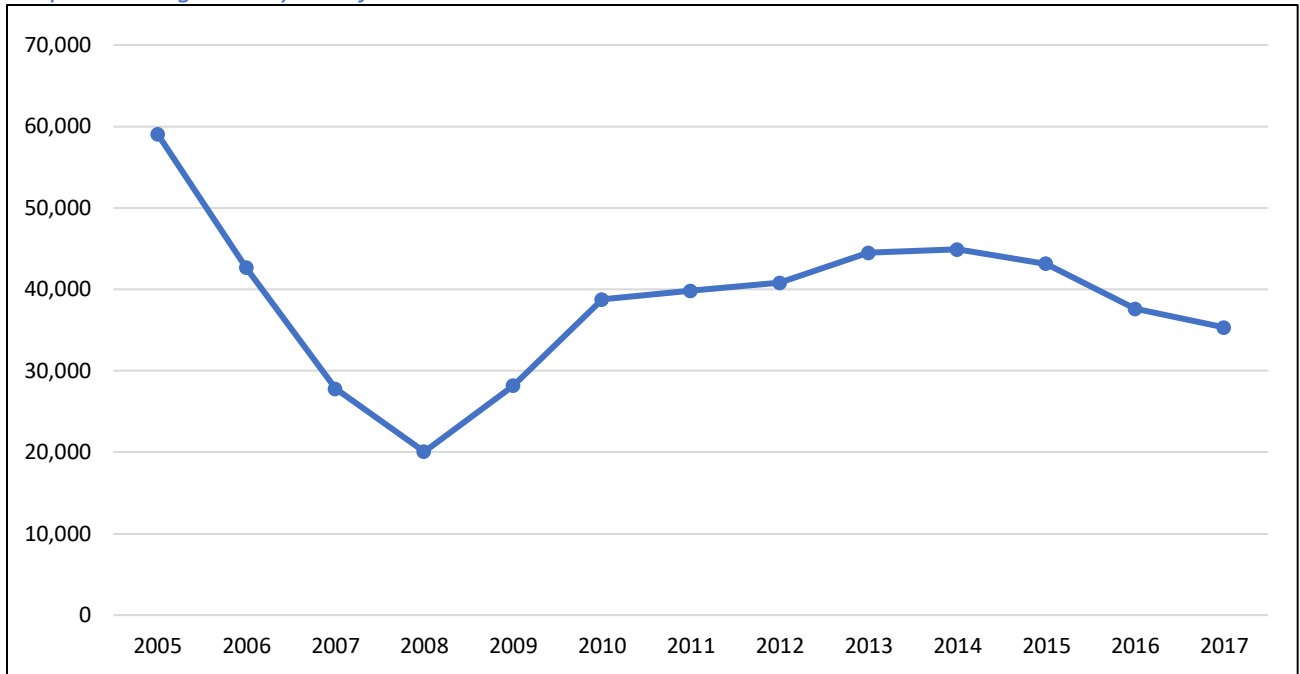
*Graph: Residential Construction Permits Issued & Average Price Per Unit (PPU) in Broward County*



Source: US Census Bureau, Building Permits Survey

In Broward County, housing sales dropped significantly from 2005 to 2008. This housing market crash was felt throughout the country. Beginning in 2009, the market started expanding again until 2014. Since then, sales have declined.

*Graph: Housing Sales by Year from 2005-2017*



Source: PolicyMap & Zillow

## Costs

The following section examines data on housing costs for owners and renters across the county between 2010 and 2018. The median home value of owner-occupied units decreased by nearly 2 percent while the median rent increased by almost 15 percent. This presents a situation where homeowners have less capital now than they did in the past and renters are paying more than before.

*Table: Housing Costs in 2010 and 2018*

	2010	2018	% Change
Median Home Value	\$247,500	\$243,100	-1.8%
Median Gross Rent	\$1,133	\$1,332	14.9%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

In 2018, the median home value was lower in Broward than it was in 2010. As noted above, the housing market has been contracting in the county since 2014. Between 2010 and 2018, the distribution of homes based on price remained fairly steady. There were some slight changes with fewer homes in the \$200,000 to \$299,999 range and more units for less than \$100,000.

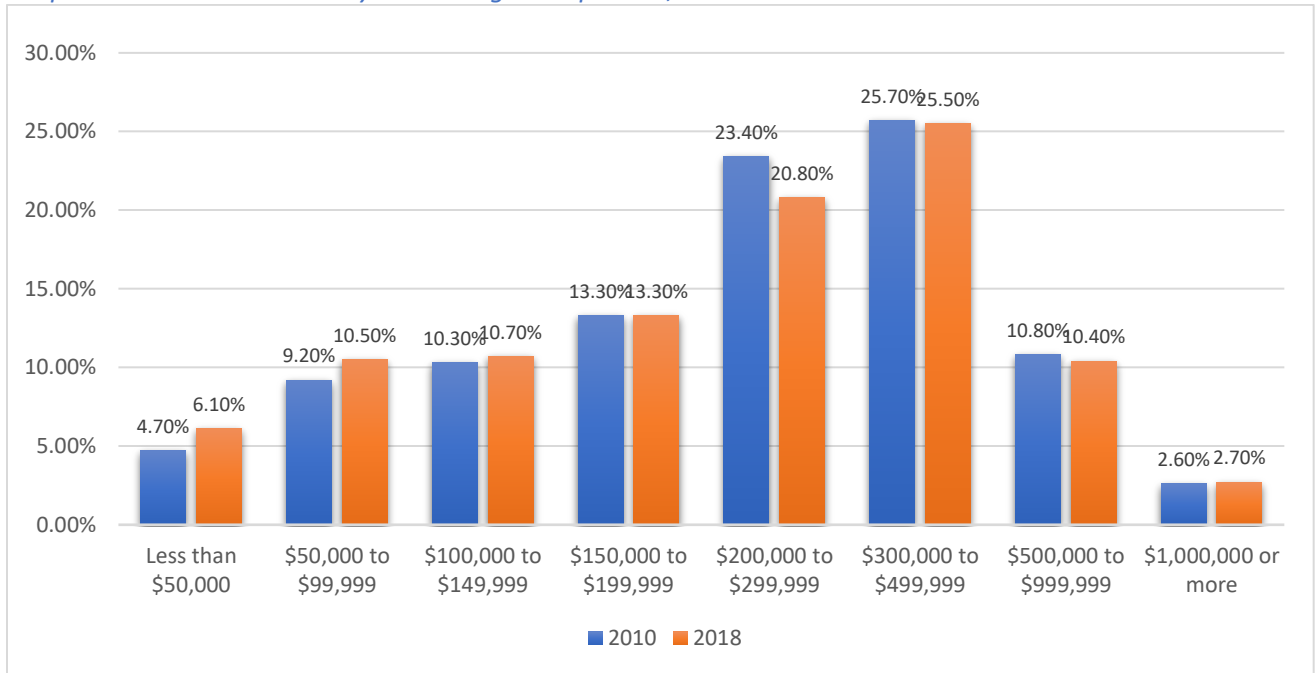
*Table: Median Home Value for Owner Occupied Units*

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	21,978	4.7%	25,709	6.1%
\$50,000 to \$99,999	42,874	9.2%	44,366	10.5%
\$100,000 to \$149,999	47,551	10.3%	45,250	10.7%
\$150,000 to \$199,999	61,536	13.3%	56,227	13.3%
\$200,000 to \$299,999	108,433	23.4%	88,167	20.8%
\$300,000 to \$499,999	119,264	25.7%	108,074	25.5%
\$500,000 to \$999,999	50,017	10.8%	44,215	10.4%
\$1,000,000 or more	11,858	2.6%	11,308	2.7%
Total Units/Median Value	463,511	\$247,500	423,316	\$234,100

Data Source: 2006-2010 & 2014-2018 American Community Survey 5-Year Estimates (DP04)

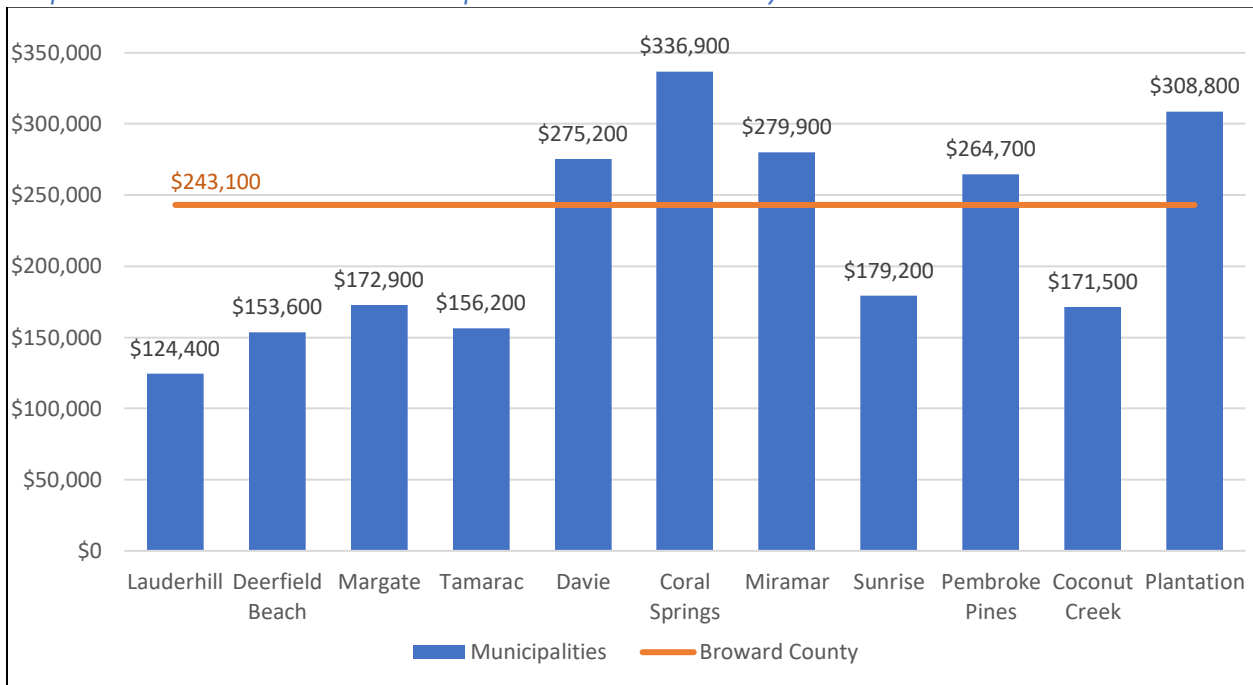
The following graph illustrates the data presented above.

*Graph: Median Home Value by Price Range Comparison, 2010 & 2018*



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

*Graph: 2018 Median Home Value Comparison in Broward County*

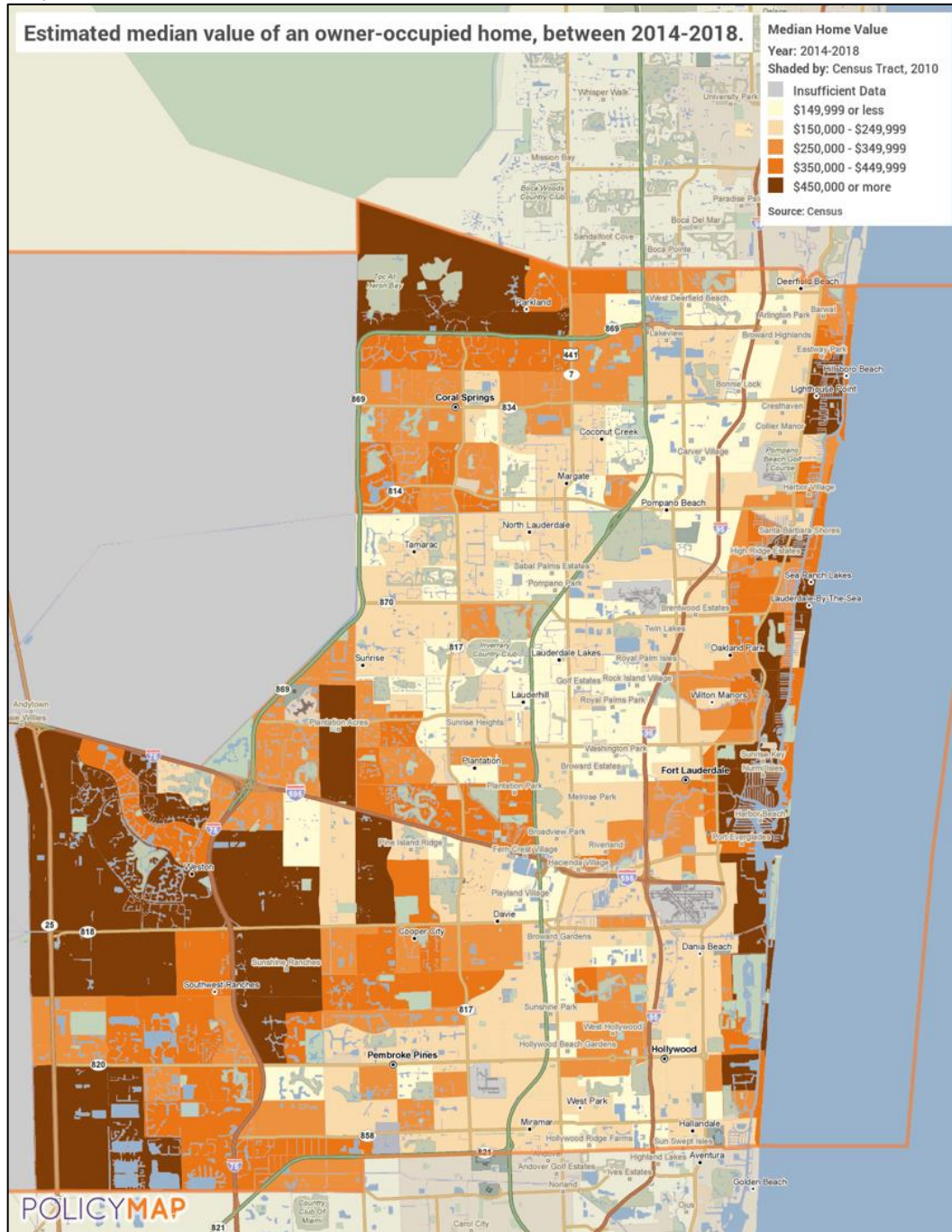


Source: 2014-2018 ACS 5-Yr Estimates (DP04)



Home values are much higher in the western and coastal areas of the county. In the high value areas, the median value is more than \$450,000. The highest value citywide is in Coral Springs where the median home value is \$336,900. This is a stark contrast to the median home value in the county's central corridor that are one-third that or less. These areas also have higher than average poverty rates and larger populations of black or African American residents.

Map: Median Home Value

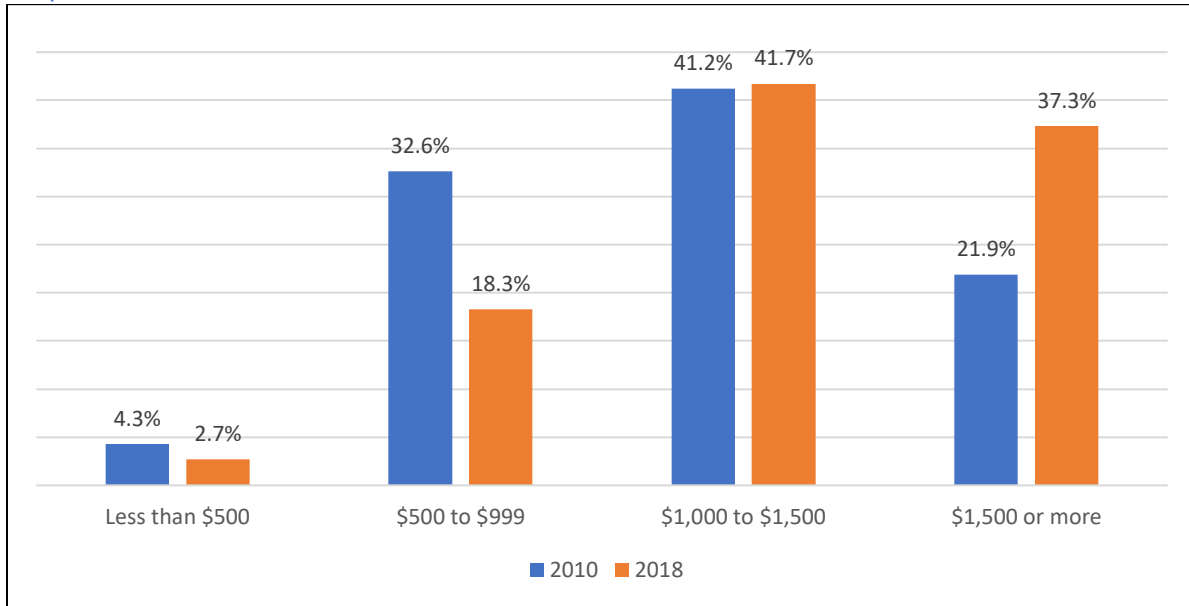


Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap



Because rents have increased throughout Broward County even as home values have decreased, renters are more likely to be cost burdened and have housing instability. The number of rental units available for less than \$1,000 per month decreased substantially between 2010 and 2018. In 2010, approximately 37 percent of all rental units in the county were less than \$1,000 per month, a figure that dropped to 21 percent in 2018. This reduction in the availability of affordable units can be a severe impediment to housing choice for low-income residents.

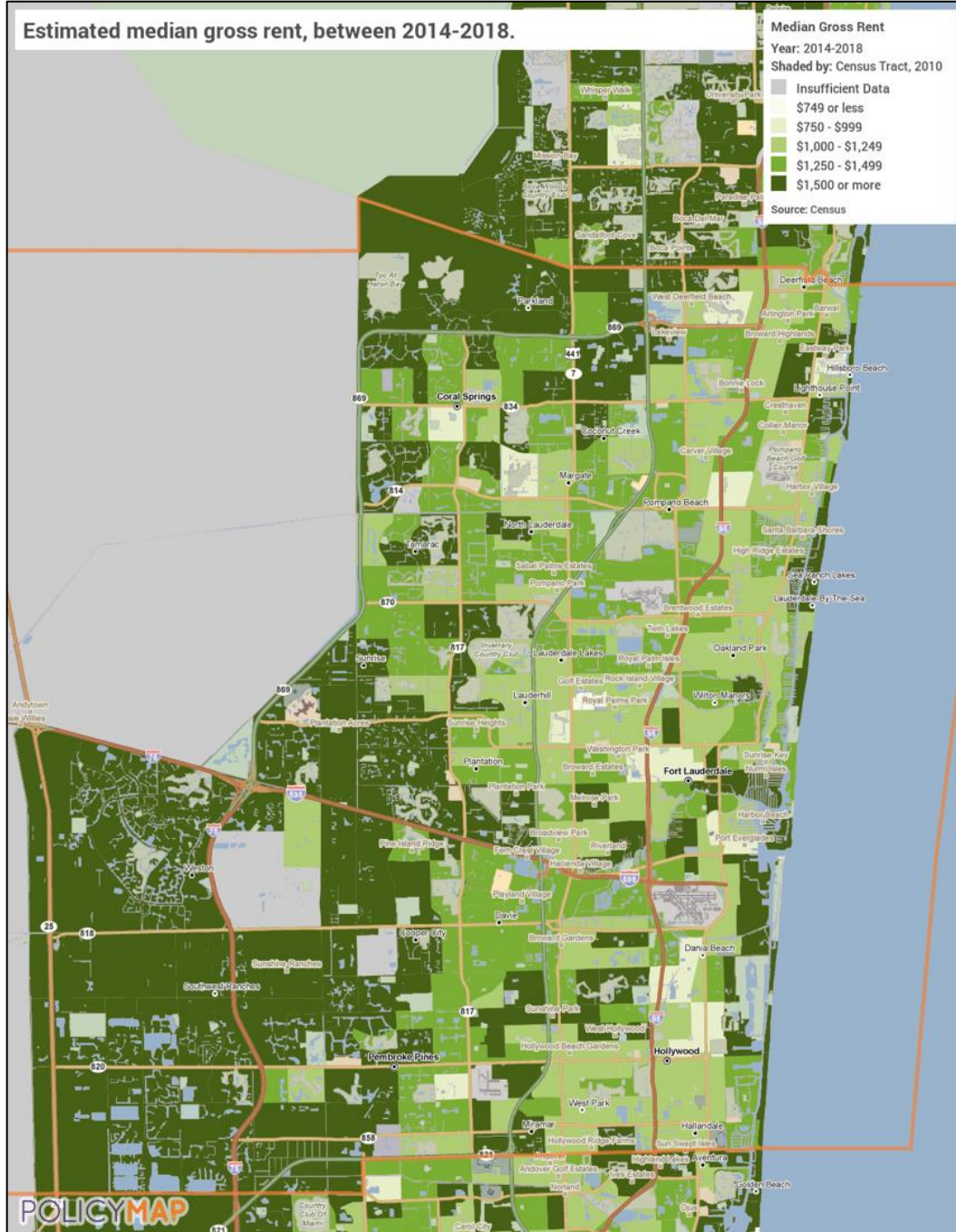
Graph: Median Rent



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Median rent in Broward County shows a geographic pattern that is similar to median home values. The western and coastal parts of the county have much higher rents than elsewhere, more than \$1,500. Central tracts are lower, generally under \$1,250.

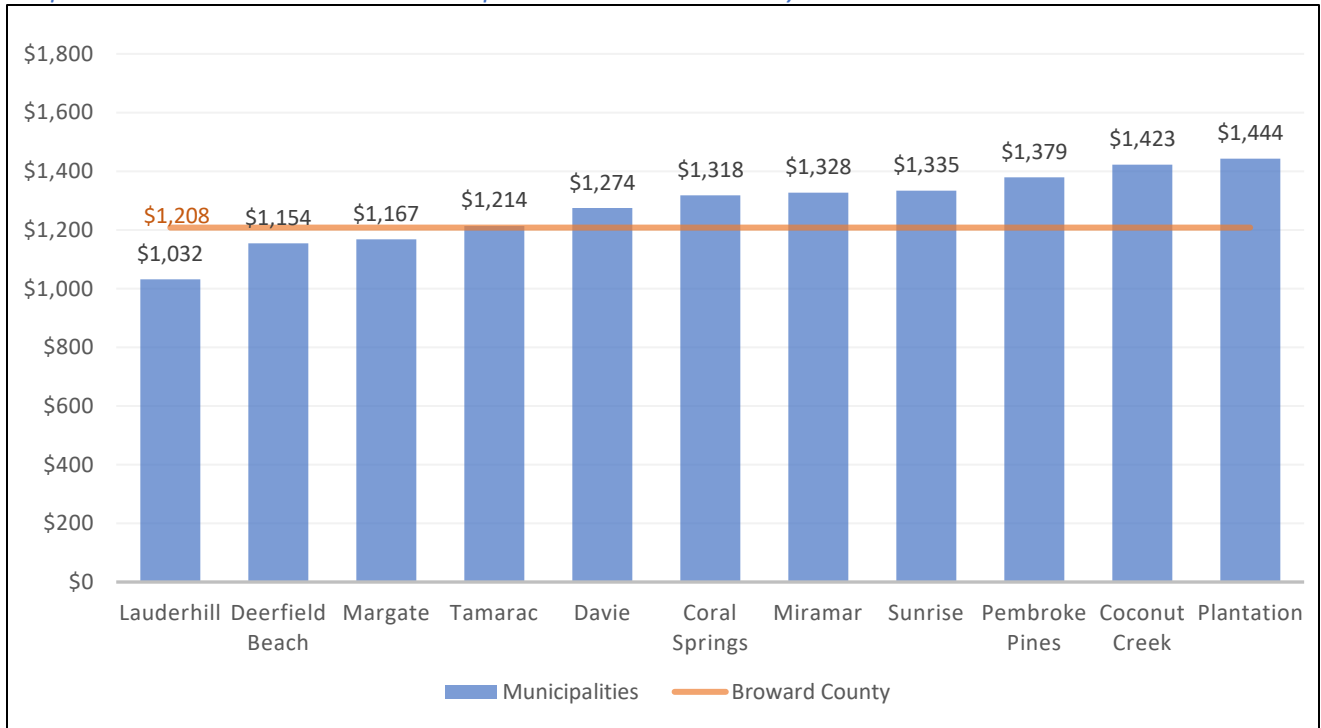
Map: Median Rent



Source: 2014-2018 ACS 5-Yr Estimates via PolicyMap

The range between median rents among municipalities is approximately \$400 with Lauderhill showing the lowest and Plantation the highest. Overall, there is not a significant disparity among municipalities. Each jurisdiction is within 13-20 percent of the county median.

*Graph: 2018 Median Contract Rent Comparison in Broward County*



Source: 2014-2018 ACS 5-Yr Estimates (DP04)

## Public Sector Analysis

### Overview

The U.S. Department of Housing and Urban Development (HUD) recommends that the Analysis of Impediments to Fair Housing Choice investigate multiple housing factors in the public sector. Community features, including public services and facilities and the location of public and assisted housing are aspects of desirable neighborhoods, the demand for which is heightened.

### Zoning and Land-Use

The Fair Housing Act, as amended, make it unlawful for municipalities to use their governmental powers, including zoning and land-use authority, to discriminate against racial minorities or those with disabilities. Zoning ordinances codify uses and make differentiations within each use classification. While many zoning advocates assert that the primary purpose of zoning and land-use regulation is to promote and preserve the character of communities, inclusionary zoning can also promote equality and socioeconomic diversity.

Land use zoning is one of the most powerful tools planners have to effectuate change and foster socioeconomic and land use diversity. But the reverse is also true: zoning and land-use planning measures may also have the effect of excluding lower-income and racial minority groups. Local elected officials and government administrators directly influence whether a community develops and commits to housing goals and objectives.

Zoning ordinances aimed at controlling the placement of group homes are one of the most litigated areas of fair housing regulations. Nationally, advocates for the disabled, homeless and those with special needs have filed complaints against restrictive zoning codes that narrowly define "family" for the purpose of limiting the number of non-related individuals occupying a single-family dwelling unit. For many people who are disabled, the group home arrangement/environment provides the only affordable housing option for residential stability and more independent living. By limiting the definition of "family" and creating burdensome occupancy standards, zoning ordinances can unfairly exclude disabled persons from prime residential neighborhoods.

### Multi-Family Housing Units

Public or assisted housing can exist in several forms, including low-income housing projects, housing voucher programs and supportive housing. The objective of public and other forms of assisted housing is to provide housing that is suitable for persons with special needs or families with low- to moderate-incomes and to promote access to jobs, transportation and related community resources. Uneven distribution of public and assisted housing can be the result of an impediment such as land use policies that discourage multi-family or low-income housing in some areas, thus leading to segregation of low-income and other populations.

## Low-Income Housing Tax Credit Program

The Low-Income Housing Tax Credit (LIHTC) Program is designed to promote investment in affordable rental housing by providing tax credits to developers of qualified projects. To qualify for the tax credits, housing projects must be residential rental properties in which a proportion of available units are rent-restricted and reserved for low-income families.

The exact proportions of units that need to be reserved for low-income families for a project to qualify for LIHTC credits varies according to which threshold the property owner elects to implement. One threshold, according to the 20-50 rule, requires that at least 20 percent of housing units be occupied by families with incomes equal to or less than the area median income (as determined by HUD). Owners who elect to follow the 40-60 rule, must reserve at least 40 percent of units for families earning less than 60 percent of the area median. Area median incomes are adjusted for household size. Property owners are required to maintain rent and income restrictions for at least 30 years, pursuant to the HUD-mandated minimum affordability period, though in some areas they are required to operate under these restrictions for longer time periods.

## Section 8

Housing assistance is also available to low-income families through the Section 8 Program. Rent subsidies that are available through Section 8 include Housing Choice Vouchers and Project Based Section 8 housing. Unlike Project-Based Section 8 assistance, which subsidizes specific properties, vouchers are portable: recipients can choose where to live as long as the landlord accepts the vouchers and the unit meets a certain set of HUD-defined criteria, including maximum income limits and the “reasonableness” of the monthly rent charges as compared to units in the private market. The program covers monthly rental costs minus the tenant’s contribution, which is not to exceed 30 percent of his or her monthly adjusted income, or 10 percent of monthly unadjusted gross income.

## Promoting Fair Housing and Fair Lending

### U.S. Department of Housing and Urban Development

In 1965, the Department of Housing and Urban Development (HUD) became a cabinet-level agency. The Civil Rights Act of 1968 made most types of housing discrimination illegal and gave HUD “enforcement responsibility” when dealing with fair housing practices. The official website for HUD states that the department’s primary purpose is to “promote non-discrimination and ensure fair and equal housing opportunities for all.” HUD’s main responsibilities involve “implementing and enforcing a wide array of civil rights laws, not only for members of the public in search of fair housing, but for HUD funded grant recipients as well,” and are enforced by a group of laws known as the Civil Rights Related Program Requirements, or CRRPRs.

HUD-funded grant recipients are obligated by law not to discriminate “in housing or services

directly or indirectly on the basis of race, color, religion, sex, national origin, age, familial status, or disability.” According to the Fair Housing Act (FHA), the secretary of HUD “shall administer programs and activities relating to housing and urban development in a manner that affirmatively furthers the policies outlined” within sections of the act. Some examples of these programs and activities include but are not limited to offering counseling programs, establishing fair housing enforcement organizations in areas of need, working with housing providers and encouraging banks and lenders to use more non-traditional credit evaluation methods.

The amended Housing and Community Development Act of 1974 is the primary law for the Community Development Block Grant (CDBG) Program. Under this act, every grant recipient is responsible for assuring HUD that the grant will be carried out in a manner that affirmatively furthers fair housing. CDBG recipients are required to:

1. Examine and attempt to alleviate housing discrimination within their jurisdiction
2. Promote fair housing choice for all persons
3. Provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin
4. Promote housing that is accessible to and usable by persons with disabilities
5. Comply with the non-discrimination requirements of the Fair Housing Act

HUD’s Super Notice of Funding Availability (SuperNOFA) provides funds to ensure that HUD and grantees work toward furthering fair housing and decreasing housing discrimination.

### *HUD and Fair Lending*

Fair lending plays a major role in fair housing. The FHA states that it is unlawful to discriminate in the following ways based on race, color, national origin, religion, sex, familial status or disability:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms of conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising properties
- Refuse a loan or set different terms of conditions for purchasing a loan

HUD investigates claims of lending discrimination at no charge. “HUD has conducted a number of studies to determine whether minority homebuyers receive the same treatment and information as whites during the mortgage lending process.” HUD also addresses issues such as subprime lending, predatory lending and minority homeownership.

(Source: <http://portal.hud.gov/hudportal/HUD>)



## Community Development Block Grant (CDBG)

Entitlement Grants are awarded to urban communities on a formula basis to support affordable housing and community development activities. The Community Development Block Grant (CDBG) program is used to plan and implement projects that foster revitalization of eligible communities. The primary goal of the program is the development of viable communities. Program objectives include the provision of decent housing, a suitable living environment and expanded opportunities principally for low- to moderate-income individuals and families. Broward County provides funding county wide through CDBG to Urban County Participating cities and unincorporated areas of central Broward County. The geographic areas served under CDBG are the Urban County Participating cities of Cooper City, North Lauderdale, Lauderdale Lakes, Lauderdale by-the-Sea, Oakland Park, Wilton Manors, Parkland, Lighthouse Point, Dania Beach, Hallandale Beach, Pembroke Park and West Park. The unincorporated areas of central Broward County are also served. They include neighborhoods such as Boulevard Gardens, Washington Park, Franklin Park and Roosevelt Gardens. The county receives CDBG allocation directly from HUD. Activities include:

- Acquisition/rehabilitation
- Homebuyer assistance
- Homeless assistance
- Economic development
- Public improvements
- Public services

## HOME Investment Partnership Program

The HOME Investment Partnerships Program (HOME) is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. Program regulations are at 24 CFR Part 92. HOME “provides formula grants to states and localities that communities use – often in partnership with local nonprofit groups – to fund a wide range of activities including building, buying and/or rehabilitating affordable housing for rent or homeownership or provide direct rental assistance to low-income people.” Broward County provides HOME funding to entitlement cities participating in the HOME Consortium. Funds are allocated primarily to urban county participating cities. Actual allocation amounts are generated by their population, socio-economic and demographic data qualifiers. The HOME Program operates under a consortium which includes 11 entitlement jurisdictions: Coconut Creek, Coral Springs, Deerfield Beach, Margate, Tamarac, Sunrise, Plantation, Lauderhill, Davie, Pembroke Pines and Miramar.

## Emergency Solutions Grant (ESG)

The Emergency Solutions Grant (ESG) is a federal grant that was established by the Homeless

Housing Act of 1986, in response to the growing issue of homelessness among men, women and children in the United States. In 1987, the ESG program was incorporated into subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378). The ESG program is administered by Broward County's Housing Finance & Community Redevelopment Division.

The objectives of the Emergency Solutions Grant program are:

- Increase the number and quality of emergency shelter and transitional housing facilities for homeless individuals and families
- Operate these facilities
- Provide essential social services
- Help prevent homelessness

The four main ESG Program Eligible Activities are:

- Homeless Prevention
- Essential Services
- Operational and Maintenance
- Renovation, Rehabilitation and Conversion

## Evaluation of Public Sector Policies

Broward County and many of its cities have implemented several important public policies that strive to address the housing needs of residents of the county. Some important policies that have made positive impacts on the housing market include:

### **1. Expanded School Board Educational Impact Fee Waiver**

The Broward County School Board's Growth Management Policy modified the parameters of the district's school impact fee waiver for low and very low-income affordable housing units eligible for a full waiver up to \$50,000 per project.

### **2. Support of Bonus Density for Affordable Housing**

The county offers a bonus density program for affordable units through the Broward County Land Use Plan. The program enables bonus units to be granted for parcels with commercial future land use map designations and in other areas identified in the land development regulations. Several cities identified later in this analysis have also adopted this important practice.

### **3. Established Affordable Housing Trust Fund**

Broward County voters recognized the need for increased funding for affordable housing by endorsing the establishment of a local trust fund earmarked for alleviating the shortage of affordable units and addressing homelessness.

With voter approval, the Broward County Commission has provided \$15 million in annual funding.

#### **4. Coordinated Efforts to Address Homelessness**

Broward County has demonstrated a commitment to end homelessness. There are more than 15 agencies in the county that serve homeless and special needs populations. Outreach, education, point-in-time counts, funding drives, treatment, referral services and other related activities are on-going. In addition, the county allocates millions of dollars annually from its general fund for services and interventions that fund operations and programs to address the needs of homeless persons. Nevertheless, there are more homeless people in Broward County than there are shelters and facilities to assist.

#### **5. Provide Faster Delivery of Services and Benefits**

The county funds a one-stop mainstream state benefits service via 211. As a result, Continuum of Care Program participants are more efficiently screened and receive benefits an average of 60 percent faster than in the past.

#### **6. Enacted Landlord Registration and Rental Property Inspection Program**

The county requires all owners of residential rental homes, buildings and units with intentions to lease, sublease or rent to obtain an annual Residential Rental Certificate of Use. This registration gives code enforcement personnel the ability to contact landlords to deal with health and safety violations, minimum housing code complaints and emergency situations at residential rental units. The program also requires properties to pass an annual exterior property maintenance and community standards inspection.

#### **7. Created Broward Housing Council**

Broward County has been proactive in seeking regional collaborations to address affordable housing issues. In 2018, the county established the Broward Housing Council to serve in an advisory capacity to County Commission and to facilitate coordination between the county, municipalities, the business community and not-for-profit groups to address housing issues including affordable housing, workforce housing and homelessness.

#### **8. Implemented State of Florida Save Our Homes Policy**

This state constitutional benefit limits the annual assessment increase on Homestead properties to no more than 3 percent or the percentage change in the Consumer Price Index, whichever is less. This measure has resulted in the median home value in Broward County increasing less than half of the increase in the national median home value since 2012.

*Table - Impact of Save Our Homes Policy on Median House Value Since 2012*

Year	State of Florida CPI	Broward County Median Home Value	U.S. Median Single- Family Home Value
2012	3.0%	\$181,400	\$181,600
2018	2.1%	\$204,900	\$259,900
2012 – 2018 Percent Change	<b>11.9%</b>	<b>12.9%</b>	<b>43.1%</b>

Source: Florida Department of Revenue; U.S. Census American Community Survey 2012, 2018.

## **10. Encourage Affordable Housing in Commercial Sites**

In 2019, the county amended the land use policy to encourage affordable housing construction on commercial sites near major roads. The recent policy addition requires that developments include a residential component with affordable housing if the project is located in certain high traffic areas. The change allows developers to build up to 19 market rate units for each affordable unit reserved for tenants with a very low income. The policy also incentivizes municipalities to conform to the county’s land use code in return for the municipality receiving an increase in revenue from the county’s transportation sales tax.

## Private Sector Analysis

### Lending Practices

Countywide lending practices were analyzed using data gathered from lending institutions in compliance with the Home Mortgage Disclosure Act (HMDA). The HMDA was enacted by the U.S. Congress in 1975 and is implemented by the Federal Reserve Board as Regulation C. The intent of the act is to provide the public with information related to financial institution lending practices and to aid public officials in targeting public capital investments to attract additional private sector investments.

Since enactment of the HMDA in 1975, lending institutions have been required to collect and publicly disclose data regarding applicants, including location of the loan by census tract, county and metropolitan statistical areas (MSA); income, race and gender of the borrower; the number and dollar amount of each loan; property type; loan type; loan purpose; whether the property is owner-occupied; action taken for each application; and, if the application was denied, the reason(s) for denial. Property types examined include one-to-four family units, manufactured housing and multi-family developments.

HMDA data is a useful tool in accessing lending practices and trends in a given jurisdiction. While many financial institutions are required to report loan activities, it is important to note that not all institutions are required to participate. Depository lending institutions – banks, credit unions and savings associations – must file under HMDA if they hold assets exceeding the coverage threshold set annually by the Federal Reserve Board, have a home or branch office in one or more MSA, or originated at least one home purchase or refinancing loan on a one-to-four family dwelling in the preceding calendar year. Such institutions must also file if they meet any one of the following three conditions: status as a federally insured or regulated institution; originator of a mortgage loan that is insured, guaranteed, or supplemented by a federal agency; or originator of a loan intended for sale to Fannie Mae or Freddie Mac.

For-profit, non-depository institutions (such as mortgage companies) must file HMDA data if: their value of home purchase or refinancing loans exceeds 10 percent of their total loan originations or equals or exceeds \$25 million; they either maintain a home or branch office in one or more MSAs or in a given year execute five or more home purchase, home refinancing, or home improvement loan applications, originations, or loan purchases for properties located in MSAs; or they hold assets exceeding \$10 million or have executed more than 100 home purchase or refinancing loan originations in the preceding calendar year.

It is recommended that the analysis of HMDA data be tempered by the knowledge that no single characteristic should be considered in isolation, but rather in the context of other factors. For instance, while it is possible to develop conclusions simply based on race data, but it is more accurate to consider all possible factors, particularly in relation to loan denials and loan pricing. According to the FFIEC, “with few exceptions, controlling for borrower-related factors reduces

the differences among racial and ethnic groups.” Borrower-related factors include income, loan amount, lender and other information included in the HMDA data.

The following analysis is provided for Broward County, summarizing 2017 HMDA data and data between 2007 and 2017 where applicable. Where specific details are included in the HMDA records, a summary is provided below for loan denials, including information regarding the purpose of the loan application, race of the applicant and the primary reason for denial. For the purposes of analysis, this report will focus only on the information available and will not make assumptions regarding data that is not available or that was not provided as part of the mortgage application or in the HMDA reporting process.

### 2017 County Overview

In 2017, there were approximately 82,500 applications filed in Broward County for home loans to purchase, refinance or make home improvements for a single-family home (not including manufactured homes). Of those applications, more than 37,000 or 45 percent were approved and originated. This represents a decrease of approximately 3,500 originations from 2016 and a percentage decrease of approximately 9 percent, a smaller decline than the national decrease of 13 percent. Of the remaining 45,340 applications, approximately 14,650 or 18 percent of all applications were denied. The top two application denial reasons within the county were debt-to-income ratio (30 percent) and credit history (24 percent), representing more than half of the county’s total denials. Lack of collateral and incomplete applications represented 18 percent and 14 percent of denials, respectively. It is important to note that financial institutions are not required to report reasons for loan denials, although many do so voluntarily. Also, while many loan applications are denied for more than one reason, HMDA data reflects only the primary reason for the denial of each loan.

The balance of the approximately 30,700 applications that were not originated or denied were closed for one reason or another including a) the loan was approved but not accepted by the borrower, b) the application was closed because of incomplete information or inactivity by the borrower or c) in many instances the application may have been withdrawn by the applicant.



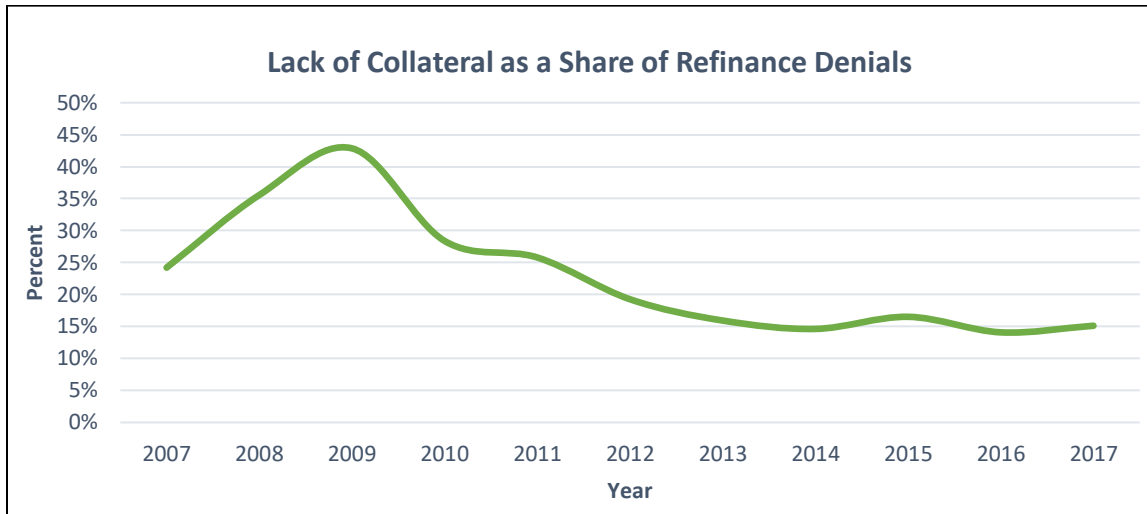
**Disposition of Application by Loan Type and Purpose, 2017**  
**Single Family Homes (excluding manufactured homes)**

	Loan Type	Home Purchase	Refinance	Home Improvement
<b>Total Applications</b>				
	Conventional	29,348	23,842	5,127
	FHA	13,289	5,542	260
	VA	2,488	2,496	127
	FSA/RHS	1	1	0
<b>Loans Originated</b>				
	Conventional	16,085	9,508	1649
	FHA	6,022	1717	79
	VA	1,212	855	54
	FSA/RHS	0	0	0
<b>Loans Approved but Not Accepted</b>				
	Conventional	549	708	140
	FHA	221	217	12
	VA	37	87	1
	FSA/RHS	0	0	0
<b>Applications Denied</b>				
	Conventional	3,663	5,207	2,456
	FHA	1,266	1,161	63
	VA	269	545	28
	FSA/RHS	0	0	0
<b>Applications Withdrawn</b>				
	Conventional	3,623	4,682	535
	FHA	1,213	1,121	58
	VA	373	512	29
	FSA/RHS	0	1	0
<b>Files Closed for Incompleteness</b>				
	Conventional	700	1,903	181
	FHA	191	698	24
	VA	34	278	8
	FSA/RHS	1	0	0

Source: 2017 HMDA

A further examination of the 14,658 denials in 2017 in Broward County indicates that approximately 47 percent were for applicants seeking to refinance existing mortgages for owner-occupied, primary residences. The number one reason for denial of refinance applications was debt-to-income ratio (30 percent of refinance denials), followed by credit history and incomplete credit applications, both at 20 percent of all refinance denials). Lack of collateral represented 15 percent of all refinance denials. Typically, homeowners, seeking to refinance their existing home mortgage are able to use their home as collateral. When the denial reason given for a refinance

is a lack of collateral, this could indicate the home is worth less than the existing mortgage and, therefore, refinancing is not an option – these homes are commonly referred to as “under-water” or the borrowers are “upside-down” in their mortgage. Shown below, the percentage of refinance denials given for the reason of lack of collateral has declined significantly since the peak of the housing crisis, suggesting that the number of “under-water” homes in Broward County has declined since 2009.



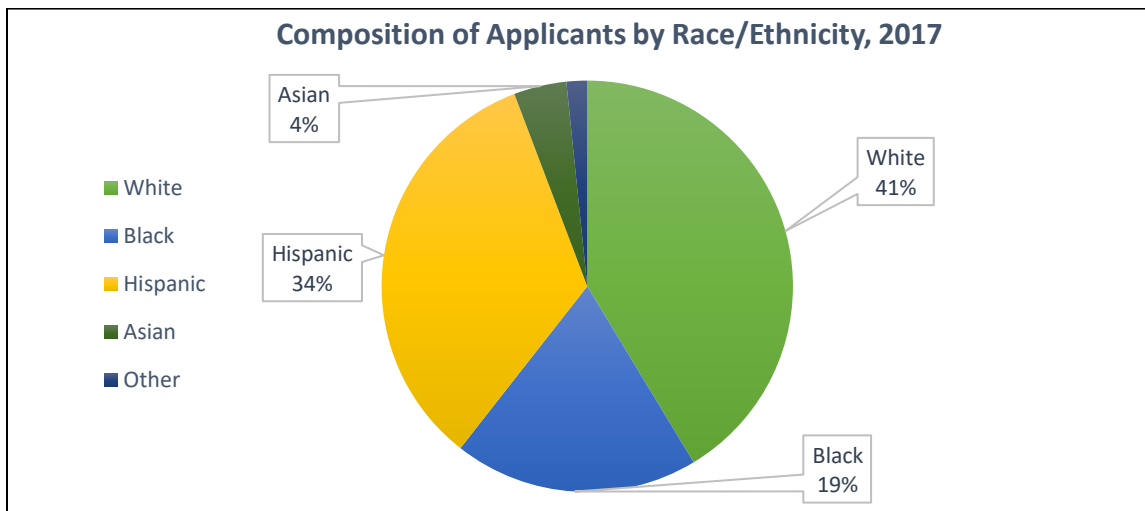
### Home Purchase Lending in Broward County

Of the 23,319 home purchase loans for single-family homes that were originated in 2017, approximately 69 percent of these originations were provided by conventional lenders, slightly higher than the national conventional home purchase share of 64 percent. The remaining 31 percent of home purchase loans in Broward County were provided by federally backed sources such as the Federal Housing Administration (FHA) and the Department of Veterans Affairs (VA). Nonconventional loans, including the FHA and VA lending programs, have relatively lower down-payment requirements in comparison to conventional lenders. The FHA and VA lenders had application/origination ratios of 45 percent and 48 percent, respectively. Conventional lenders, by contrast, originated home purchase loans at a higher 55 percent of all applications.

### Home Purchases by Type, 2017

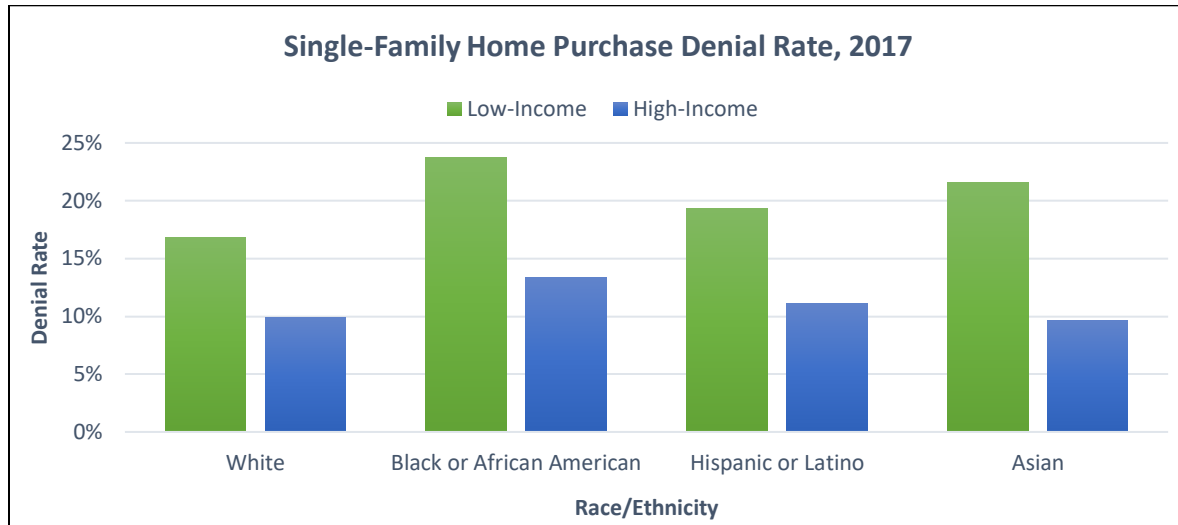
	<i>Originations</i>	<i>Share of Total</i>	<i>Approval Rate</i>
<b>Conventional</b>	16,085	69.0%	54.8%
<b>FHA</b>	6,022	25.8%	45.3%
<b>VA</b>	1,212	5.2%	48.7%
<b>Total</b>	<b>23,319</b>		

The share of applications and percentage of loan application denials for traditional home purchase loans in Broward County varies by race/ethnic groups. The largest applicant group in 2017 were non-Hispanic whites (41 percent) followed by Hispanics (34 percent). Blacks represented 19 percent of all home purchase applications while Asian applicants represented 4 percent. In 2017, whites and Asians were least likely to be denied for conventional single-family home purchases; both groups were denied at a rate of 12 percent. Hispanics were denied at a rate of 14 percent, while black applicants faced the highest conventional home purchase denial rate at 19 percent.



High-income whites and Asians (having greater than 120 of area median income) were the least likely to be denied for a single-family home purchase, at 10 percent. Low-income blacks (having less than 80 percent of area median income) were the group with the highest home purchase denial rate at 24 percent. Asian applicants had the highest disparity in income-based denial rate

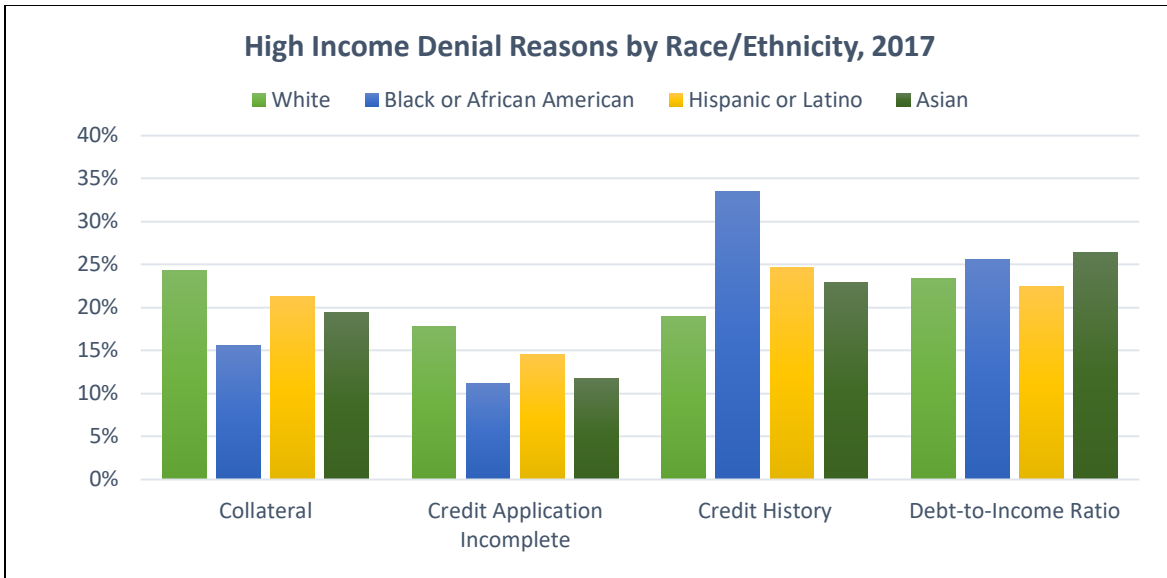
differences at 12 percent, while white applicants had the lowest difference at 7 percent.



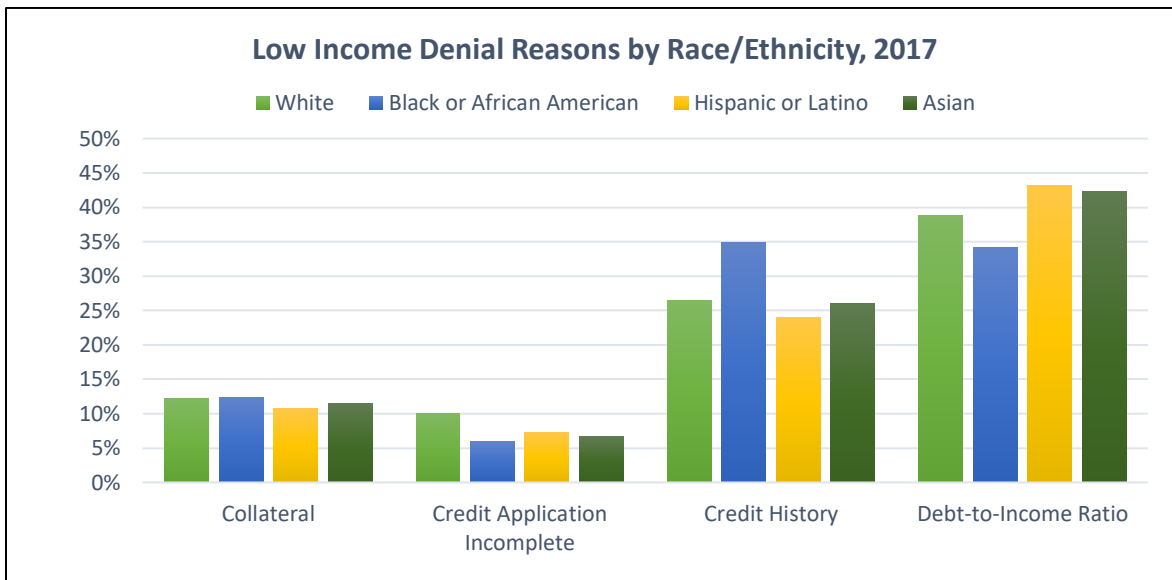
#### Application Denial Reasons by Income Group

The charts shown below compare denial reasons among white, black, Hispanic and Asian applicants in Broward County for 2017 by income group.

As of 2017, the leading denial reason for high-income white applicants was lack of collateral while the top reason for Asian applicants was debt-to-income ratio. For high-income black and Hispanic applicants, the top denial reason was credit history. In the case of high-income blacks, credit history denials represented approximately one third of total denials, the highest share for any denial reason across all groups.



For low-income denials, the top reason for all groups was debt-to-income ratio, with the exception of black applicants where credit history again had the highest share. All low-income groups were denied for debt-to-income ratio at a higher rate than their high-income counterparts. In the case of Hispanics, the difference relative to high-income applicants was nearly double. Additionally, low-income applicants in all groups were less likely to be denied due to lack of collateral and incomplete applications relative to high-income applicants.

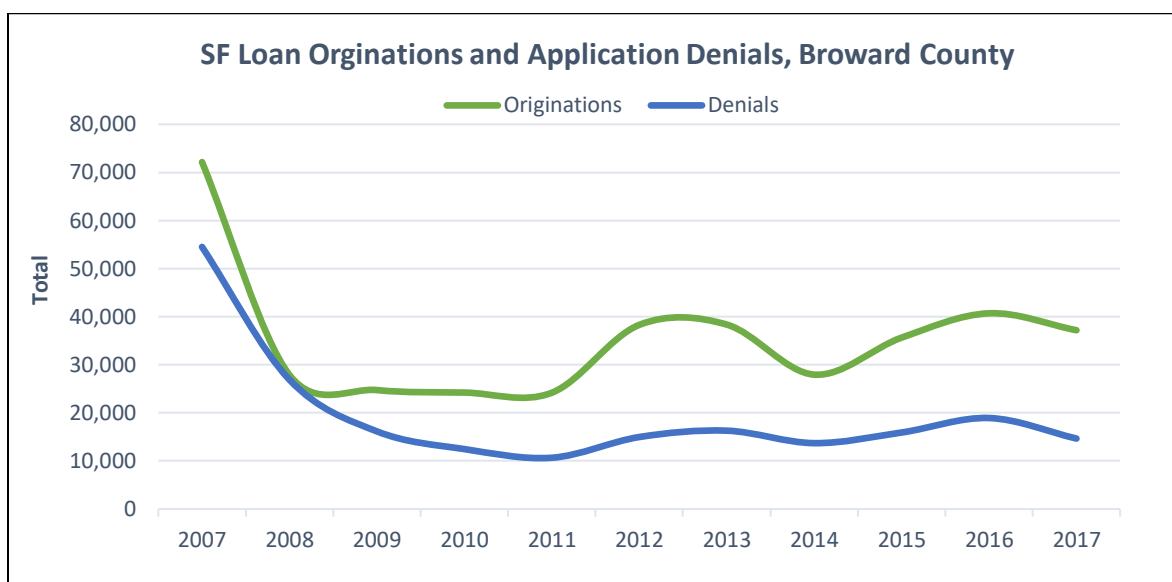


## Broward County's Single-Family Lending Market, 2007-2017

The following section will examine HMDA data over the time period 2007-2017, for Broward County.

Highlighted below, the number of single-family loan originations in Broward County followed a dynamic trajectory between 2007 and 2017. At the onset of the housing crisis, originations declined 61 percent between 2007 and 2008, followed by a stabilization to around 24,000 originations per year between 2009 and 2011. Subsequently, originations grew by 58 percent between 2011 and 2012. After a 27 percent decrease between 2013 and 2014, originations grew steadily to reach the highest total originations of all years examined at more than 40,000. Between 2016 and 2017, originations fell by 9 percent and as of 2017, total originations in Broward County were about 52 percent of the level prior to the housing crisis.

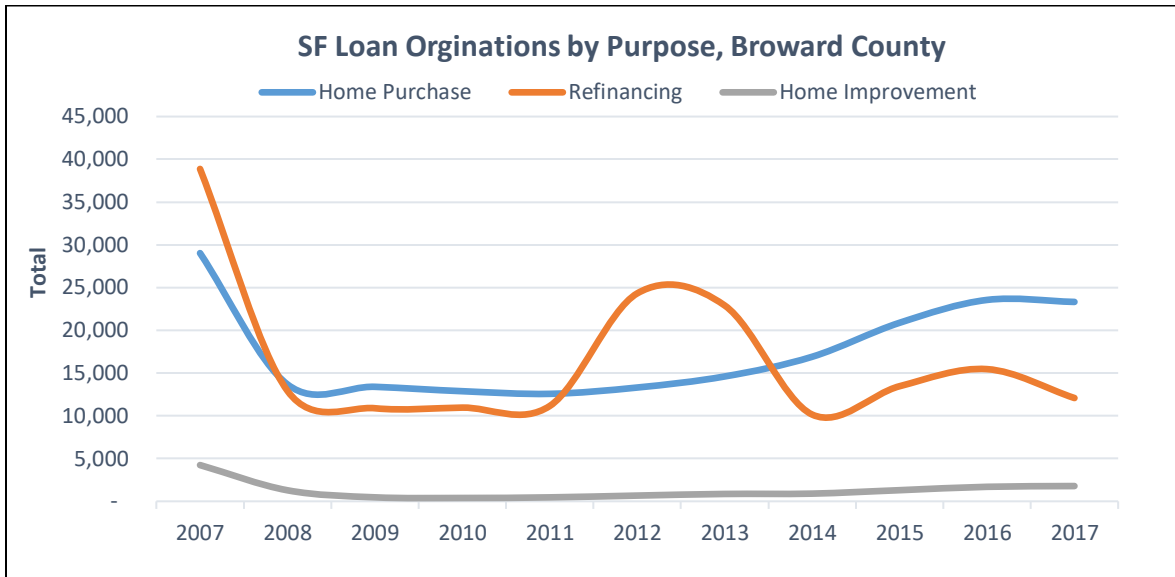
In contrast to originations, the number of application denials in Broward County demonstrated less extreme changes between 2007 and 2017. As of the most recent data year, denials are nearly three-quarters below the level experienced in 2007. Relatedly, the share of denials as a percentage of total originations and total denials has declined markedly since the housing bust, from 43 percent in 2007 to approximately 28 percent as of 2017.



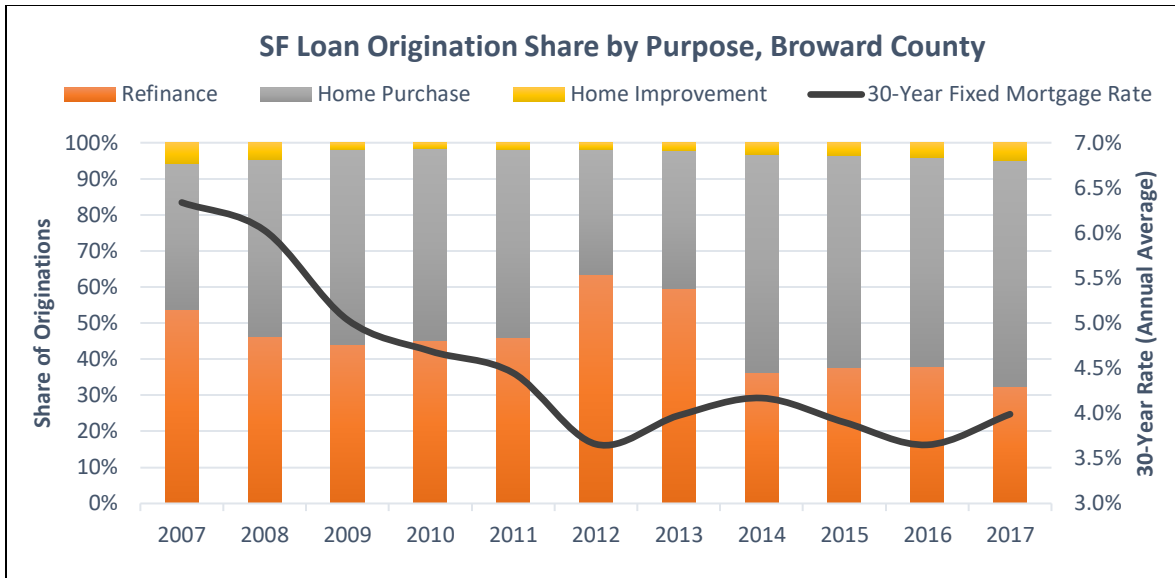
Shown below, much of the year-to-year fluctuations in total originations that occurred between 2007 and 2017 were the result of refinancing originations. Refinancing was the dominant loan purpose in 2007, though home purchase became the dominant loan purpose between 2008 and 2011. Refinance loans grew significantly between 2011 and 2012 as interest rates were broadly falling, discussed further below. Home purchases have been the top loan purchase since 2014



and as of 2017, home purchases and refinances comprised 63 and 33 percent of the county’s total originations, respectively. The growth of home purchase originations since 2011 (86 percent growth rate between 2011 and 2017) reflects a steady and recovering demand for housing in the county.



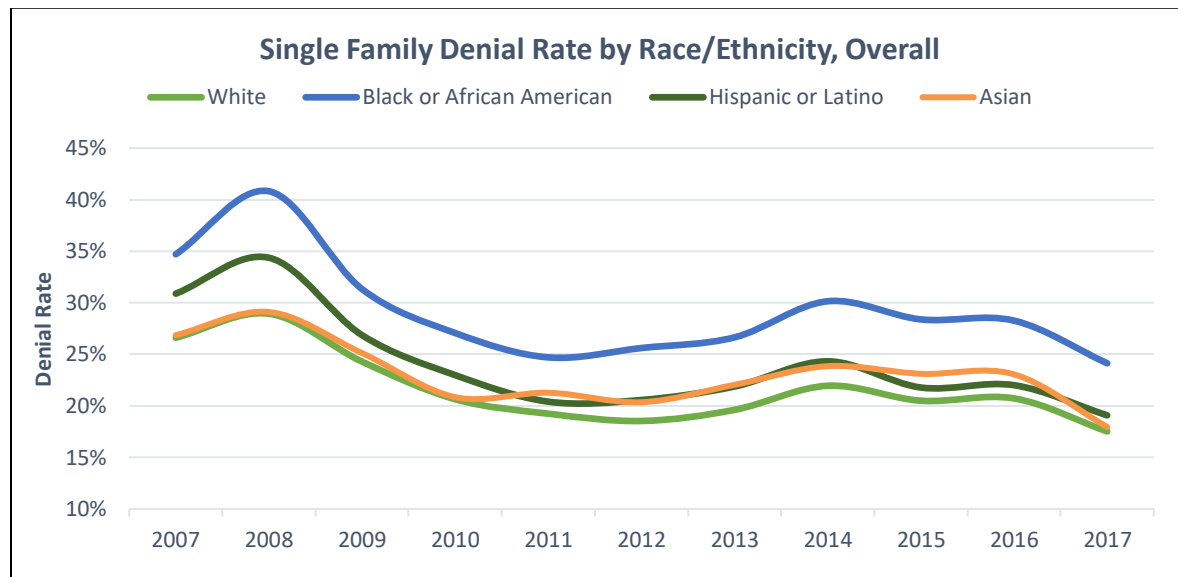
The share of refinance originations in Broward County appears to move generally with the 30-year fixed rate mortgage average, shown below. In 2012, for example, when the average 30-year fixed rate mortgage was at its lowest level of all the years examined, refinance originations reached the highest share in percentage terms of all data years analyzed and highest total of all years, excluding 2007. Similarly, when interest rates rose between 2012 and 2014, the share of refinance originations fell from 64 percent to 36 percent. The increase in the annual average of the 30-year fixed mortgage rate between 2016 and 2017 is consistent with Broward County’s 22 percent reduction in the number of refinance loan originations over the same time period.

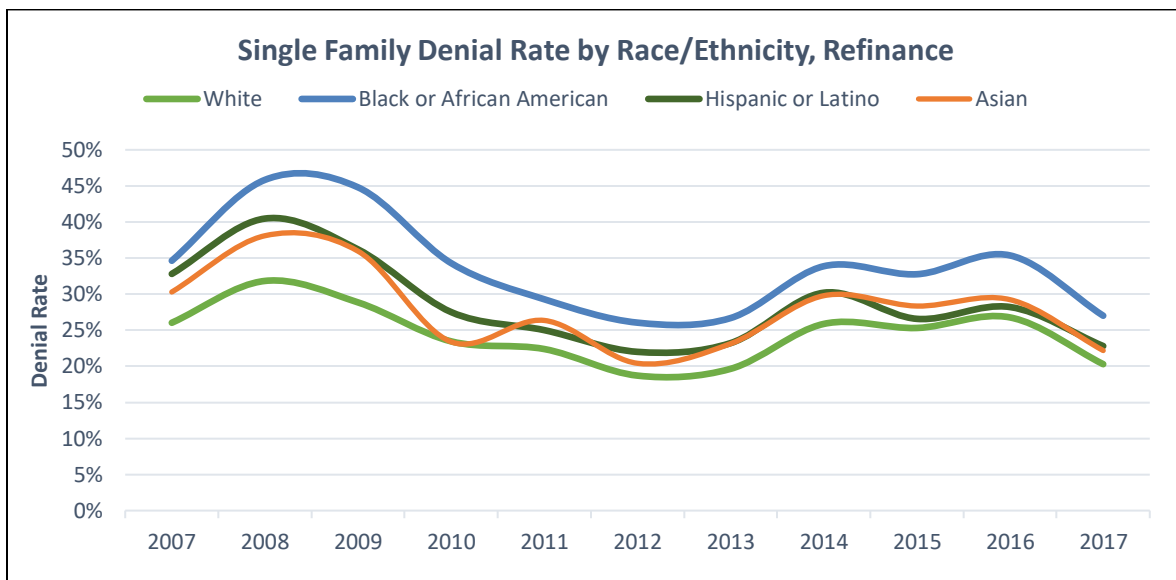
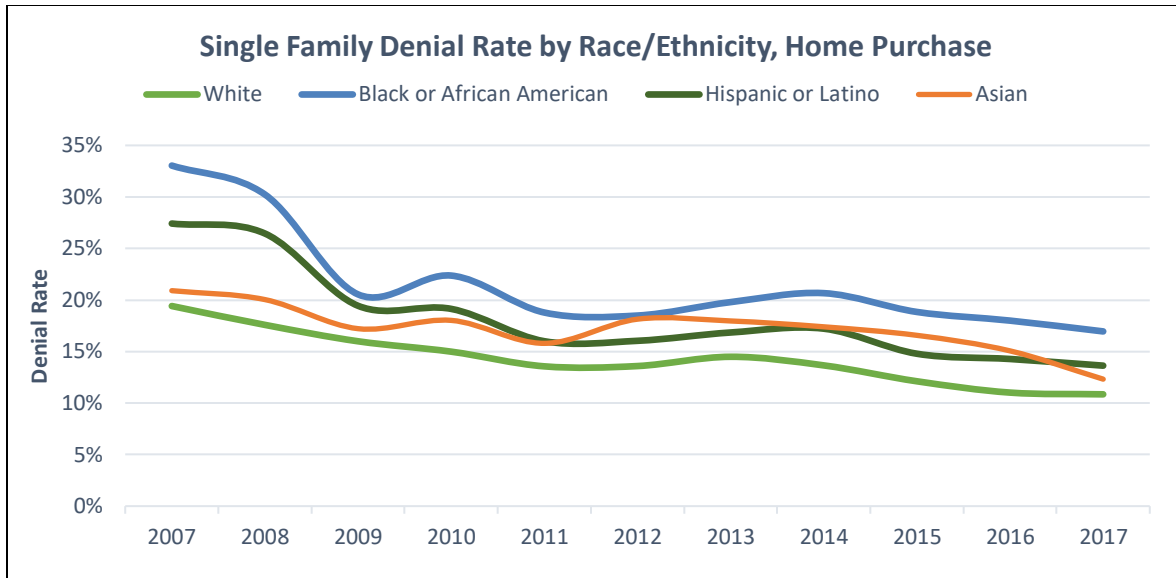


Source: HMDA, Federal Reserve Bank of St. Louis

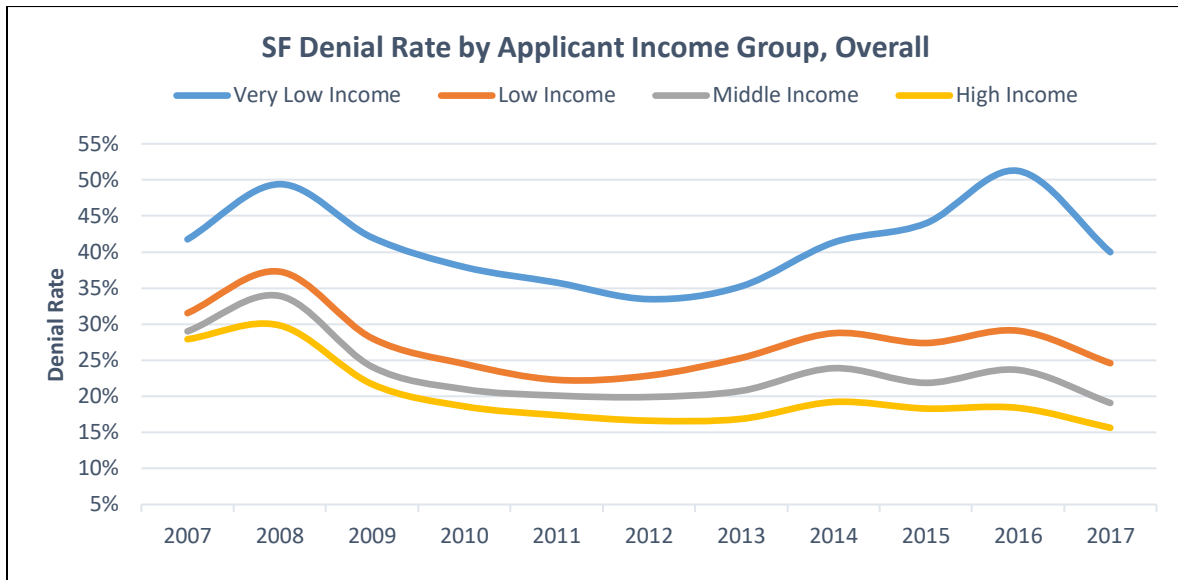
### Income, Race and Single-Family Loan Denials in Broward County

Denial rates for single-family loans in Broward County over time vary by race and ethnicity. The charts below show that between 2007 and 2017, white applicants were the least likely to be denied relative to all other groups. Additionally, black applicants were the most likely to be denied relative to other groups for all years analyzed. In addition to the overall denial rate, this pattern is evident in both home purchase and refinance loans.

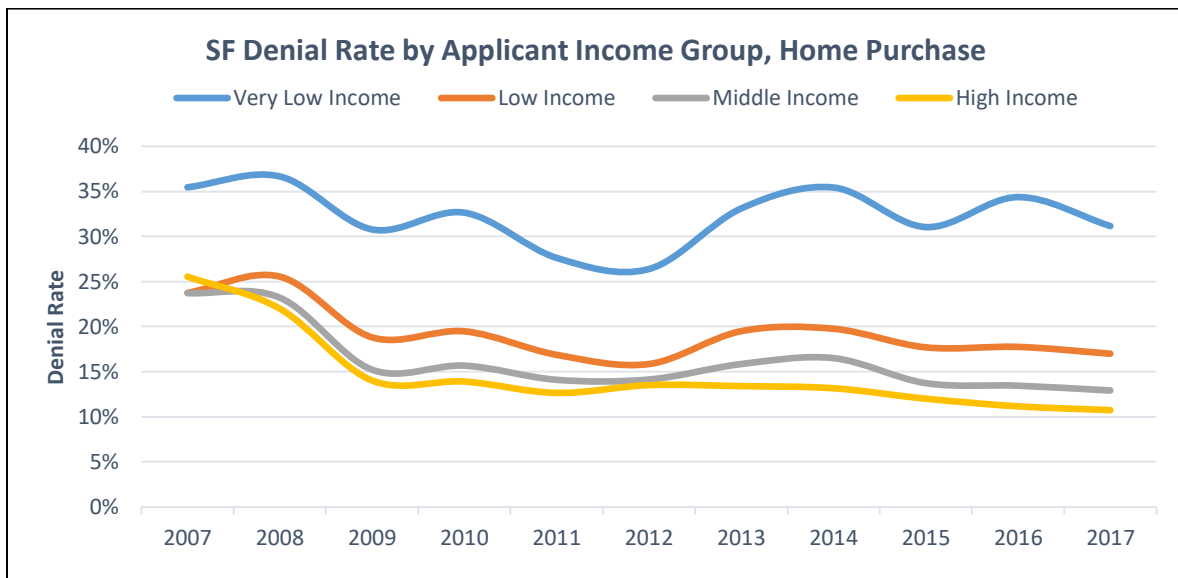


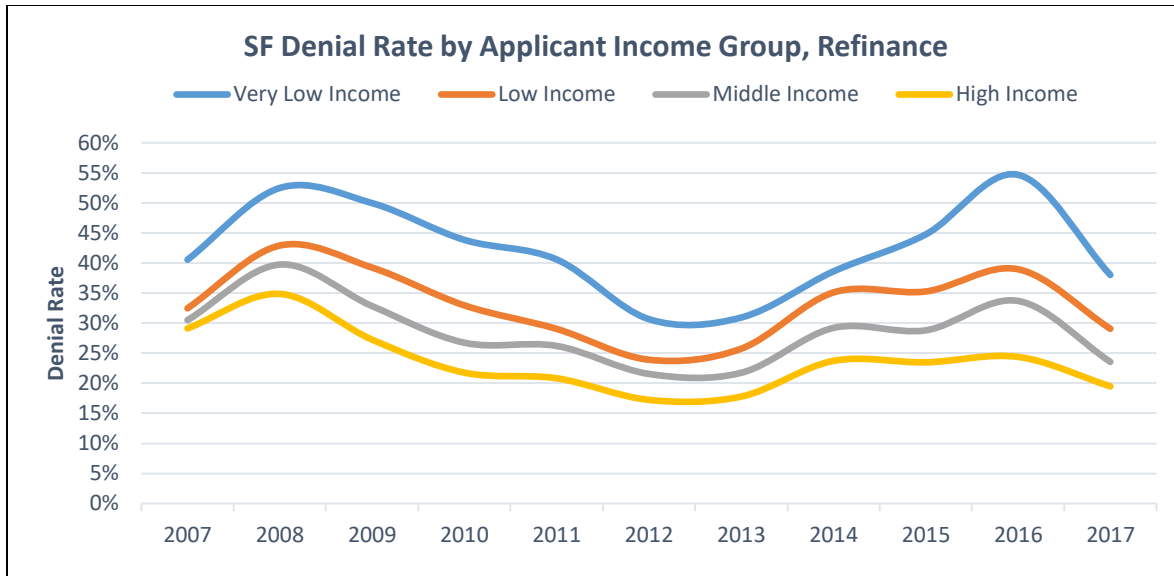


A view of single-family denial rates by applicant income group in Broward County, highlighted below, shows the expected outcome of higher-income groups experiencing lower denial rates than lower-income groups. However, very low-income applicants (50 percent or less of area median income) have remained well above other income groups, with generally increasing divergence since 2012, despite a decrease from 51 percent to 40 percent between 2016 and 2017. As of 2017, high income (greater than 120 percent of area median income) and middle income (80 to 120 percent of area median income) applicants are the lowest and second-lowest denied groups, respectively, with low income (between 50 percent and 80 percent of area median income) the third lowest.

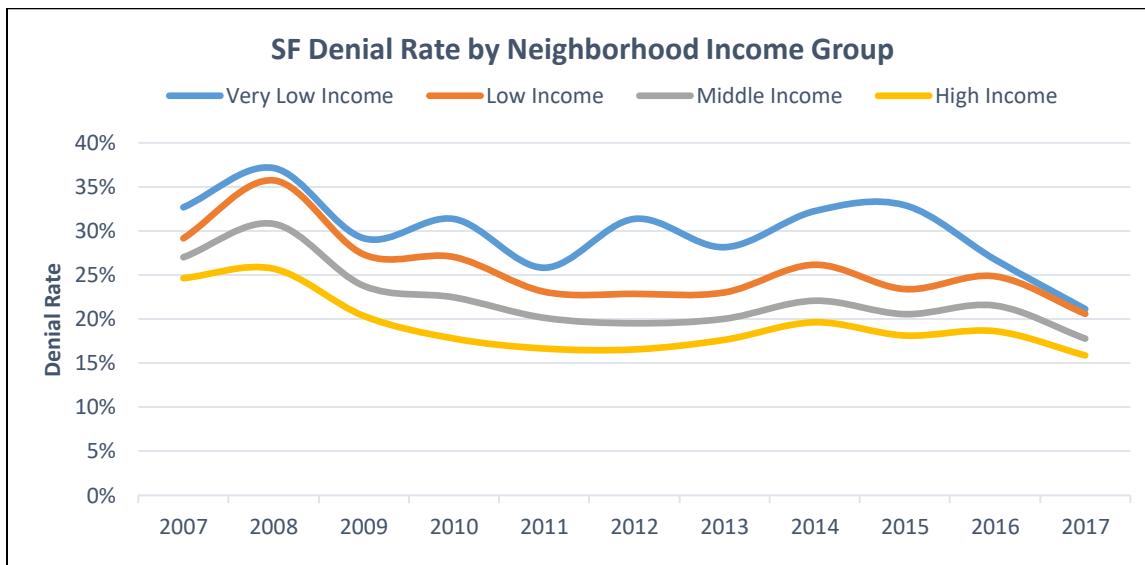


Similar to overall denial rates by income group, home purchase applications were denied at a much higher rate for very low-income applicants between 2007 and 2017. During this same period, low-, middle- and high-income applicants have remained closer to each other. As of the most recent data year, very low applicants were nearly 3 times as likely to be denied for a home purchase relative to high income applicants. For refinance loans, the disparity is approximately double.

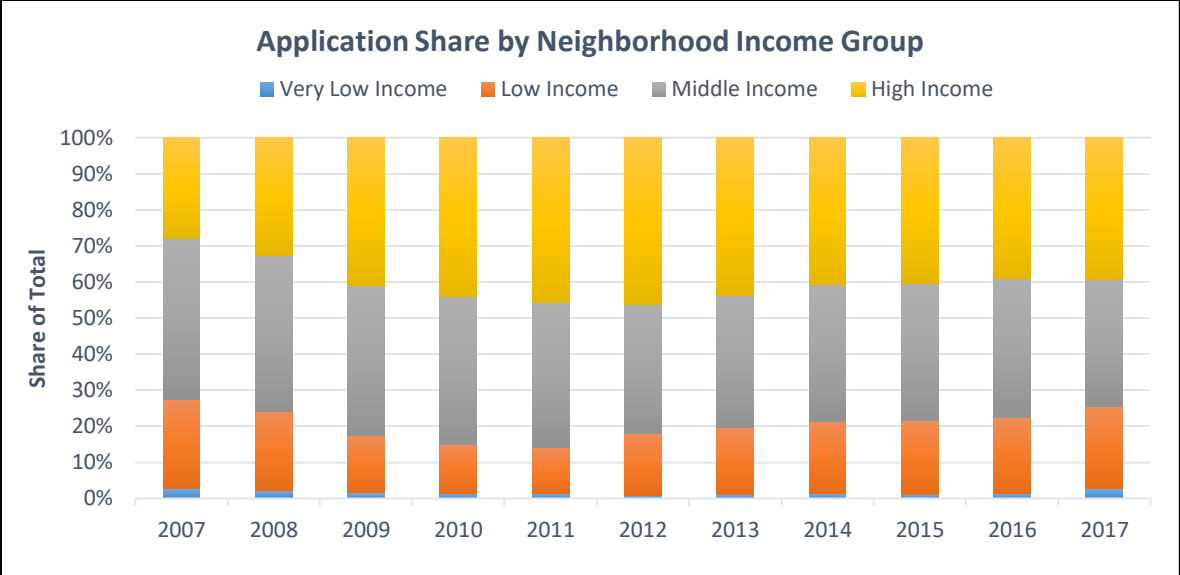




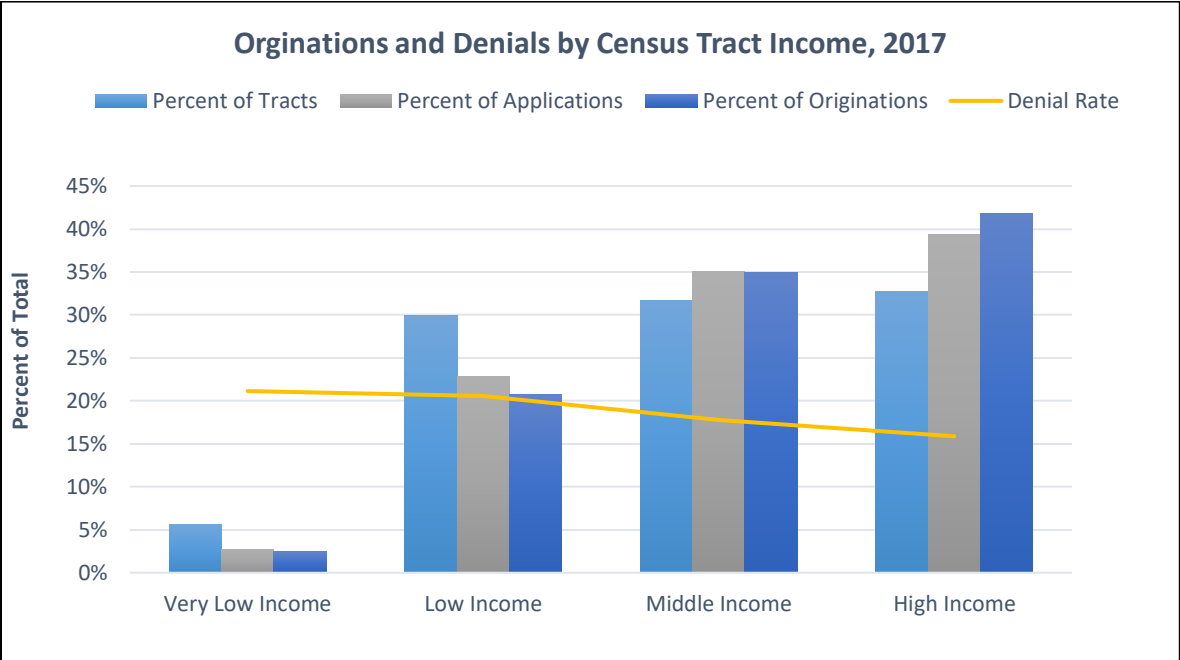
Denial rates by neighborhoods income group (defined as median income of property’s census tract) similarly shows higher income neighborhoods are less likely to be denied compared to lower-income neighborhoods.



As a percentage of total applications in Broward County, the distribution among neighborhoods by income group shows that for every year examined, middle and high-income neighborhoods represented the vast majority of applicants (75 percent as of 2017).



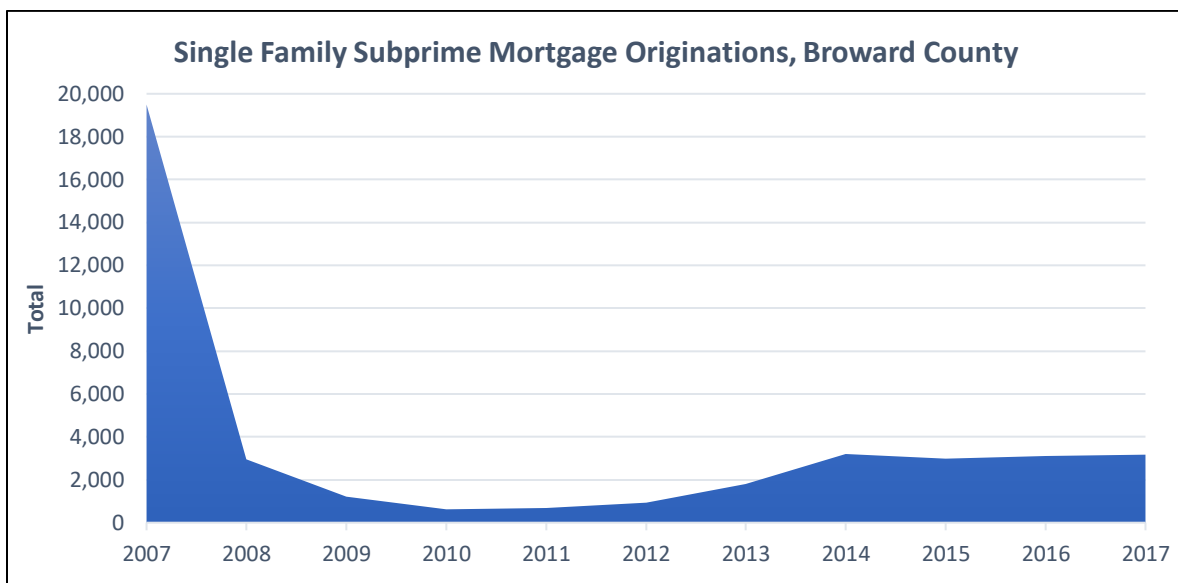
In Broward County, very low income and low-income neighborhoods represent 36 percent of the county’s total neighborhoods, although they are represented by approximately 23 percent of total originations and 26 percent of applications as of 2017, shown below. This suggests that low and very low neighborhoods in the county are less likely to participate in the single-family lending market relative to other neighborhoods. By contrast, loan applications and originations in Broward County are disproportionately likely to occur for properties in middle and particularly high-income neighborhoods.



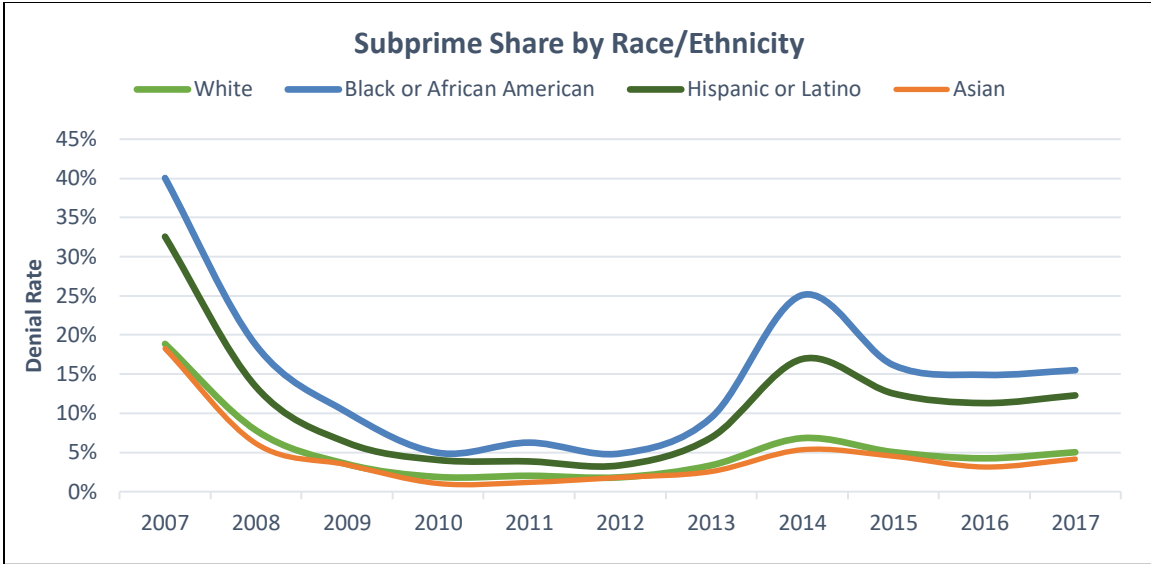


## The Subprime Market

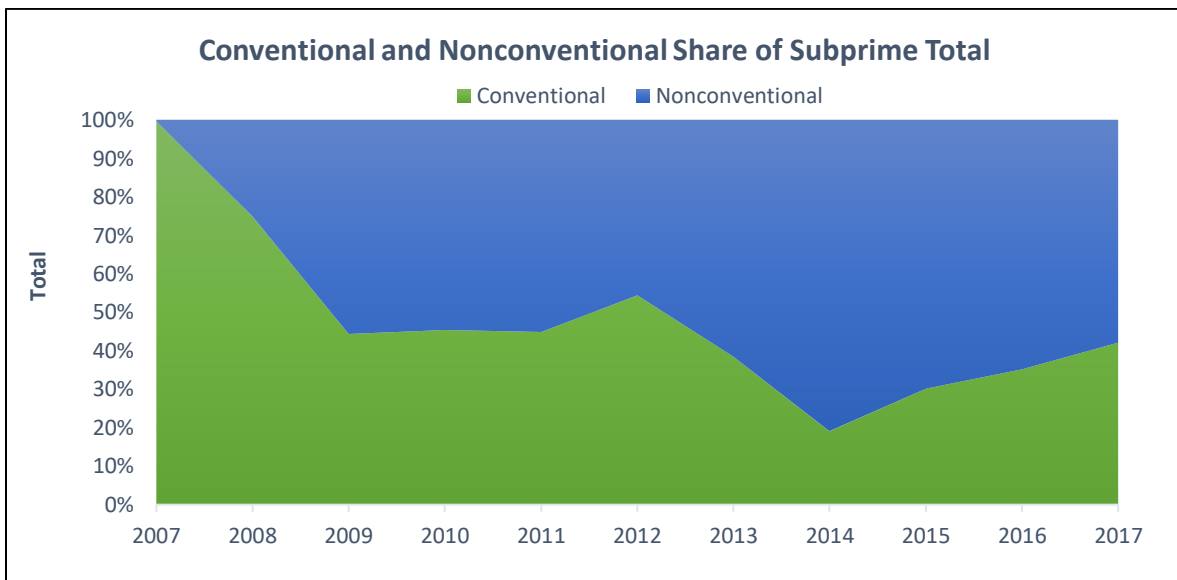
Illustrated below, the subprime mortgage market in Broward County declined significantly between 2007 and 2010, dropping by 97 percent. Though subprime originations more than quintupled between 2010 and 2017 to about 3,000 per year, this is still approximately 16 percent of the 2007 total of nearly 20,000. Subprime loans are defined as those with an annual percentage rate that exceeds the average prime offer rate by at least 1.5 percent. The total number of subprime loan originations decreased by approximately 84 percent on net between 2007 and 2017, while prime originations decreased by 35 percent during the same time period. As a percentage of Broward County's total, subprime originations declined from 27 percent in 2007 to 9 percent in 2017.



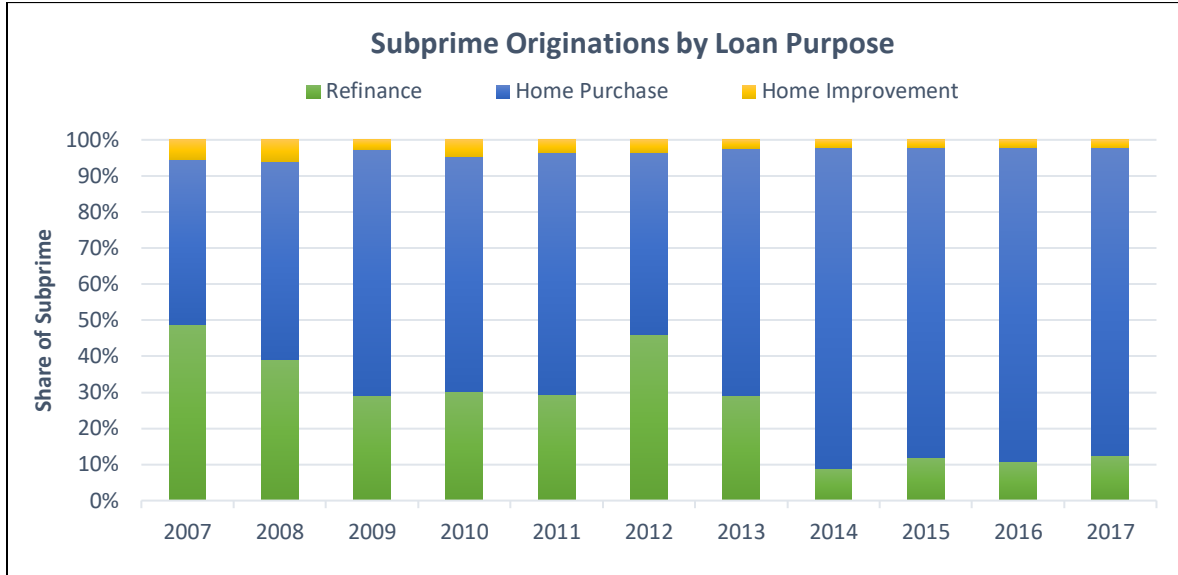
Subprime originations by race/ethnicity show that for every year examined, black loan recipients had the highest share compared to other groups. Asian loan recipients were the least likely to be subprime, followed closely by whites. As of 2017, black loan recipients were more than 3 times as likely to be subprime relative to white loan recipients.



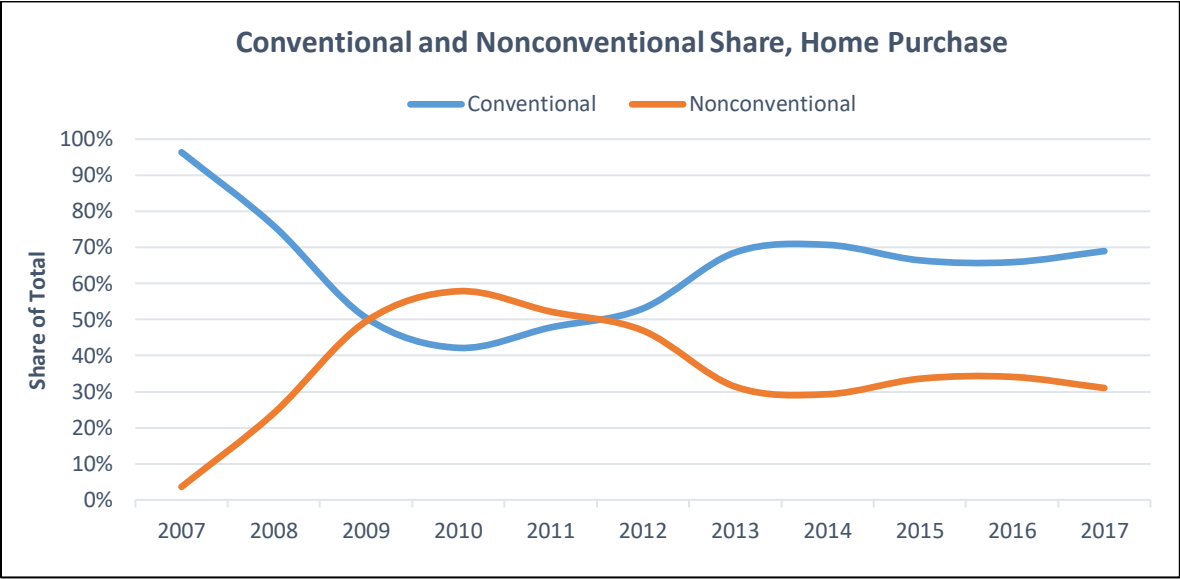
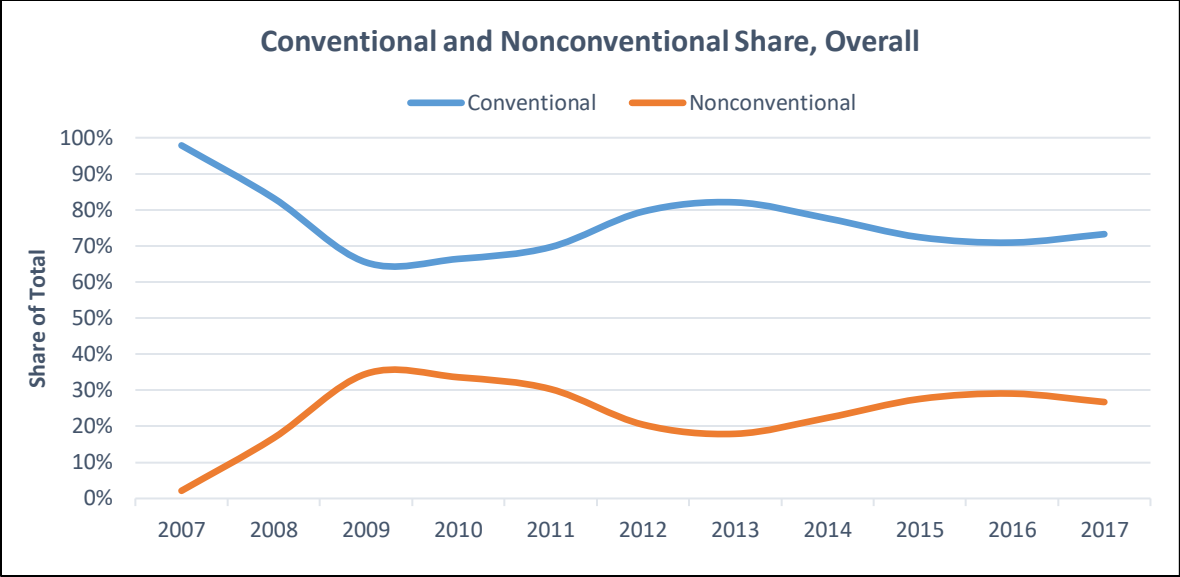
Consistent with broader national trends, the composition of subprime loans in Broward County has shifted from conventional loans to government-insured nonconventional loans in recent years. In 2007, nearly all (99.7 percent) of subprime loans in the county were originated by conventional lenders. As of 2017, that percentage was 42 percent, up from a low of 19 percent in 2014. Of the nonconventional subprime loans originated in Broward County, more than 99 percent were insured by the Federal Housing Administration. By contrast, the FHA’s share of nonconventional prime loans was 74 percent, while the remaining 26 percent were insured by the Department of Veterans Affairs.

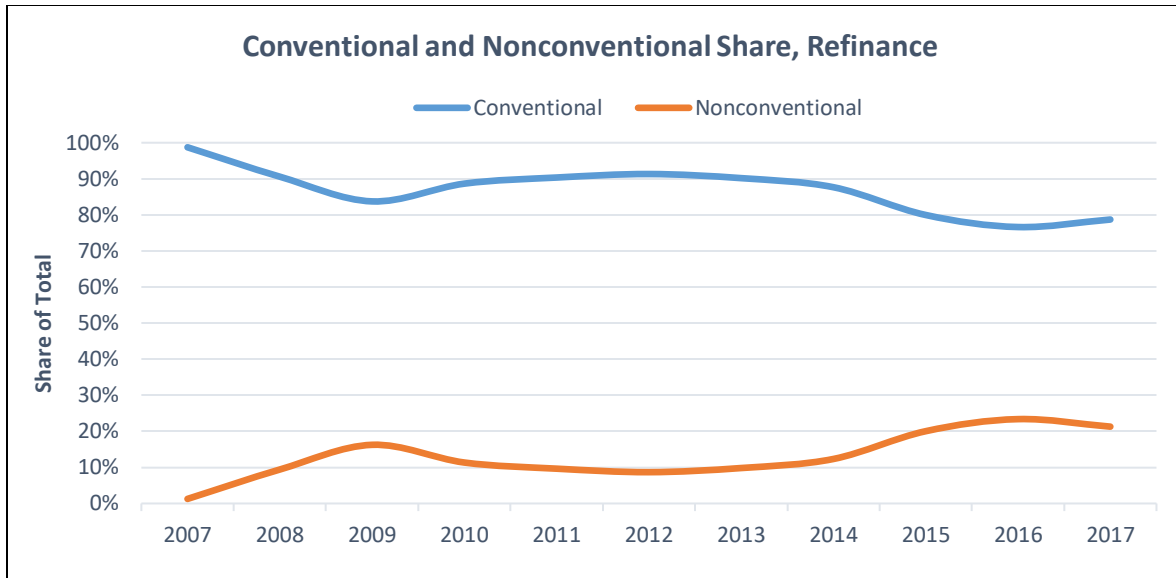


Subprime loans have been characterized by growth in home purchases in recent years, particularly from 2014 onward. As a percentage of all subprime loan originations in Broward County, home purchases represented 85 percent in 2017, up from its share of 31 percent in 2007.



Though 58 percent of all subprime loans in the county in 2017 were nonconventional, 73 percent of *total* single-family originations in 2017 were from conventional lenders. The highest share of nonconventional originations for any loan purpose was for home purchase loans in 2010 at 57 percent. In the last few years, the share of conventional lending in Broward County stabilized to the low 70 percent range.





### Private Lending Conclusion

Mortgage lending activity in Broward County is consistent with many of the broader trends nationally that have occurred in the wake of the housing crash, Great Recession and subsequent economic recovery.

Further, Broward County exhibits relatively strong mortgage market fundamentals. Home purchase originations nearly doubled between 2011 and 2017, suggesting signs of growing housing demand and a housing market recovery. Additionally, the share of refinance applications denied for lack of collateral, suggesting an “under-water” home, has declined substantially since the peak of the housing crisis.

The county has also been subject to cyclical trends that reflect broader economic conditions in recent years, including changes in mortgage rates that influence the prevalence of refinance originations and a subprime lending market that remains well below its peak prior to the housing bust, despite steady and significant growth since 2010. Government-insured mortgages have increased, consistent with tighter credit conditions and a more active regulatory environment in the wake of the housing crash.

Some trends, however, have continued despite business cycle fluctuations, such as higher denial rates for black and Hispanic applicants relative to white applicants, in addition to higher denial rates for lower income applicants and neighborhoods.

## Fair Housing Profile

### Federal Fair Housing Laws

Federal laws provide the backbone for U.S. fair housing regulations. A brief list of laws related to fair housing, as defined on the U.S. Department of Housing and Urban Development's (HUD's) website, is presented below:

*Fair Housing Act Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)*, as amended, prohibits discrimination in the sale, rental and financing of dwellings and in other housing related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and persons securing custody of children under the age of 18) and handicap (disability).

*Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendments Act.* In connection with prohibitions on discrimination against individuals with disabilities, the Act contains design and construction accessibility provisions for certain new multi-family dwellings developed for first occupancy on or after March 13, 1991.

*Title VI of the Civil Rights Act of 1964.* Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

*Section 504 of the Rehabilitation Act of 1973.* Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

*Section 109 of the Housing and Community Development Act of 1974.* Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

*Title II of the Americans with Disabilities Act of 1990.* Title II prohibits discrimination based on disability in programs, services and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals.

*Architectural Barriers Act of 1968.* The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 be accessible to and useable by handicapped persons.

*Age Discrimination Act of 1975.* The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

*Title IX of the Education Amendments Act of 1972.* Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

## Fair Housing Related Presidential Executive Orders

*Executive Order 11063.* Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

*Executive Order 11246.* Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

*Executive Order 12892.* Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

*Executive Order 12898.* Executive Order 12898 requires that each federal agency conduct its program, policies and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

*Executive Order 13166.* Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally assisted and federally conducted programs and activities.

*Executive Order 13217.* Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

## State and Local Fair Housing Laws

### Florida Fair Housing Act/Florida Commission on Human Relations

The Florida Fair Housing Act, passed by the Florida Legislature in 1983 and amended in 1989, echoes the Federal Fair Housing Act. The Florida Commission on Human Relations (FCHR) is a Fair Housing Assistance Program (FHAP) agency and enforces Florida's state fair housing law. The Florida Fair Housing Act has been certified as substantially equivalent to the federal law. Substantial equivalency certification takes place when a state or local agency applies for certification and the U.S. Department of Housing and Urban Development (HUD) determines that the agency enforces a law that provides substantive rights, procedures, remedies and judicial review provisions that are substantially equivalent to the federal Fair Housing Act.

HUD has a two-phase procedure for the determination of substantial equivalency certification. In the first phase, the assistant secretary for Fair Housing and Equal Opportunity determines whether, "on its face," the state or local law provides rights, procedures, remedies and judicial review provisions that are substantially equivalent to the federal Fair Housing Act. An affirmative conclusion that the state or local law is substantially equivalent on its face will result in HUD



offering the agency interim certification. Interim certification is for a term of three years. An agency must obtain interim certification prior to obtaining certification. In the second phase, the assistant secretary determines whether, "in operation," the state or local law provides rights, procedures, remedies and the availability of judicial review that are substantially equivalent to the federal Fair Housing Act. An affirmative conclusion that the state or local law is substantially equivalent both on its face and in operation will result in HUD offering the agency certification. Certification is for a term of five years. During the five years of certification, the agency's ability to maintain certification will be assessed. After the five years of certification, if the assistant secretary determines that the agency still qualifies for certification, HUD will renew the agency's certification for another five years.

Substantially equivalent agencies are eligible to participate in the Fair Housing Assistance Program (FHAP). FHAP permits HUD to use the services of substantially equivalent state and local agencies in the enforcement of fair housing laws and to reimburse these agencies for services that assist in carrying out the spirit and letter of the federal Fair Housing Act. While certification results in a shift in fair housing enforcement power from the federal government to the state or locality, the substantive and procedural strength of the federal Fair Housing Act is not compromised. Prior to certification, an agency must demonstrate to HUD that it enforces a law that is substantially equivalent to the federal Fair Housing Act.

When HUD receives a complaint and the complaint alleges violations of a state or local fair housing law administered by an interim certified or certified agency, HUD will generally refer the complaint to the agency for investigation, conciliation and enforcement activities. It is a benefit to all parties when fair housing professionals are based in the locality where a discrimination complaint occurs. Their familiarity with local housing stock affords greater efficiency in case processing.

#### [Broward County Human Rights Ordinance/Broward County Civil Rights Division](#)

Chapter 16½ of the Broward County Code of Ordinances addresses the purpose of securing freedom from discrimination because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression, in connection with employment, public accommodations and real estate transactions and to promote the interests, rights and privileges of individuals. The Broward County Ordinance has received certification from the U.S. Department of Housing and Urban Development (HUD) that the local law provides substantive rights, procedures, remedies and judicial review provisions are substantially equivalent to the federal Fair Housing Act. The Broward Ordinance does, however, include additional protected classes; political affiliation, pregnancy, sexual orientation and gender identity and expression.

The Broward County Civil Rights Division is responsible for the enforcement of the county's ordinance. The division investigates complaints of discrimination in employment, housing and public accommodations for individuals in Broward County that violate local and federal statutes. Individuals with a complaint of housing discrimination contact the Intake Section of the Division

as the first step to filing a complaint of discrimination and are provided with an intake questionnaire. An interview is conducted with the complaining party to determine whether or not the complaint is within the jurisdiction of the law to determine whether an investigation will be undertaken.

The Broward Civil Rights Division also provides free training and presentations to interested groups and companies on fair housing, managing discrimination in the workplace and other topics. This community service program fosters greater understanding of legal rights and responsibilities under the law with a goal of protecting the rights of Broward County residents and to prevent discrimination in Broward County.

## Private Organizations

### Housing Opportunities Project for Excellence, Inc. (HOPE Fair Housing Center)

HOPE is the only private, non-profit, full service, fair housing organization serving Miami-Dade and Broward counties currently engaged in comprehensive education/outreach and enforcement activities. The overall mission of HOPE is to fight housing discrimination in Miami-Dade and Broward counties and to promote equal housing opportunities throughout Florida. HOPE's mission is to play a major role in bringing housing discrimination to an end by empowering people through education, advocacy and the enforcement of federal, state and local fair housing laws. HOPE's Education and Outreach Initiative is designed to ensure that the general public and protected classes become knowledgeable concerning fair housing laws and the means available to seek redress for fair housing rights violations. It includes private housing industry provider education programs structured to furnish developers, real estate brokers, property managers, financial institutions and the media/advertising industry with the most current information necessary to fully comply with federal, state and local fair housing laws.

The agency's Private Enforcement Initiative involves testing and investigation of alleged fair housing violations in the South Florida area, the prevention and elimination of discriminatory housing practices and pursuing the enforcement of meritorious claims. The Housing Discrimination HELP LINE provides complaint intake, information and referral services, counseling services and assistance to South Florida residents seeking housing opportunities in the private housing market.

Fair Housing enforcement activities are necessary for the intake and investigation of individual housing discrimination complaints, as well as exposing patterns and practices of housing discrimination. HOPE fair housing specialists investigate complaints through testing, contact and evaluation of evidence. Trained testers visit local rental and sales offices (identified in either systemic or complaint-based evaluations) to obtain information regarding availability of housing, costs and amenities. The results of these tests are evaluated by trained staff to determine if persons of protected classes are receiving equal housing opportunities.

From Jan. 1, 2011 to Dec. 31, 2015, HOPE received 547 fair housing complaints regarding housing-

related service providers in Broward County. HOPE's volunteer testers gathered evidence necessary to substantiate allegations of discrimination. The agency enlists private law firms and legal practitioners to contribute their services on a pro-bono basis for litigation or settlement of housing discrimination cases.

## Fair Housing Complaints

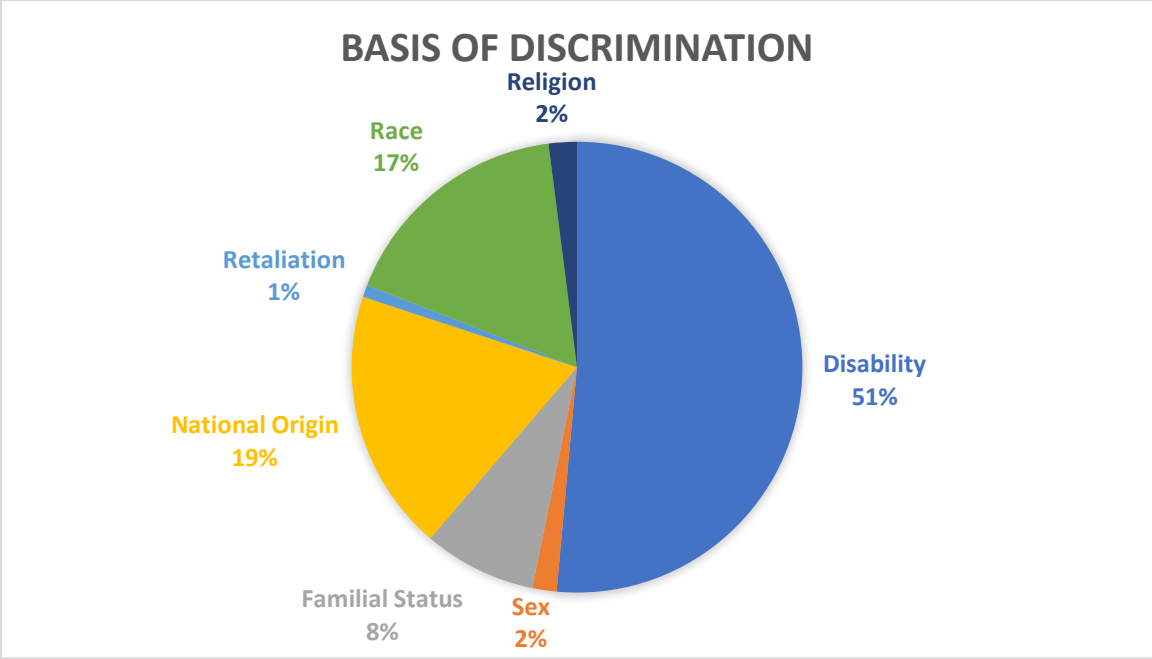
Fair housing complaints can be used as an indicator to identify heavily impacted areas and characteristics of households experiencing discrimination in housing. The Fair Housing Act lists seven prohibited bases for discrimination: race, color, national origin, religion, sex, disability and familial status. The Fair Housing Act makes it unlawful to coerce, threaten, intimidate or interfere with anyone exercising or aiding others in enjoying their fair housing rights.

The following analysis considers fair housing complaint data filed against respondents in Broward County with the U.S. Department of Housing and Urban Development (HUD) between 2015 and mid-2020. Using this data, the report identifies and analyzes the following:

- The absolute number of complaints filed with HUD in the county
- The basis of complaints filed
- The issues of complaints filed

There are several data limitations associated with conducting this type of analysis. Though not exhaustive, the list below summarizes the most important limitations of the datasets. The complaint process relies on people self-reporting. The data represent only those complaints that were filed; thus, there exists a likelihood of housing discrimination incidents that are under-reported.

A total of 349 fair housing complaints were filed with HUD between 2015 and April 2020. An overwhelming majority of the complaints were based on housing discrimination due to disability (51 percent). National origin (19 percent) and racial discrimination (17 percent) made up a significant portion of the bases as well. All complaints filed must allege a basis for discrimination.



Source: HUD

Table: Fair Housing Complaints to HUD 2015-April 2020

Violation City	Violation County	Filing Date	Complaint Bases
Sunrise	Broward	01/30/15	Race, Color, National Origin
Pembroke Pines	Broward	01/30/15	Race
Ft. Lauderdale	Broward	01/30/15	Disability, Retaliation
Pembroke Pines	Broward	02/12/15	Disability
Fort Lauderdale	Broward	02/19/15	National Origin, Religion
Fort Lauderdale	Broward	02/20/15	Disability
Tamarac	Broward	02/25/15	Disability
Deerfield Beach	Broward	03/17/15	National Origin, Familial Status
Ft. Lauderdale	Broward	03/17/15	Familial Status
Sunrise	Broward	03/18/15	Familial Status
Lauderhill	Broward	03/20/15	Familial Status
Hallandale	Broward	03/24/15	Disability
Fort Lauderdale	Broward	03/25/15	National Origin
Sunrise	Broward	04/10/15	Disability
Lauderhill	Broward	04/17/15	Disability
Davie	Broward	04/23/15	Race
Sunrise	Broward	04/28/15	Race, Familial Status
Lauderhill	Broward	05/05/15	Disability
Plantation	Broward	05/06/15	National Origin
Fort Lauderdale	Broward	05/08/15	Sex
Hallandale Beach	Broward	05/11/15	National Origin, Familial Status
Hallandale	Broward	05/11/15	National Origin, Familial Status
Hallandale Beach	Broward	05/13/15	National Origin, Familial Status
Hallandale Beach	Broward	05/13/15	Disability, Familial Status

Violation City	Violation County	Filing Date	Complaint Bases
Hollywood	Broward	05/13/15	
West Park	Broward	05/18/15	Race, Color, National Origin
Hollywood	Broward	05/19/15	Familial Status
Coral Springs	Broward	05/21/15	Race, Familial Status
Hollywood	Broward	05/26/15	Race, Sex
Fort Lauderdale	Broward	05/26/15	Familial Status
North Lauderdale	Broward	05/27/15	Race, Color, National Origin, Sex, Familial Status
Pompano Beach	Broward	05/27/15	Race, Familial Status
Light House Pointe	Broward	05/29/15	Disability
Davie	Broward	06/09/15	Disability
Plantation	Broward	06/09/15	National Origin
Pompano Beach	Broward	06/10/15	Disability
Fort Lauderdale	Broward	06/12/15	Race
Tamarac	Broward	06/24/15	Race, National Origin
Fort Lauderdale	Broward	07/14/15	
Coconut Creek	Broward	07/20/15	Disability
Coconut Creek	Broward	07/30/15	Familial Status
Pembroke Pines	Broward	08/03/15	Familial Status
Pompano Beach	Broward	08/05/15	Familial Status
Margate	Broward	08/07/15	Race
Lauderhill	Broward	08/07/15	Familial Status
Fort Lauderdale	Broward	08/07/15	Disability
Pompano Beach	Broward	08/07/15	Disability, Retaliation
Plantation	Broward	08/10/15	Disability
Fort Lauderdale	Broward	08/13/15	Familial Status
Fort Lauderdale	Broward	08/13/15	Familial Status
Pompano	Broward	08/14/15	Disability
Fort Lauderdale	Broward	08/17/15	Disability
Hollywood	Broward	08/19/15	Familial Status
Miramar	Broward	08/25/15	Race, National Origin
Hallandale	Broward	09/01/15	Race
Fort Lauderdale	Broward	09/28/15	Disability
Davie	Broward	09/29/15	National Origin
Deerfield Beach	Broward	10/07/15	Disability
Coral Springs	Broward	10/08/15	National Origin
Lauderhill	Broward	10/21/15	Disability
Pompano Beach	Broward	10/23/15	Disability
Deerfield Beach	Broward	10/26/15	Race, National Origin, Religion
Margate	Broward	10/29/15	National Origin
Sunrise	Broward	11/04/15	Disability
Coconut Creek	Broward	11/05/15	Race, National Origin
Tamarac	Broward	11/09/15	Disability
Davie	Broward	11/10/15	Race
Deerfield Beach	Broward	11/18/15	Familial Status

Violation City	Violation County	Filing Date	Complaint Bases
Hollywood	Broward	11/18/15	Disability
Coconut Creek	Broward	11/18/15	Race
Deerfield	Broward	11/25/15	Disability
Coral Springs	Broward	11/25/15	Race
Pembroke Pines	Broward	12/08/15	Race
Deerfield Beach	Broward	12/09/15	Disability
Hollandale	Broward	12/10/15	Race
Hallandale	Broward	12/10/15	Race
Lauder Hills	Broward	12/28/15	Disability
Hollywood	Broward	01/21/16	Race, Disability
Lauderdale Lakes	Broward	01/22/16	Disability
Coconut Creek	Broward	01/27/16	Race
Fort Lauderdale	Broward	01/27/16	Familial Status
Coral Springs	Broward	01/29/16	Disability
West Park	Broward	02/03/16	Race, Sex
Davie	Broward	02/03/16	Disability
Hollywood	Broward	02/03/16	Disability
Coral Springs	Broward	02/03/16	Race
Hallandale Beach	Broward	02/10/16	Familial Status
Cooper City	Broward	02/19/16	Religion, Familial Status
Wilton Manors	Broward	02/29/16	Disability
Hallandale Beach	Broward	03/01/16	Disability, Retaliation
Plantation	Broward	03/02/16	Race
Wilton Manors	Broward	03/04/16	Race
Lauderdale by the Sea	Broward	03/23/16	Disability
Fort Lauderdale	Broward	03/23/16	Race, Color, Familial Status, Retaliation
Coral Springs	Broward	03/23/16	National Origin
Cooper City	Broward	03/23/16	National Origin
Margate	Broward	03/28/16	Race, Color, National Origin
Lauderdale by the Sea	Broward	03/28/16	Disability
Weston	Broward	03/28/16	Disability
Hallandale	Broward	04/28/16	National Origin, Familial Status
Davie	Broward	04/28/16	Disability
Hollywood	Broward	04/29/16	Familial Status
Hollywood	Broward	04/29/16	National Origin, Disability
Fort Lauderdale	Broward	05/03/16	Disability
Sunrise	Broward	06/02/16	Disability
Tamarac	Broward	06/03/16	Disability
Deerfield Beach	Broward	06/28/16	National Origin
Pembroke Pines	Broward	06/29/16	National Origin
Davie	Broward	06/29/16	Color, National Origin
Fort Lauderdale	Broward	06/29/16	Race
Sunrise	Broward	07/11/16	Disability
Sunrise	Broward	08/03/16	Disability
Davie	Broward	08/09/16	National Origin

Violation City	Violation County	Filing Date	Complaint Bases
Fort Lauderdale	Broward	08/30/16	Disability
Ft. Lauderdale	Broward	09/07/16	Disability
Hollywood	Broward	09/09/16	National Origin
Parkland	Broward	09/12/16	National Origin, Religion
Coral Springs	Broward	09/12/16	Disability
Deerfield Beach	Broward	09/12/16	Disability
Pembroke Pines	Broward	09/12/16	Disability
Pembroke Pines	Broward	09/12/16	Race, National Origin
Plantation	Broward	09/21/16	Disability
Miramar	Broward	09/21/16	Disability
Pompano Beach	Broward	09/28/16	National Origin
Fort Lauderdale	Broward	10/14/16	Disability
Pompano Beach	Broward	10/27/16	Disability
Hollywood	Broward	11/03/16	Disability
Coral Springs	Broward	11/08/16	Race, National Origin, Familial Status
Fort Lauderdale	Broward	11/09/16	National Origin
Lauderhill	Broward	11/09/16	Disability
Cooper City	Broward	11/16/16	Retaliation
Margate	Broward	11/18/16	Race, National Origin
Fort Lauderdale	Broward	11/23/16	Disability
Deerfield Beach	Broward	12/07/16	Disability
Coconut Creek	Broward	12/07/16	Disability
Dania Beach	Broward	12/16/16	National Origin, Familial Status
Ft. Lauderdale	Broward	01/04/17	Disability
Hallandale Beach	Broward	01/04/17	Disability
Pompano Beach	Broward	01/04/17	Disability
Wilton Manors	Broward	01/23/17	Disability
Plantation	Broward	02/07/17	Sex
Tamarac	Broward	02/08/17	Disability
Davie	Broward	02/13/17	Race
Fort Lauderdale	Broward	02/23/17	Race
Lauderdale Lakes	Broward	02/23/17	Race, National Origin
Weston	Broward	02/23/17	Disability
Pompano Beach	Broward	02/24/17	Disability
Wilton Manors	Broward	03/15/17	Disability, Retaliation
Pompano Beach	Broward	03/21/17	National Origin
Pompano Beach	Broward	03/23/17	National Origin
Pompano Beach	Broward	03/29/17	National Origin
Pompano Beach	Broward	03/30/17	Disability
Pompano Beach	Broward	04/03/17	National Origin
Pompano Beach	Broward	04/06/17	Race, National Origin
Wilton Manors	Broward	04/06/17	Disability
Lauderhill	Broward	04/06/17	Disability, Familial Status, Retaliation
Hollywood	Broward	04/19/17	Race
Cooper City	Broward	04/20/17	Race



Violation City	Violation County	Filing Date	Complaint Bases
Fort Lauderdale	Broward	04/21/17	National Origin
Deerfield Beach	Broward	05/24/17	Disability
Pompano Beach	Broward	06/14/17	Disability
Fort Lauderdale	Broward	06/29/17	Sex
Plantation	Broward	07/07/17	Religion
Coral Springs	Broward	07/25/17	Disability
North Lauderdale	Broward	07/28/17	National Origin, Disability
Lauderdale By The Sea, FL	Broward	07/31/17	Disability
Lauderhill	Broward	08/01/17	Disability
Dania Beach	Broward	08/01/17	Race
Fort Lauderdale	Broward	08/10/17	Disability
Tamarac	Broward	08/15/17	Race, National Origin
Pompano Beach	Broward	08/23/17	Disability
Tamarac	Broward	08/23/17	Race
Fort Lauderdale	Broward	09/06/17	Disability
Fort Lauderdale	Broward	09/29/17	National Origin
Weston	Broward	10/02/17	Disability
Hollywood	Broward	10/03/17	Disability
Pompano Beach	Broward	10/03/17	Disability
Margate	Broward	10/06/17	Disability
Pompano Beach	Broward	10/10/17	Disability
Fort Lauderdale	Broward	10/10/17	Disability
Fort Lauderdale	Broward	10/13/17	Disability
Dania Beach	Broward	10/16/17	Race, National Origin, Disability
Sunrise	Broward	11/14/17	Familial Status
Tamarac	Broward	11/16/17	Race
Dania Beach	Broward	11/16/17	Disability
Hallandale Beach	Broward	11/16/17	Disability
Tamarac	Broward	11/28/17	Disability
Fort Lauderdale	Broward	12/06/17	Disability
Fort Lauderdale	Broward	12/06/17	Race
Tamarac	Broward	12/18/17	Disability
Pompano Beach	Broward	12/18/17	National Origin
Pembroke Park	Broward	12/18/17	Disability
Fort Lauderdale	Broward	12/18/17	Disability
Dania Beach	Broward	12/18/17	National Origin
Sunrise	Broward	12/18/17	Race, Familial Status
Lauderhill	Broward	12/20/17	Disability
Lauderhill	Broward	12/20/17	Disability
Pompano Beach	Broward	12/20/17	Disability
Plantation	Broward	01/29/18	Disability, Familial Status
Hallandale Beach	Broward	01/31/18	National Origin
Tamarac	Broward	02/13/18	Race
Hollywood	Broward	02/13/18	Familial Status

Violation City	Violation County	Filing Date	Complaint Bases
Fort Lauderdale	Broward	02/14/18	Disability
Tamarac	Broward	03/19/18	Disability
Davie	Broward	03/23/18	National Origin, Disability
Hollywood	Broward	03/28/18	National Origin
Margate	Broward	04/09/18	Disability
Fort Lauderdale	Broward	04/10/18	Sex, Familial Status
Hollywood	Broward	04/10/18	National Origin
Lauderhill	Broward	04/10/18	Disability
Fort Lauderdale	Broward	04/11/18	Disability
Miramar	Broward	04/11/18	Race
Pompano Beach	Broward	04/19/18	Disability
Plantation	Broward	05/21/18	Disability
Hollywood	Broward	06/15/18	Disability
Lauderhill	Broward	06/19/18	Disability
Coral Springs	Broward	06/22/18	Disability
Deerfield Beach	Broward	06/25/18	Disability
Coconut Creek	Broward	06/25/18	Race
Hollywood	Broward	06/25/18	Race, National Origin
Tamarac	Broward	06/25/18	National Origin, Religion
Davie	Broward	07/18/18	Disability
Pompano Beach	Broward	08/01/18	Disability
Lauderhill	Broward	08/03/18	Race
Margate	Broward	08/03/18	Race, Disability
Deerfield Beach	Broward	08/08/18	Disability
Coconut Creek	Broward	08/14/18	Disability
Pembroke Pines	Broward	08/23/18	Disability
Plantation	Broward	08/23/18	Disability
Davie	Broward	08/24/18	Disability
Deerfield Beach	Broward	09/07/18	Disability
Fort Lauderdale	Broward	09/19/18	Disability
Pompano Beach	Broward	10/04/18	Disability
Miramar	Broward	10/04/18	Disability
Miramar	Broward	10/05/18	Race
Lauderhill	Broward	10/05/18	Race
Coral Springs	Broward	10/19/18	Race
Tamarac	Broward	10/19/18	Disability
Hollywood	Broward	10/19/18	Race
Oakland Park	Broward	11/01/18	Disability
Lauderdale Lakes	Broward	11/20/18	Disability
Hollywood	Broward	11/20/18	Disability
Pompano Beach	Broward	11/23/18	Race
Pembroke Pines	Broward	11/23/18	Familial Status
Fort Lauderdale	Broward	11/23/18	Disability
Lauderdale Lakes	Broward	11/23/18	Disability
Sunrise	Broward	11/28/18	Race, Retaliation

Violation City	Violation County	Filing Date	Complaint Bases
Deerfield Beach	Broward	12/06/18	National Origin
Deerfield Beach	Broward	12/06/18	Disability
Coral Springs	Broward	12/06/18	Disability
Fort Lauderdale	Broward	12/06/18	Race
Pompano Beach	Broward	12/07/18	Race
Pompano Beach	Broward	12/28/18	Disability
Fort Lauderdale	Broward	01/28/19	Disability
Fort Lauderdale	Broward	01/28/19	Disability, Retaliation
Plantation	Broward	01/28/19	Familial Status
North Lauderdale	Broward	01/28/19	Disability
Deerfield Beach	Broward	01/28/19	Race
Hollywood	Broward	01/28/19	National Origin
Hollywood	Broward	01/28/19	National Origin
Coconut Creek	Broward	01/31/19	Disability
Coral Springs	Broward	02/05/19	National Origin, Familial Status
Pompano Beach	Broward	02/08/19	Disability
Coral Springs	Broward	02/20/19	Disability
Pompano Beach	Broward	02/22/19	Disability
Fort Lauderdale	Broward	02/26/19	Familial Status
Pembroke Pines	Broward	02/28/19	Race
Wilton Manors	Broward	02/28/19	Disability
Coral Springs	Broward	02/28/19	Race
Oakland Park	Broward	02/28/19	Race, National Origin, Familial Status
Margate	Broward	04/01/19	Retaliation
Hollywood	Broward	04/10/19	Disability
Sunrise	Broward	04/11/19	Disability
Plantation	Broward	04/11/19	Disability
Wilton Manors	Broward	04/11/19	Race
Lauderhill	Broward	04/11/19	Disability
Coral Springs	Broward	04/19/19	Disability
Fort Lauderdale	Broward	05/16/19	Sex
Fort Lauderdale	Broward	05/16/19	National Origin, Religion
Hollywood	Broward	06/05/19	Disability
Fort Lauderdale	Broward	06/10/19	Race, Disability
Hallandale Beach	Broward	06/12/19	Race, National Origin
Pompano Beach	Broward	06/20/19	Disability, Familial Status
Margate	Broward	06/20/19	Disability
Lauderhill	Broward	07/10/19	National Origin
Coconut Creek	Broward	07/17/19	Race
Margate	Broward	07/17/19	Disability
Lauderhill	Broward	07/17/19	Race, Retaliation
Miramar	Broward	08/08/19	Race, National Origin
Tamarac	Broward	08/08/19	National Origin
Fort Lauderdale	Broward	08/08/19	Disability
Davie	Broward	08/08/19	Disability

Violation City	Violation County	Filing Date	Complaint Bases
Fort Lauderdale	Broward	08/21/19	Sex, Disability, Retaliation
Fort Lauderdale	Broward	08/21/19	Disability
Pompano Beach	Broward	08/23/19	Disability
Margate	Broward	08/23/19	Disability
Dania	Broward	08/29/19	Disability
Hollywood	Broward	08/29/19	National Origin
Weston	Broward	08/29/19	Disability
Miramar	Broward	09/05/19	Race
Margate	Broward	09/05/19	National Origin
Deerfield Beach	Broward	10/08/19	National Origin
Dania	Broward	10/15/19	Race, National Origin
Tamarac	Broward	10/17/19	Disability
Deerfield Beach	Broward	10/17/19	Familial Status
Hallandale Beach	Broward	10/17/19	Disability
Davie	Broward	10/21/19	National Origin
Sunrise	Broward	10/22/19	National Origin, Disability
Hallandale Beach	Broward	11/21/19	National Origin
Lighthouse Point	Broward	11/21/19	Disability
Deerfield Beach	Broward	11/25/19	Familial Status
Lauderhill	Broward	11/30/19	Race
West Park	Broward	12/13/19	Disability
Tamarac	Broward	12/13/19	Disability
Tamarac	Broward	12/13/19	Disability
Lauderhill	Broward	12/27/19	National Origin
Fort Lauderdale	Broward	01/15/20	Race, Sex, Disability
Sunrise	Broward	01/17/20	Race, Retaliation
Deerfield Beach	Broward	01/17/20	Disability
Hallandale Beach	Broward	01/17/20	Disability, Retaliation
Fort Lauderdale	Broward	01/17/20	Disability
Miramar	Broward	01/23/20	Familial Status
Tamarac	Broward	02/04/20	Disability
Fort Lauderdale	Broward	02/07/20	Retaliation
Lauderdale Lakes	Broward	02/07/20	Race, National Origin
Fort Lauderdale	Broward	02/07/20	Disability
Fort Lauderdale	Broward	02/07/20	Disability
Fort Lauderdale	Broward	02/07/20	Religion, Disability
Pompano Beach	Broward	02/07/20	Disability
Tamarac	Broward	02/27/20	Familial Status
Sunrise	Broward	03/06/20	Disability
Lauderdale Lakes	Broward	03/12/20	Disability
Lauderhill	Broward	03/19/20	Race
Fort Lauderdale	Broward	03/19/20	Disability
Fort Lauderdale	Broward	03/19/20	Disability
Deerfield	Broward	03/25/20	Disability
Hillsboro Beach	Broward	03/26/20	Disability

<b>Violation City</b>	<b>Violation County</b>	<b>Filing Date</b>	<b>Complaint Bases</b>
Oakland Park	Broward	03/30/20	Disability
Miramar	Broward	03/30/20	Familial Status
Fort Lauderdale	Broward	04/02/20	Disability
Sunrise	Broward	04/02/20	National Origin
Fort Lauderdale	Broward	04/02/20	Disability
Deerfield Beach	Broward	04/07/20	Disability
Lauderhill	Broward	04/08/20	Race
Lauderdale Lakes	Broward	04/14/20	Race, Disability, Retaliation
Hollywood	Broward	04/15/20	Disability
Tamarac	Broward	04/16/20	Familial Status
Hollywood	Broward	04/16/20	Disability
Hallandale Beach	Broward	04/20/20	Familial Status

Source: HUD

## Review of Previous Impediments

### Current Analysis of Impediments to Fair Housing Choice

1. Lack of Knowledge of Fair Housing Protections and Redress under Fair Housing Laws
2. Although overall levels of segregation have steadily decreased since 1980, the housing market continues to be segregated at a high level.
3. Limited funding availability to meet the growing need for affordable housing opportunities
4. Violations of federal, state and local fair housing laws in the jurisdiction, with a significant increase in discrimination against persons with disabilities
5. Fair and Equal Lending Disparities

### Recommended Guidance to Address Prior Barriers

The Affordable Housing Advisory Committee (AHAC) provided several recommendations to the Board of County Commission in 2017 to help eliminate some of the barriers to affordable housing. These recommendations have served as direct guidance on the county's established and improving housing policy and use of federally funded programs. The recommendations are as follows:

- Standardize terms of SHIP Mortgages/Notes.
- Create a dedicated revenue source to be deposited into a dedicated affordable housing trust fund under the administration of the county.
- Preserve tax exemptions for affordable housing, e.g., tax-exempt multifamily housing bond programs.
- Establish a Community Land Trust Initiative [CLT] strategy in the Local Housing Assistance Plan.
- Advocate for a more appropriate and larger receipt of funds to be returned to the Broward County Affordable Housing Trust Fund based on the needs of the county and initiated by the Broward County Board of County Commissioners.
- Repurpose vacant buildings for affordable housing; sell land
- Approval by the Broward County Board of County Commissioners revenue of additional revenue sources, such as expiring community redevelopment agencies' tax increment financing [TIF] funds. These revenues to be placed in the Broward County Affordable Housing Trust Fund Account to be used strictly for the development of affordable housing units and to sustain existing affordable housing units in Broward County.

- Mandate legislative action to prohibit the raiding of the Sadowski Housing Trust Fund to allow funding as in the original intent of the Fair Housing Act.
- Support changes to the Florida Housing Finance Corporation rules governing the Low-Income Housing Tax Credit Program to increase Broward County's potential tax credit allocations in the Annual Action Plan 2018 OMB Control No: 2506-0117 (exp. 06/30/2018) 51 State issued Request for Application.
- Increase the Landlord Registration and Rental Property Inspections Program fee from \$75 to \$150 [this brings it in line with similar fees charged by municipalities throughout Broward County].
- Improve the Bonus Density Program in the Broward County Land Use Plan to increase its effectiveness and generate additional affordable housing units.
- Support the modification of Broward County Charter to reduce timeframes for processing small-scale Broward County Land Use Plan map amendments to facilitate affordable housing.
- Encourage Broward County municipalities to expedite affordable housing projects through their land development regulations, to further affordable housing. This could occur through zoning, bonus densities, more flexible units, further parking reductions, impact fee waivers and expediting permit review)



## Fair Housing Related Impediments and Recommendations

This Analysis of Impediments to Fair Housing Choice is an examination of barriers to fair housing choice. It outlines specific actions to address these barriers in Broward County and the cities that are part of the HOME Consortium along with the cities of Tamarac, Coral Springs, Margate, Deerfield Beach, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek. The impediments to fair housing choice are presented in three categories:

- Fair Housing-Related Impediments
- Affordable Housing-Related Impediments
- Fair Housing Action Plan

### Fair Housing-Related Impediments

#### **Impediment 1: Displacement of Minorities Due to Gentrification**

In Broward County, 44 census tracts were found to have experienced minority displacement from gentrification. While gentrification can have a major impact on economic growth and the social landscape of a county, it often displaces low-income minority communities pushed out of the areas their families have lived in, sometimes for generations. It is important for Broward County's local communities to mitigate the potential negative aspects that often come with gentrification.

#### **Impediment 2: Income Inequality Between Race or Ethnicity**

In Broward County, race or ethnicity is correlated with income. White and Asian households report a median household income (MHI) greater than the countywide rate. Black households have the lowest MHI, more than \$10,000 less than the median and \$16,000 less than white households. Addressing this inequality needs to be a component in the allocation of public housing funds wherever possible.

### Affordable Housing-Related Impediments

#### **Impediment 3: Decline in Household Purchasing Power**

Since 2010, the purchasing power as measured by household income in the county has decreased by 3 percent for a family earning the median household income. This is a larger decrease than the statewide decline of 2.3 percent. Only two cities in the Consortium – Coconut Creek and Tamarac – saw the purchasing power of their residents increase. The largest drop in purchasing power was in the city of Margate followed by the city of Coral Springs. These declines resulted in households experiencing a decline their ability to afford, rent and/or purchase housing.

#### **Impediment 4: High Percentage of Renters are Cost Burdened**

Renters are, by far, the most cost-burdened group in the county. More than 61 percent of renters are cost burdened and 51 percent of renters pay out 35 percent or more of their income to housing costs. Homeowners have a significantly lower cost-burden rate, but, even so, there are still households in the county lacking economic security.

#### **Impediment 5: Increased Rate of Poverty**

As the decline in purchasing power reflects in Broward County, the poverty rate has increased from 12.3 percent to 13.5 percent between 2010 and 2018. The city of Pembroke Pines had the largest change in poverty rate, growing from 6.4 percent to 9.4 percent, or nearly 50 percent growth. Only three cities reported a decrease in poverty: Coconut Creek, Margate and Tamarac.

#### **Impediment 6: Funding Shortage for New and Existing Affordable Housing**

Despite creation and funding the Broward County Affordable Housing Trust Fund, there remains a shortage of funding to address affordable housing demand. For example, Home Funds still leave gaps in services for homeless efforts and the awarding of Low-Income Housing Tax Credits (LITHC) is limited to two projects per year in Broward County by the state of Florida. Compounding this need is the fact that financing the preservation of affordable housing projects has increasingly difficult through private institutions. This factor places more demand for funding support from local communities and public agencies.

## Fair Housing Action Plan

Several of these recommended fair housing actions have been initiated by Broward County as well as some of the county's municipal jurisdictions. The most common practices among the cities and towns affordable housing policies are:

1. Expedited permitting for affordable housing projects;
2. Participation in the Broward County Home Buyer Assistance program; and
3. Offering housing rehabilitation loans.

All Broward County municipal jurisdictions are recommended to embrace these practices for the benefit of supporting affordable housing throughout the county; encouraging home ownership among lower income households; and maintaining the quality of their city's housing stock.

The following "Fair Housing Actions Matrix" tables identify those cities, towns and villages where specific housing policies have been adopted. Because of the number of local jurisdictions in this analysis and the diversity of affordable housing practices, the most predominant policies are summarized in two tables.

- Table X-1 indicates funding and financial-related housing incentive programs and administrative practices that directly contribute to stimulating or expanding the development of affordable housing. The most widely utilized incentives for affordable housing offered by Broward County and the consortium cities are the Broward County Home Buyer Assistance Program (20 jurisdictions) followed by 12 jurisdictions that provide expedited residential permitting processing.
- Table X-2 lists those most frequently practiced land use policies that support or incentivize increased affordable housing. The city of Lauderhill offers the most financial incentives to support affordable housing among the county's local jurisdictions. The town of Davie currently provides the widest range of land use policies to encourage new residential investment.

A check ✓ by the jurisdiction indicates those affordable housing actions or related policies that are in place. It is strongly recommended that several of the consortium cities update their local affordable housing plan and/or the housing policies adopted as part of the jurisdiction's Comprehensive Plan.

Table X-1 – Fair Housing Actions Matrix: Financial Incentives and Administrative Measures

City, Town or Village (a)	Inventory and/or Offer Public Lands	Provide Expedited Permitting	Modified or Waive Impact or other Fees	Direct Florida SHIP Funding Recipient (b)	Offer Housing Rehabilitation Loans	BC Home Buyer Assistance Program
Broward County	✓	✓	✓	✓	✓	✓
Coconut Creek	✓			✓		
Cooper City		✓				✓
Coral Springs		✓	✓	✓		
Dania Beach		✓			✓	✓
Davie				✓		✓
Deerfield Beach		✓		✓	✓	✓
Hallandale Beach	✓		✓		✓	✓
Hillsboro Beach						✓
Lauderdale Lakes						
Lauderdale-by-the-Sea						✓
Lauderhill	✓	✓	✓	✓	✓	
Lazy Lake						✓
Lighthouse Point	✓	✓				✓
Margate				✓	✓	✓
Miramar	✓	✓		✓		
North Lauderdale					✓	✓
Oakland Park		✓				✓
Parkland			✓			✓
Pembroke Park						
Pembroke Pines	✓	✓		✓		✓
Plantation				✓	✓	✓
Southwest Ranches						✓
Sunrise	✓			✓		
Tamarac		✓	✓	✓	✓	
West Park						✓
Wilton Manors		✓	✓			✓
<b>Number of Participating Jurisdictions</b>	<b>8</b>	<b>12</b>	<b>7</b>	<b>12</b>	<b>9</b>	<b>19</b>

The following table summarizes the eight most widely utilized land use policies by jurisdiction that encourage and support new affordable housing investment.

*Table X-2 – Fair Housing Actions Matrix: Land Use Policies*

FAIR HOUSING LAND USE POLICY:								
City, Town or Village (a)	Allow Flexibility in Housing Density	Develop Housing at Strategic Locations	Reduce Parking & Setback Standards	Allow Flexible Residential Lot Design	Modified Street Requirements for A. Housing	Support Accessory Dwelling Units	Encourage Mixed Use with Housing	Support County's Bonus Density Program
Broward County	✓	✓	✓	✓		✓	✓	✓
Coconut Creek	✓	✓	✓	✓	✓			
Cooper City							✓	
Coral Springs	✓		✓					
Dania Beach							✓	
Davie	✓	✓		✓	✓	✓	✓	✓
Deerfield Beach								
Hallandale Beach								✓
Hillsboro Beach	✓			✓			✓	
Lauderdale Lakes		✓					✓	✓
Lauderdale-by-the-Sea								
Lauderhill	✓		✓	✓	✓	✓		
Lazy Lake								
Lighthouse Point								✓
Margate								
Miramar	✓	✓		✓	✓	✓	✓	✓
North Lauderdale								
Oakland Park							✓	✓
Parkland	✓	✓				✓	✓	
Pembroke Pines	✓	✓						
Plantation								
Sunrise		✓	✓				✓	✓
Tamarac		✓	✓					
Wilton Manors	✓	✓	✓					
<b>Number of Participating Jurisdictions</b>	<b>10</b>	<b>10</b>	<b>7</b>	<b>6</b>	<b>4</b>	<b>5</b>	<b>10</b>	<b>8</b>

While each of these financial, administrative and land use policies and practices play a role in encouraging affordable housing opportunities to Broward County residents and home builders, it is also recommended that all consortium cities and towns participate and/or enact and implement the following fair housing actions to further expand affordable housing opportunities:

**Action 1: Expand Dedicated Public Funding and Leverage Private Resources to Increase Affordable Housing Opportunities.**

A wide range of current and potential funding mechanisms exist in Broward County that need financial support from the county, city, and private and nonprofit sectors, including but not limited to:

- a. Continuing to support Broward County’s allocation of public funding to the Broward County Affordable Housing Trust Fund.
- b. Expanding the resources allocated to the Broward County Housing Finance Agency to encourage its development and construction of dwelling units affordable to lower-income households.
- c. Supporting the allocation of Community Redevelopment Agency (CRA) funding for affordable housing.
- d. Supporting policies that address flexible sources of “gap financing” for affordable housing, especially second mortgage programs.
- e. Expanding local funding and access to the Housing Finance Authority Mortgage Credit Certificate Program to help reduce home loan financing costs for qualified homeowners. This valuable program entitles recipients to a federal income tax credit of up to \$2,000 annually and for each year they continue to live in the home financed under the program.
- f. Supporting the partnership between Broward County and South Florida Community Land Trust.

**Action 2: Promote Municipal Enactment of County Land Use Code Affordable Housing Incentives.**

The 2019 amendment to the county’s land use code that encourages affordable housing construction on commercial sites near major roads should be promoted and enacted by county municipalities. This change requires affordable housing where located in certain high traffic areas allowing developers a financial incentive from Broward County in return for an increase in revenue from the county’s transportation sales tax.

**Action 3: Expand Housing Counseling.**

Support foreclosure counseling workshops by HUD-certified agencies and local banks and encourage local funding of foreclosure counseling/assistance programs and homebuyer education courses. This action includes expanding foreclosure protection and prevention workshops, seminars and information through the Broward County Human Rights Section to reduce the number of families at or near poverty levels. These seminars should also be offered to current homeowners to ensure those at risk of losing their home can be assisted, educated to prevent foreclosure that could lead to homelessness.

**Action 4: Offer Local Incentives for Affordable Housing in Opportunity Zones.**

Explore financial and zoning incentives for the development of affordable rental housing on high density Opportunity Zone properties such as expanding fee waivers and bonus densities.

**Action 5. Expand Support for Homeless Service Providers and Homeless Housing Opportunities.**

Expanding outreach programs is a key component of helping homeless persons in making a transition into permanent housing.

The county and its cities should continue to expand the development of permanent supportive housing units. Through partnerships, the county could ensure that there is enough year-around shelter space and permanent supportive housing options so that chronic or temporarily homeless persons are safely sheltered and receiving needed services. This requires Broward County and its municipalities to continue to support, if not increase support, to the Broward County Homeless Initiative Partnership in their effort to improve coordination between homelessness service providers. It is useful to educate residents and others regarding the costs associated with an undersupply of affordable housing.

**Action 6. Encourage Employer Assisted Housing.**

The county and its local jurisdictions should initiate an Employee Housing Assistance program for public employees in education and local government. This approach offers a combination “Housing Allowance Cafeteria Plan” that includes benefits that may be utilized for housing down payment assistance; phased forgivable loans tied to tenure; rental allowances and/or other cafeteria benefits incorporating housing support for public sector employees (c, d).

**Action 7. Expand Public Education Regarding Fair Housing Practices.**

It is critical to increase public awareness regarding rights and responsibilities under fair housing laws. The county and local nonprofits need to continue to educate and make realtors, bankers and landlords aware of discriminatory housing policies and to promote fair housing opportunities for all county residents. These efforts should also include improving knowledge and awareness of the Fair Housing Act and related housing discriminatory laws and regulations, as well as continuing to educate and make residents more aware of their rights under the Fair Housing Act and the Americans with Disabilities Act (ADA).

**Action 8: Provide Tenant Information and Adopt Eviction Assistance Measures.**

It is recommended that Broward County prepare materials to inform tenants of their tenant rights. Many communities around the country have instituted programs that seek to address housing evictions in their communities such as handbooks that explain the rights and responsibilities of both landlords and tenants; guidelines when entering into a new lease; tips for tenants and landlords; and information on the eviction process. Broward County should also take



formal action to prohibit discrimination by landlords against any applicants who use federal vouchers for housing.

**Action 9: Modify Construction and Rehabilitation Codes.**

The county and its cities, in cooperation with the Broward County Builder Officials (a not-for-profit corporation and professional organization of inspectors, building officials, code enforcement agents, floodplain managers, architects, engineers, contractors and others interested in the enforcement of The Florida Building Code) and the local chapter of the Florida Home Builders Association should identify and allow innovative construction methods that include new plumbing or electrical techniques that can contribute to lowering the cost of new housing. Allowing flexibility in rehabilitation codes can occur while maintaining protection of health and safety. These reforms can stimulate the rehabilitation and/or conversion of buildings to affordable housing.

**Action 10: Promote Municipal Enactment of County Land Use Code Affordable Housing Incentives.**

The 2019 amendment to the county's land use code that encourages affordable housing construction on commercial sites near major roads should be promoted and enacted by county municipalities. The change requires affordable housing if located in certain high-traffic areas, allowing developers a financial incentive from Broward County in return for an increase in revenue from the county's transportation sales tax. This action is a step toward enacting a more comprehensive model inclusionary zoning ordinance for Broward County local jurisdictions to follow.

**Action 11: Increase the effectiveness of local fair housing ordinances through stronger code enforcement mechanisms.**

Several of the county's jurisdictions lack comprehensive residential code enforcement staff. Strengthening these efforts will better enable these cities to maintain their existing affordable housing supply.

References:

(a) Sources:

- Broward Housing Council Annual Report 2017-18; Work Plan 2020
- Coconut Creek LHAP 2017
- Cooper City Comprehensive Plan 2008
- Coral Springs Affordable Housing Advisory Committee Report 2015
- Dania Beach Housing Element 2009
- Davie Comprehensive Plan Land Use Element
- Deerfield Beach LHAP 2019
- Hallendale Beach Housing Element of the Comprehensive Plan 2018
- Hillsboro Beach Comprehensive Plan 2018
- Lauderdale by the Sea Comprehensive Plan 2011
- Lauderdale Lakes Comprehensive Plan 2011
- Lauderhill Annual Action Plan 2019
- Lighthouse Point Comprehensive Plan 2011
- Margate Action Plan 2018
- Miramar LHAP 2019
- North Lauderdale Resident Grant Opportunities 2019
- Oakland Park Comprehensive Plan Revised 2019

Parkland Land Comprehensive Plan Housing Element 2016  
Pembroke Pines LHAP 2018  
Sunrise Annual Action Plan 2018 - 2019  
Tamarac Consolidated Plan & Action Plan 2015  
Wilton Manors Comprehensive Plan 2019

- (b) SHIP (State Housing Initiatives Partnerships) funds offer several approaches that support home ownership and housing redevelopment  
(c) Park City Municipal Employee Benefit Plan”) <https://www.parkcity.org/about-us/working-for-pcmc>  
(d) City of Solvang Offers Cafeteria Plan” <https://www.cityofsolvang.com/DocumentCenter/View/70/Full-Time-Employee-Benefit-Information-PDF?bidId>

## Conclusion

In many ways, Broward County is an entity that mirrors many of the larger communities in the United States facing problems of providing fair and affordable housing. In some cases, the manifestations are different, but their root causes are common.

Throughout the twentieth and now twenty-first century, disadvantaged populations have been forced to choose the places they live after those with more means and privileges choose theirs. The relatively steady “white flight” from inner city neighborhoods to the suburbs was a phenomenon following the World War II. With the cost of suburban housing out of their reach, marginalized communities were left to fend as they could in the inner cities, too many living in substandard housing.

The dynamics are now reversing themselves with the influx of professional workers to the cities as cities and developers invest in urban areas, raising the value of real estate. With rising cost of housing, lower income households are being pushed to less desirable areas. This pattern is reflected in Broward County by the noticeable growth in western parts of the county, attended by high home prices, and confinement of minorities to the narrow swath of land just inland from the coast.

Forty-four percent of census tracts showed minority displacement while the number of those designated as LMI increased by 37. Only 20 were dropped from the list. We cannot know all the reasons for this displacement and concentration of the poor, but it’s clear that housing costs and availability play a significant role.

With income inequality growing in the United States with the top 10 percent of earners’ incomes have increased, particularly the top 1 percent, middle class income has shown little or no growth from the 1970s to the present. As one goes down the household income scale, the percentages of minorities and disabled steadily grows. In many cases, household income has declined. This inevitably makes housing less affordable and needs for assistance greater. Data in this report illustrate that in myriad ways.

During this period, the Broward County HOME Consortium has met many challenges in removing impediments to fair housing access. But issues and access to housing choices remain.

As rents have increased, so have the cost of goods and services as well as housing. For many, home ownership has been a dream. Historically, it has been one major way a household can

increase its net worth. Yet it is a dream that is increasingly out of reach. While the housing “cost burden” is not as great for homeowners in Broward County as renters, we suspect that the long-term unemployment and underemployment potential with a protracted pandemic will show the current system to be brittle. For many years now the 30 percent of income measure has been used to calculate whether or not housing is a burden or in proportion to household earnings.

Broward County and the Broward County HOME Consortium continue to face challenges in their pursuit to achieve the goal of affirmatively furthering fair housing choice. In collaboration with residents, housing stakeholders and the numerous non-profit and for-profit partners, the county and consortium jurisdictions can build on recent improvements, local strengths and opportunities to increase fair housing choice moving forward. The Fair Action Plan included in this AI can serve as an understandable roadmap for both policymakers and the public.

# Appendices

Appendix A - City Data

Appendix B - Four-Factor Analysis for Limited English Proficiency Persons

## Appendix A – City Data

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## Coconut Creek – Data Tables

### Community Profile

Table: Age – 2010 to 2018

Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	2836	5.5 percent	3653	6.0%
5 to 9 years	2,732	5.3%	3,277	5.5%
10 to 14 years	3,370	6.5%	3,781	6.3%
15 to 19 years	3,172	6.2%	3,482	5.8%
20 to 24 years	2,098	4.1%	3,525	5.9%
25 to 34 years	6,403	12.4%	7,812	13.0%
35 to 44 years	8,312	16.1%	8,238	13.7%
45 to 54 years	7,381	14.3%	8,263	13.8%
55 to 59 years	2,589	5.0%	4,217	7.0%
60 to 64 years	2,344	4.5%	2,953	4.9%
65 to 74 years	3,340	6.5%	5,181	8.6%
75 to 84 years	4,303	8.3%	3,477	5.8%
85 years and over	2,660	5.2%	2,138	3.6%
Median Age	41.3	(X)	40.2	(X)

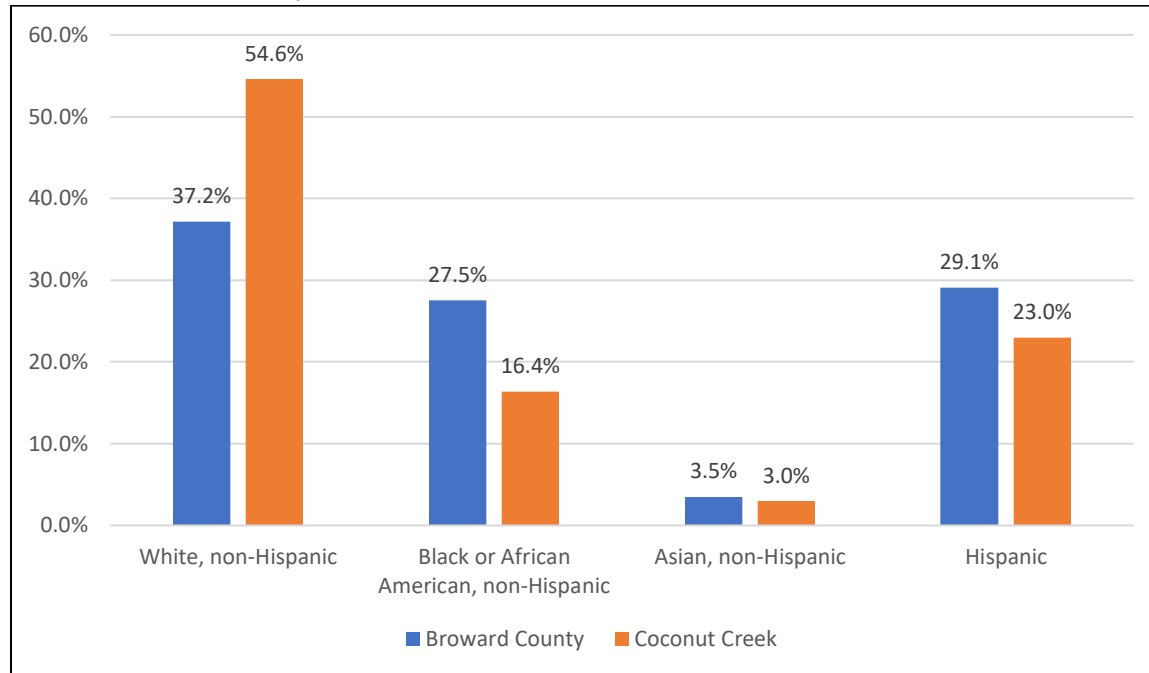
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

Table: Race and Ethnicity

	Broward County		Coconut Creek	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	32,746	54.6%
Black or African American alone	524,739	27.5%	9,861	16.4%
American Indian and Alaska Native alone	3,188	0.2%	7	0.0%
Asian alone	67,313	3.5%	1,798	3.0%
Native Hawaiian/Other Pac Islander alone	946	0.0%	63	0.1%
Some other race alone	10,121	0.5%	546	0.9%
Two or more races	37,797	2.0%	1,192	2.0%
Hispanic or Latino (of any race)	554,609	29.1%	13,784	23.0%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Coconut Creek	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	Not available	Not available
Employed	21.5%	67.7%	Not available	Not available
Not in Labor Force	74.8%	27.8%	Not available	Not available
Median Earnings	\$22,429	\$32,105	Not available	Not available
Below the Poverty Level	19.3%	11.2%	Not available	Not available

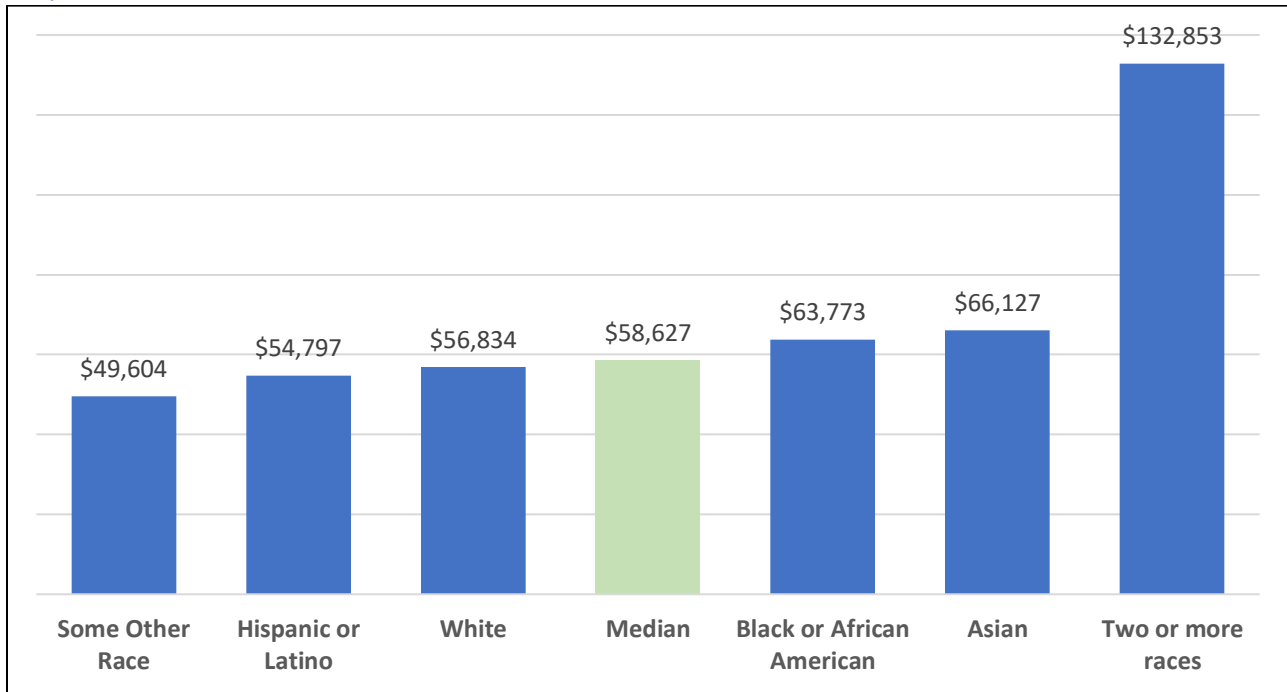
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3025	43966
Median Income	\$34,971	\$33,722
Labor Force Participation Rate	86.5%	83.1%
Unemployment Rate	0.0%	5.5%
Below Poverty in the Past 12 Months	140	3442
With Any Disability	805	5609

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

Note: Groups with a small sample size and large margin of error were removed from this visualization.

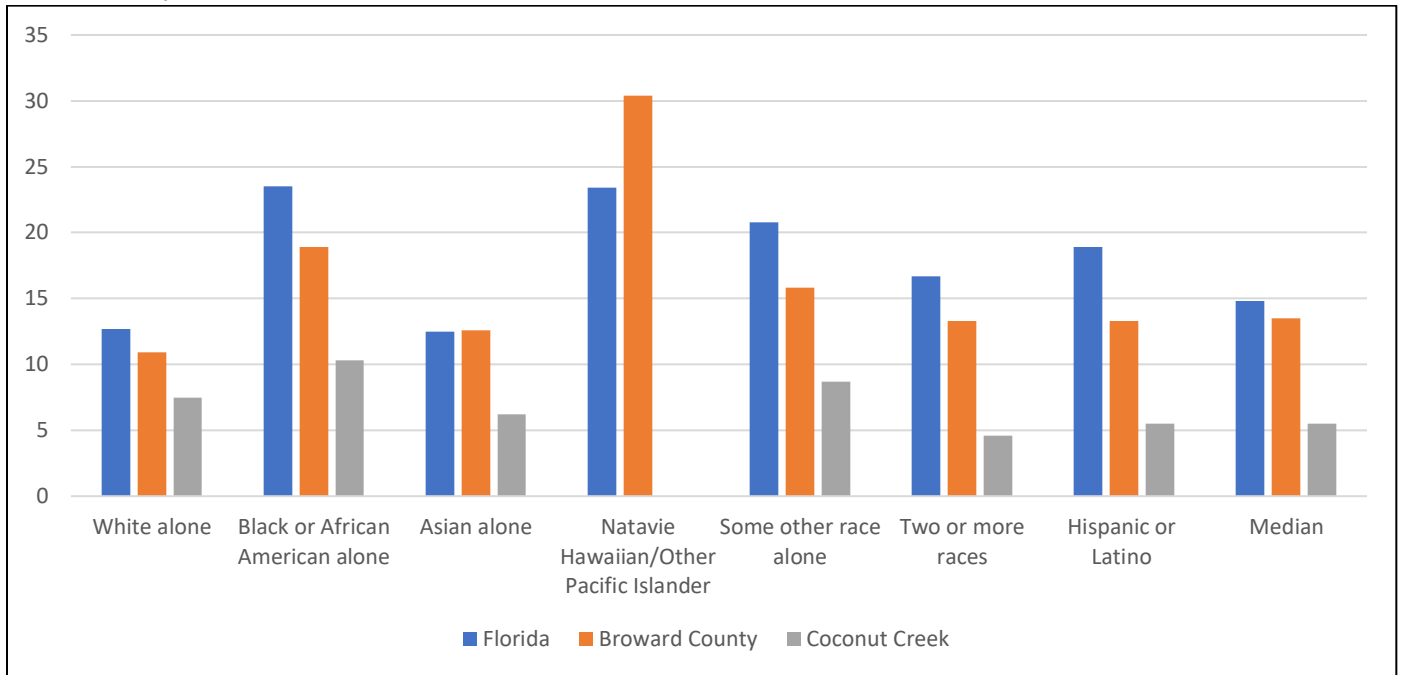
Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	2,713	31.80%	3,384	52.20%	1,727	21.60%
20.0 to 24.9%	1,427	16.70%	659	10.10%	1,030	12.90%
25 to 29.9%	919	10.80%	497	7.70%	928	11.60%
30 to 34.9%	796	9.30%	374	5.80%	752	9.40%
35% or more	2,675	31.40%	1,580	24.30%	3,548	44.40%
<b>Total Cost Burdened</b>	<b>3,471</b>	<b>40.70%</b>	<b>1,954</b>	<b>30.10%</b>	<b>4,300</b>	<b>53.80%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)



Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

*Table: Commuting Methods*

	<b>Florida</b>	<b>Broward County</b>	<b>Coconut Creek</b>
Total Workers (16 Years and Older)	9,140,393	931,338	29,735
Car, truck, or van	88.6%	88.9%	92.4%
Drove alone	79.4%	79.9%	81.9%
Carpooled	9.2%	8.9%	10.5%
Public transportation (excluding taxicab)	1.9%	2.6%	1.5%
Walked	1.4%	1.2%	0.7%
Bicycle	0.6%	0.6%	0.3%
Taxicab, motorcycle, or other means	1.6%	1.6%	0.8%
Worked at home	5.8%	5.0%	4.3%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

*Table: Commute Time*

	<b>2010</b>	<b>2018</b>	<b>% Change</b>
Workers 16 Years and Older (did not work at home)	23,943	28,450	18.8%
Less than 10 minutes	7.9%	5.7%	-27.8%
10 to 29 minutes	48.9%	55.9%	14.3%
30 to 59 minutes	39.5%	38.4%	-2.8%
60 or more minutes	3.7%	5.7%	54.1%
Mean travel time to work (minutes)	25.2	27.9	10.7%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

## Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	8,003	30.6%	7,331	26.9%
1-unit, attached structure	1,768	6.8%	1,823	6.7%
2 units	267	1.0%	375	1.4%
3 or 4 units	1,410	5.4%	1,561	5.7%
5-9 units	3,123	12.0%	3,439	12.6%
10-19 units	3,034	11.6%	3,346	12.3%
20 or more units	7,189	27.5%	8,025	29.4%
Mobile Home	1,335	5.1%	1,394	5.1%
Boat, RV, Van, Etc.	0	0.0%	0	0.0%
<b>Total</b>	<b>26,129</b>	<b>100%</b>	<b>27,294</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	101	0.4%	596	2.2%
1 bedroom	2,485	9.5%	2,551	9.3%
2 bedrooms	13,256	50.7%	13,258	48.6%
3 bedrooms	7,363	28.2%	7,981	29.2%
4 bedrooms	2,599	9.9%	2,723	10.0%
5 or more bedrooms	325	1.2%	185	0.7%
<b>Total</b>	<b>26,129</b>	<b>100%</b>	<b>27,294</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

	Florida		Broward County		Coconut Creek	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	1099	4.10%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	3,552	13.0%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	7,089	26.0%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	9,726	35.6%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	4,760	17.4%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	727	2.7%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	225	0.8%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	79	0.3%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	37	0.1%
<b>Total</b>	<b>9,348,689</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>	<b>27,294</b>	<b>100%</b>

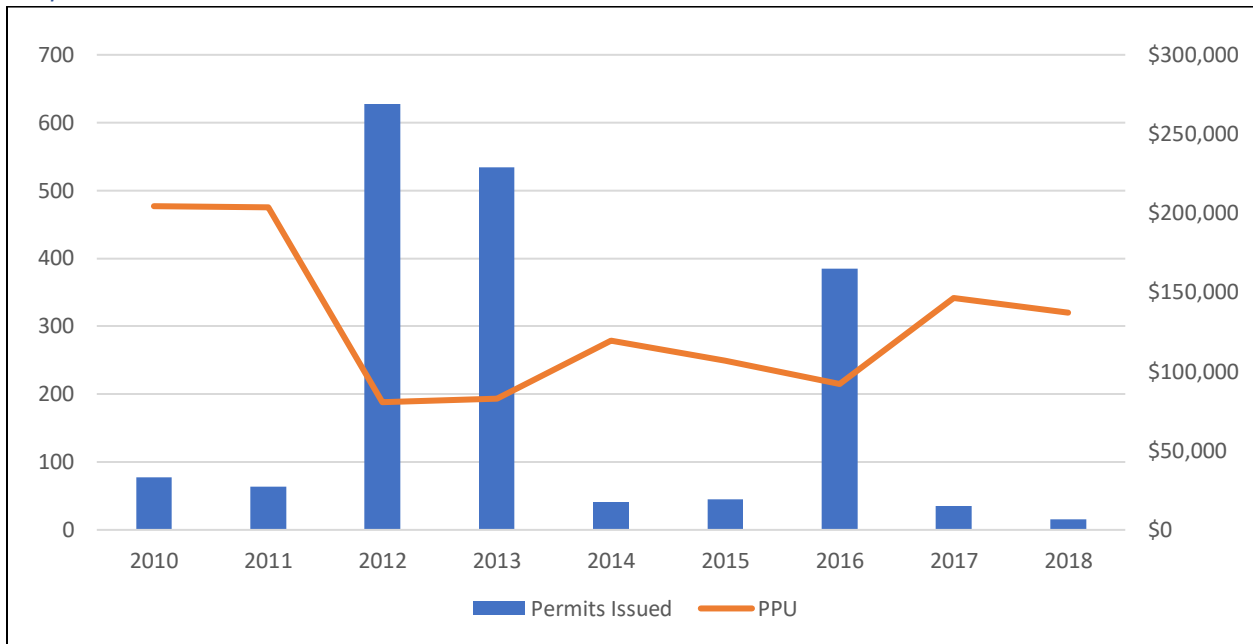
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Housing Occupancy in 2010 and 2018

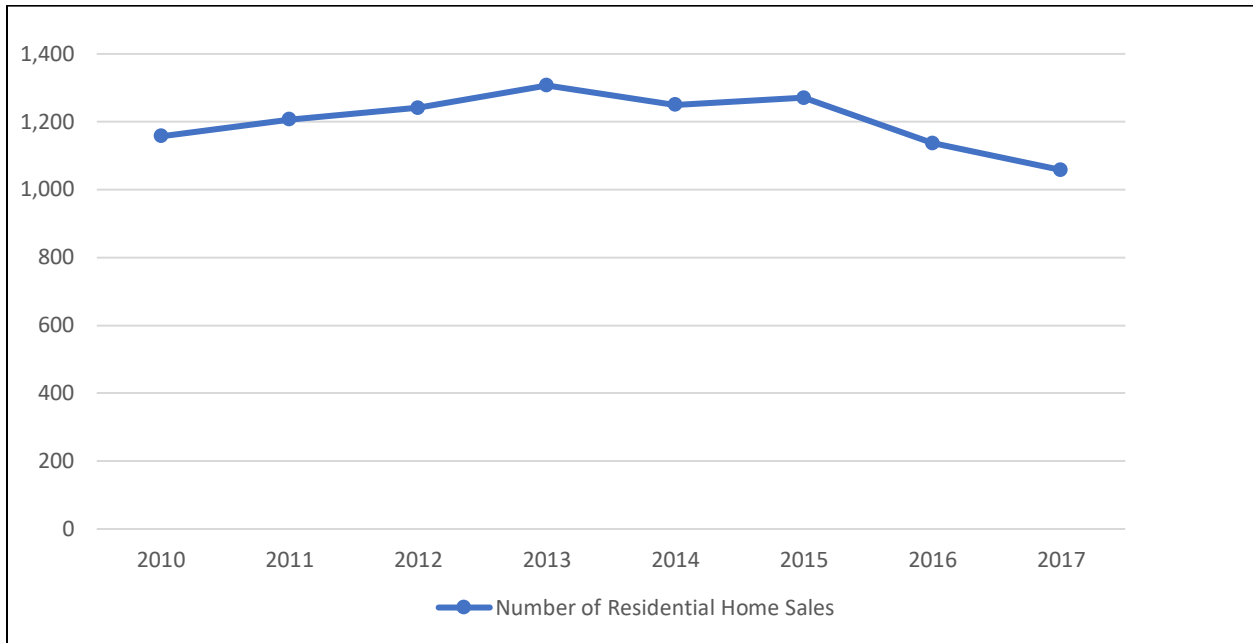
	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	26,129	--	27,294	
Occupied Housing Units	22,028	84.3%	23,526	86.2%
Owner Occupied Units	15,879	72.1%	15,206	64.6%
Renter Occupied Units	6,149	27.9%	8,320	35.4%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year from 2010-2017



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$203,700	\$171,500.00	-15.8%
Median Contract Rent	\$1,197	\$1,423	18.9%

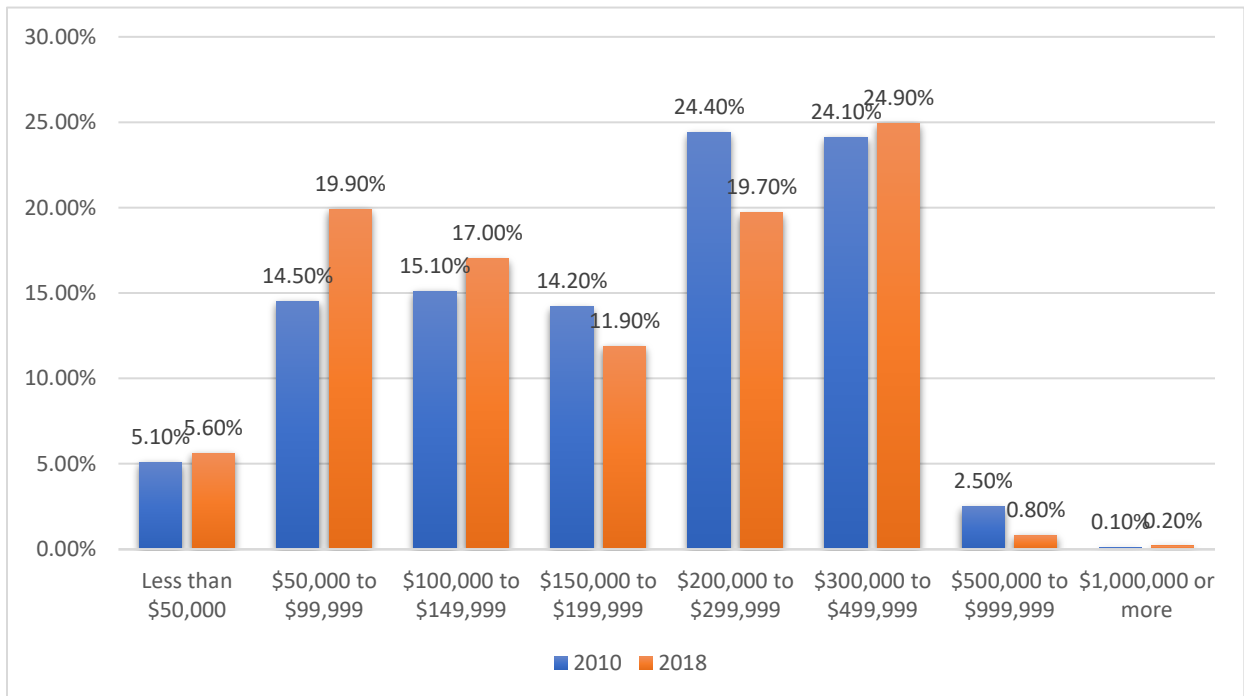
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	809	5.1%	858	5.6%
\$50,000 to \$99,999	2,301	14.5%	3,024	19.9%
\$100,000 to \$149,999	2,403	15.1%	2,592	17.0%
\$150,000 to \$199,999	2,256	14.2%	1,813	11.9%
\$200,000 to \$299,999	3,872	24.4%	2,992	19.7%
\$300,000 to \$499,999	3,826	24.1%	3,782	24.9%
\$500,000 to \$999,999	391	2.5%	117	0.8%
\$1,000,000 or more	21	0.1%	28	0.2%
<b>Total Units</b>	<b>15,879</b>	<b>100%</b>	<b>15,206</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range Comparison, 2010 & 2018



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Median Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	76	1.30%	112	1.4%
\$500 to \$999	803	13.70%	708	8.7%
\$1,000 to \$1,499	3,177	54.30%	2,774	33.9%
\$1,500 or more	1,793	30.70%	4,582	56.00%
Total Units	5,849	100%	8,176	100%
No rent paid	300	(X)	144	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

## Coral Springs – Data Tables

### Community Profile

Table: Age – 2010 to 2018

Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	6,629	5.5%	8,335	6.4%
5 to 9 years	8,784	7.3%	8,597	6.6%
10 to 14 years	9,423	7.8%	10,304	7.9%
15 to 19 years	11,074	9.1%	9,977	7.6%
20 to 24 years	8,163	6.7%	8,142	6.2%
25 to 34 years	13,357	11.0%	16,147	12.3%
35 to 44 years	18,851	15.6%	19,354	14.8%
45 to 54 years	21,655	17.9%	19,326	14.7%
55 to 59 years	7,815	6.5%	9,462	7.2%
60 to 64 years	5,936	4.9%	7,246	5.5%
65 to 74 years	4,929	4.1%	9,893	7.5%
75 to 84 years	3,187	2.6%	3,057	2.3%
85 years and over	1,313	1.1%	1,311	1.0%
Median Age	36.6	(X)	37.3	(X)

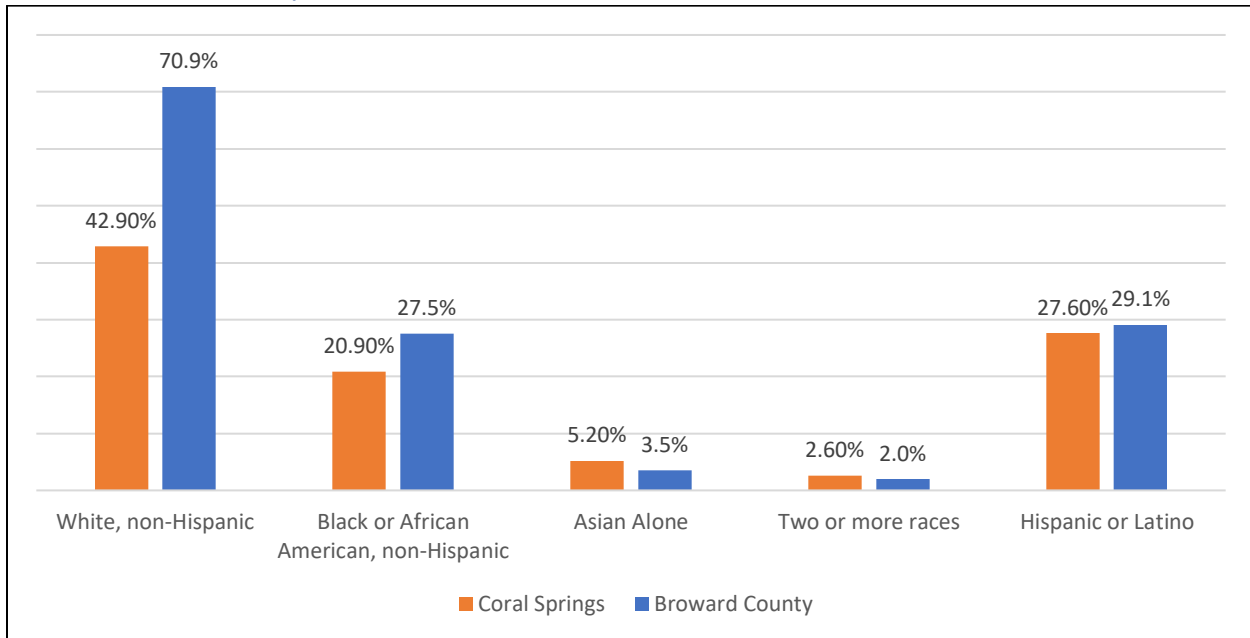
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

Table: Race and Ethnicity

	Broward County		Coral Springs	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	56,226	42.9%
Black or African American alone	524,739	27.5%	27,464	20.9%
American Indian and Alaska Native alone	3,188	0.2%	277	0.2%
Asian alone	67,313	3.5%	6,769	5.2%
Native Hawaiian/Other Pac Islander alone	946	0.0%	12	0.0%
Some other race alone	10,121	0.5%	857	0.7%
Two or more races	37,797	2.0%	3,359	2.6%
Hispanic or Latino (of any race)	554,609	29.1%	36,187	27.6%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Coral Springs	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	10,442	91,416
Employed	21.5%	67.7%	29.9%	70.9%
Not in Labor Force	74.8%	27.8%	64.3%	24.4%
Median Earnings	\$22,429	\$32,105	\$30,536	\$35,208
Below the Poverty Level	19.3%	11.2%	15.4%	8.5%

Source: 2014-2018 ACS 5-Yr Estimates (S1811)

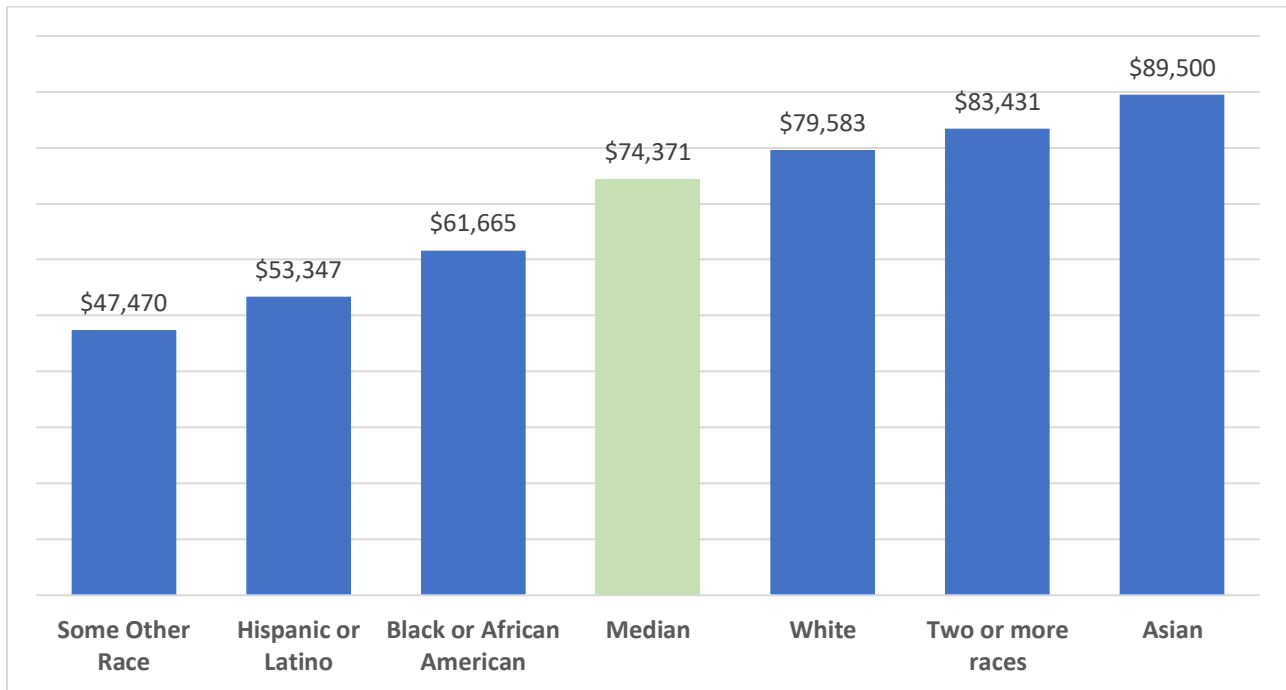
Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	4805	92321
Median Income	\$49,427	\$31,852
Labor Force Participation Rate	84.3%	81.8%
Unemployment Rate	5.1%	6.4%
Below Poverty in the Past 12 Months	171	8340
With Any Disability	1099	9164

Source: 2014-2018 ACS 5-Yr Estimates (S2101)



Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1903)

Data note 1: Hispanic or Latino (+/- 33,403), Asian (+/- 26,047) and “Some other race” (+/- 47,971) households made up a small number of households and have a high margin of error and should be viewed with caution.

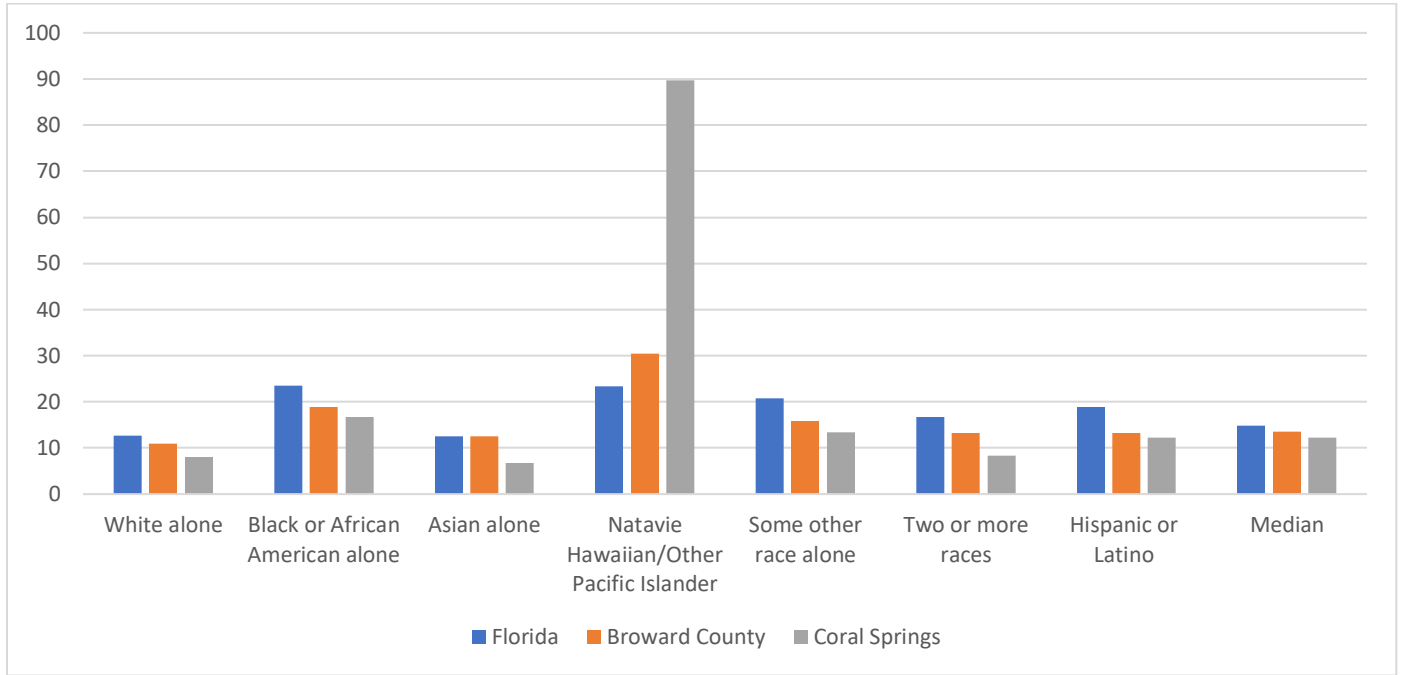
Data note 2: No data available for Native American/Alaska Natives, Hawaiian/Other Pacific Islanders and two or more races.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	6,420	35.8%	4,771	74%	2,615	15.8%
20.0 to 24.9%	2,762	15.4%	436	7%	2,099	12.7%
25 to 29.9%	2,313	12.9%	265	4%	2,140	13.0%
30 to 34.9%	1,530	8.5%	229	4%	1,928	11.7%
35% or more	4,892	27.3%	763	12%	7,739	46.8%
<b>Total Cost Burdened</b>	<b>6,422</b>	<b>35.8%</b>	<b>992</b>	<b>15%</b>	<b>9,667</b>	<b>58.5%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

*Table: Commuting Methods*

	<b>Florida</b>	<b>Broward County</b>	<b>Coral Springs</b>
Total Workers (16 Years and Older)	9,140,393	931,338	66,532
Car, truck, or van	88.6%	88.9%	89.1%
Drove alone	79.4%	79.9%	79.8%
Carpooled	9.2%	8.9%	9.3%
Public transportation (excluding taxicab)	1.9%	2.6%	1.5%
Walked	1.4%	1.2%	1.5%
Bicycle	0.6%	0.6%	0.5%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.4%
Worked at home	5.8%	5.0%	6.0%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

*Table: Commute Time*

	<b>2010</b>	<b>2018</b>	<b>% Change</b>
Workers 16 Years and Older (did not work at home)	58,770	62,522	6.4%
Less than 10 minutes	11.1%	9.2%	-17.1%
10 to 29 minutes	45.1%	52.8%	17.1%
30 to 59 minutes	37%	38.8%	4.9%
60 or more minutes	7.3%	8.4%	15.1%
Mean travel time to work (minutes)	26.6	28.5	7.1%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

## Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	22,925	50.1%	21,874	48.9%
1-unit, attached structure	3,336	7.3%	3,593	8.0%
2 units	738	1.6%	883	2.0%
3 or 4 units	2,739	6.0%	3,139	7.0%
5-9 units	4,384	9.6%	3,974	8.9%
10-19 units	5,222	11.4%	5,269	11.8%
20 or more units	6,280	13.7%	5,724	12.8%
Mobile Home	108	0.2%	224	0.5%
Boat, RV, Van, Etc.	0	0.0%	40	0.1%
<b>Total</b>	<b>45,732</b>	<b>100%</b>	<b>44,720</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	261	0.6%	482	1.1%
1 bedroom	3,981	8.7%	3,857	8.6%
2 bedrooms	11,743	25.7%	11,781	26.3%
3 bedrooms	14,060	30.7%	13,943	31.2%
4 bedrooms	12,738	27.9%	12,157	27.2%
5 or more bedrooms	2,949	6.4%	2,500	5.6%
<b>Total</b>	<b>45,732</b>	<b>100%</b>	<b>44,720</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

	Florida		Broward County		Coral Springs	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	247	0.5%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	4,871	10.9%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	11,834	26.5%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	14,229	31.8%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	11,580	25.9%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	1,514	3.4%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	250	0.6%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	81	0.2%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	114	0.3%
<b>Total</b>	<b>9,348,689</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>	<b>44,720</b>	<b>100%</b>

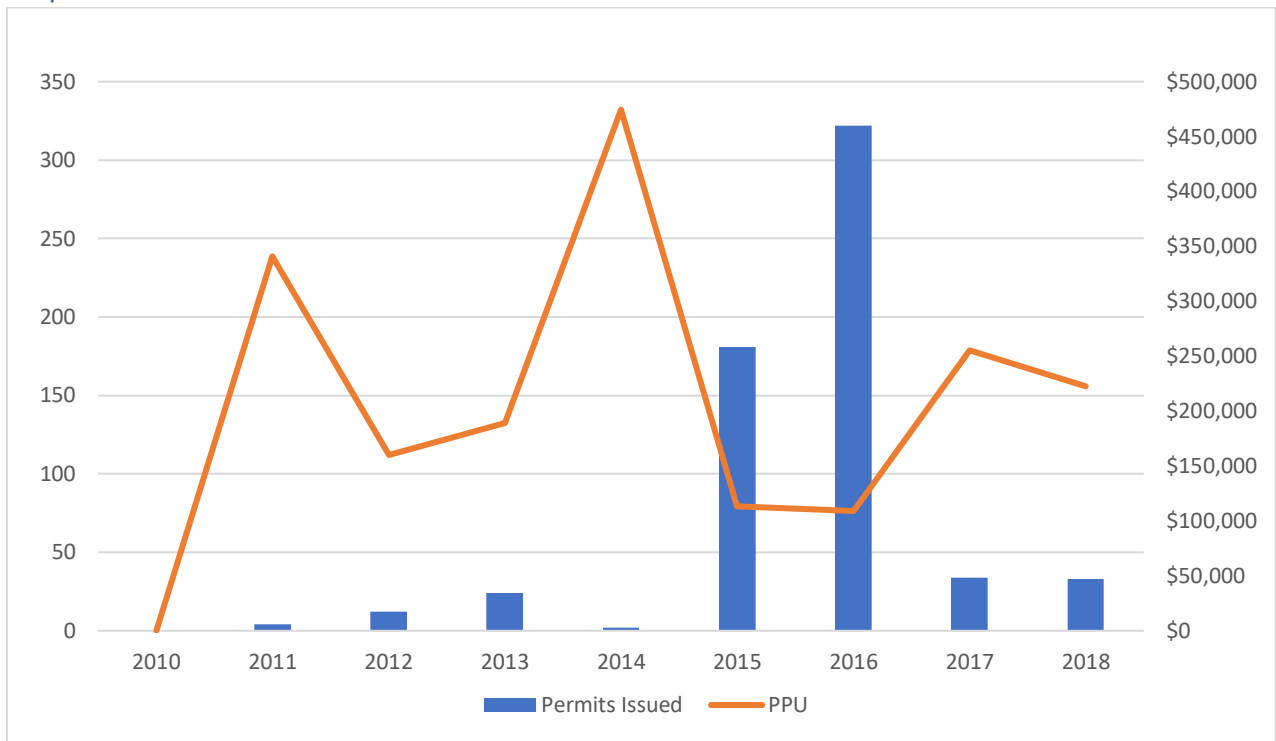
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Housing Occupancy in 2010 and 2018

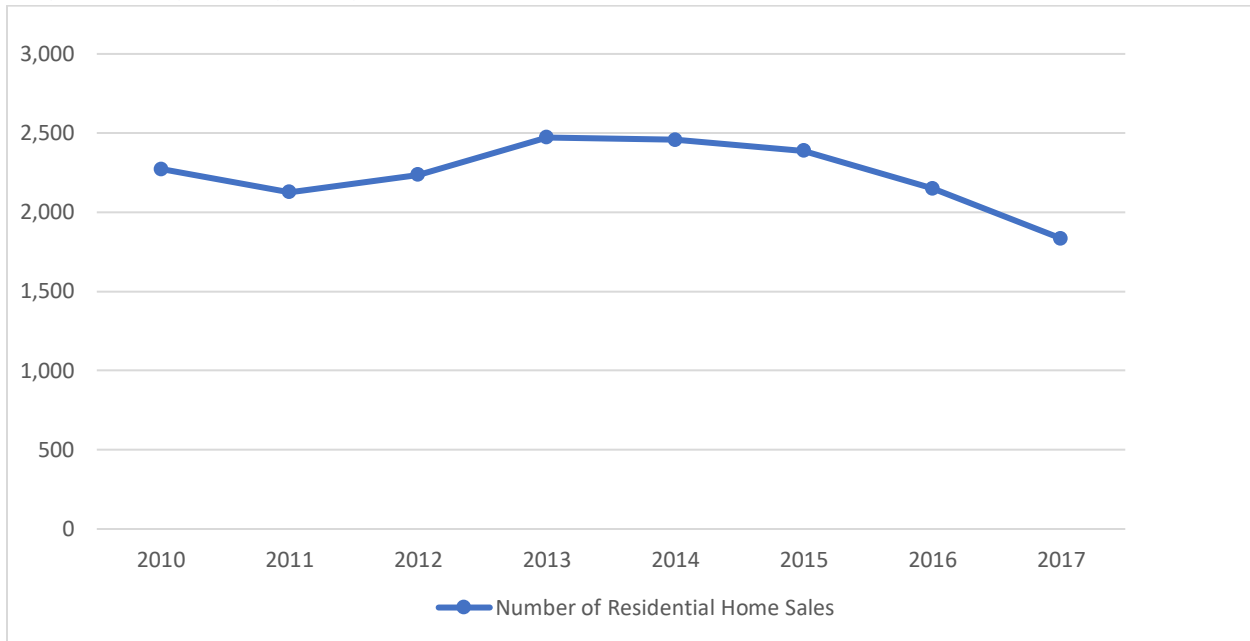
	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	26,129	--	27,294	
Occupied Housing Units	22,028	84.3%	23,526	86.2%
Owner Occupied Units	15,879	72.1%	15,206	64.6%
Renter Occupied Units	6,149	27.9%	8,320	35.4%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year from 2010-2017



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$346,700	\$336,900	-2.8%
Median Contract Rent	\$1,133	\$1,318	16.3%

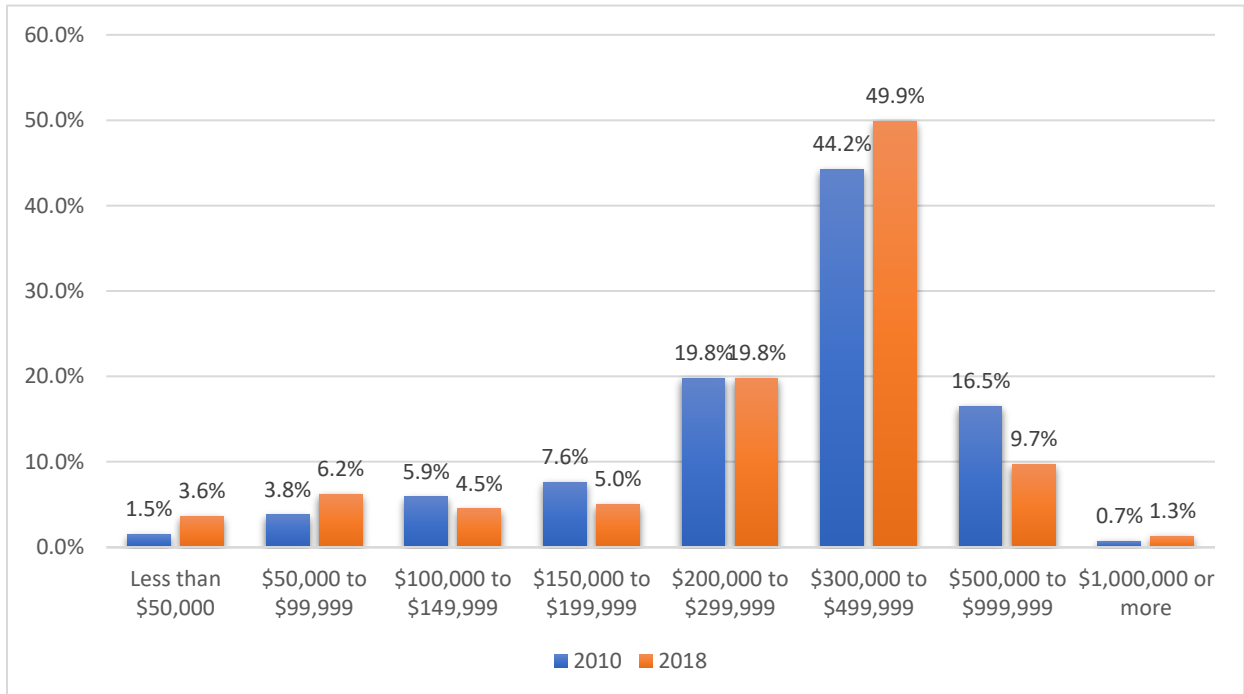
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	418	1.5%	876	3.6%
\$50,000 to \$99,999	1,068	3.8%	1,510	6.2%
\$100,000 to \$149,999	1,658	5.9%	1,103	4.5%
\$150,000 to \$199,999	2,143	7.6%	1,232	5.0%
\$200,000 to \$299,999	5,586	19.8%	4,858	19.8%
\$300,000 to \$499,999	12,471	44.2%	12,236	49.9%
\$500,000 to \$999,999	4,668	16.5%	2,374	9.7%
\$1,000,000 or more	209	0.7%	309	1.3%
<b>Total Units</b>	<b>28,221</b>	<b>100%</b>	<b>24,498</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	437	3.50%	349	2.1%
\$500 to \$999	1897	15.20%	1,461	8.7%
\$1,000 to \$1,499	6,457	51.9%	7,390	44.2%
\$1,500 or more	3,661	29.4%	7,520	45.0%
Total Units	12,436	100%	16,720	100%
No rent paid	318	(X)	342	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

## Coconut Creek – Data Tables

### Community Profile

Table: Age – 2010 to 2018

Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	5,298	5.8%	5,632	5.5%
5 to 9 years	5,851	6.5%	5,828	5.7%
10 to 14 years	6,674	7.4%	6,285	6.1%
15 to 19 years	7,274	8.0%	6,966	6.8%
20 to 24 years	6,268	6.9%	8,211	8.0%
25 to 34 years	11,251	12.4%	16,089	15.6%
35 to 44 years	13,700	15.1%	13,342	12.9%
45 to 54 years	14,575	16.1%	16,347	15.9%
55 to 59 years	5,883	6.5%	6,910	6.7%
60 to 64 years	4,622	5.1%	5,255	5.1%
65 to 74 years	4,986	5.5%	7,231	7.0%
75 to 84 years	3,075	3.4%	3,854	3.7%
85 years and over	1,191	1.3%	1,182	1.1%
Median Age	37.4	(X)	37.2	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

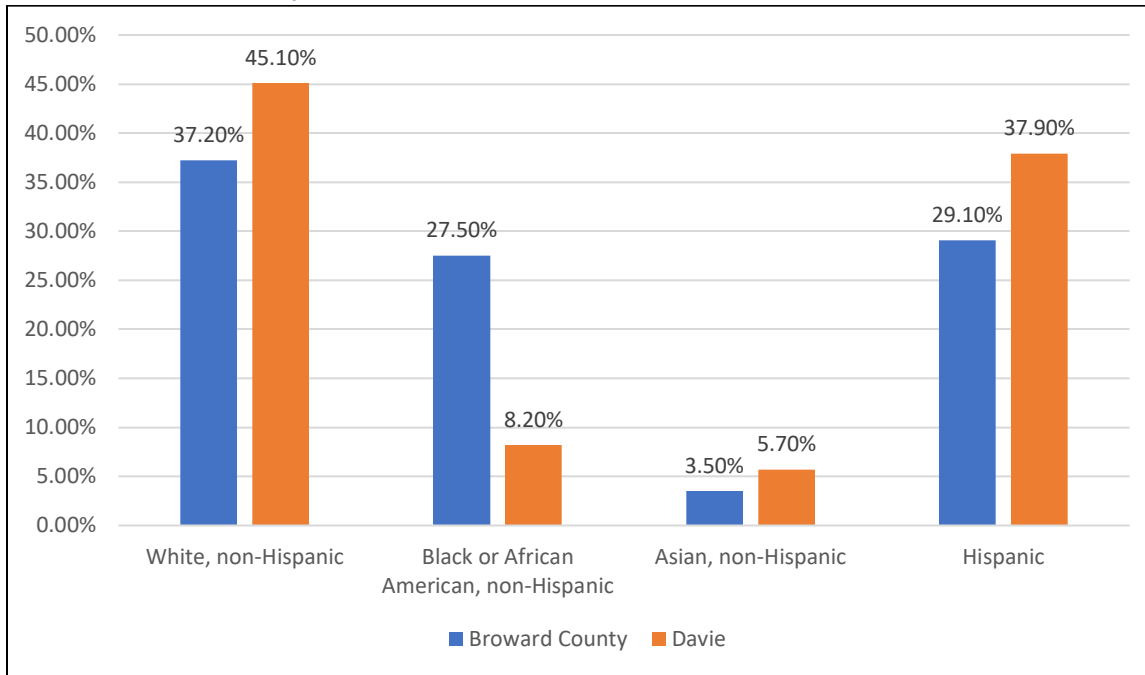
Table: Race and Ethnicity

	Broward County		Davie	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	46,494	45.1%
Black or African American alone	524,739	27.5%	8,465	8.2%
American Indian and Alaska Native alone	3,188	0.2%	182	0.2%
Asian alone	67,313	3.5%	5,872	5.7%
Native Hawaiian/Other Pac Islander alone	946	0.0%	350	0.3%
Some other race alone	10,121	0.5%	677	0.7%
Two or more races	37,797	2.0%	2,043	2.0%
Hispanic or Latino (of any race)	554,609	29.1%	39,049	37.9%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.



Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Davie	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	8,252	75,167
Employed	21.5%	67.7%	26.3%	69.1%
Not in Labor Force	74.8%	27.8%	69.8%	27.3%
Median Earnings	\$22,429	\$32,105	\$26,543	\$34,522
Below the Poverty Level	19.3%	11.2%	20.0%	11.5%

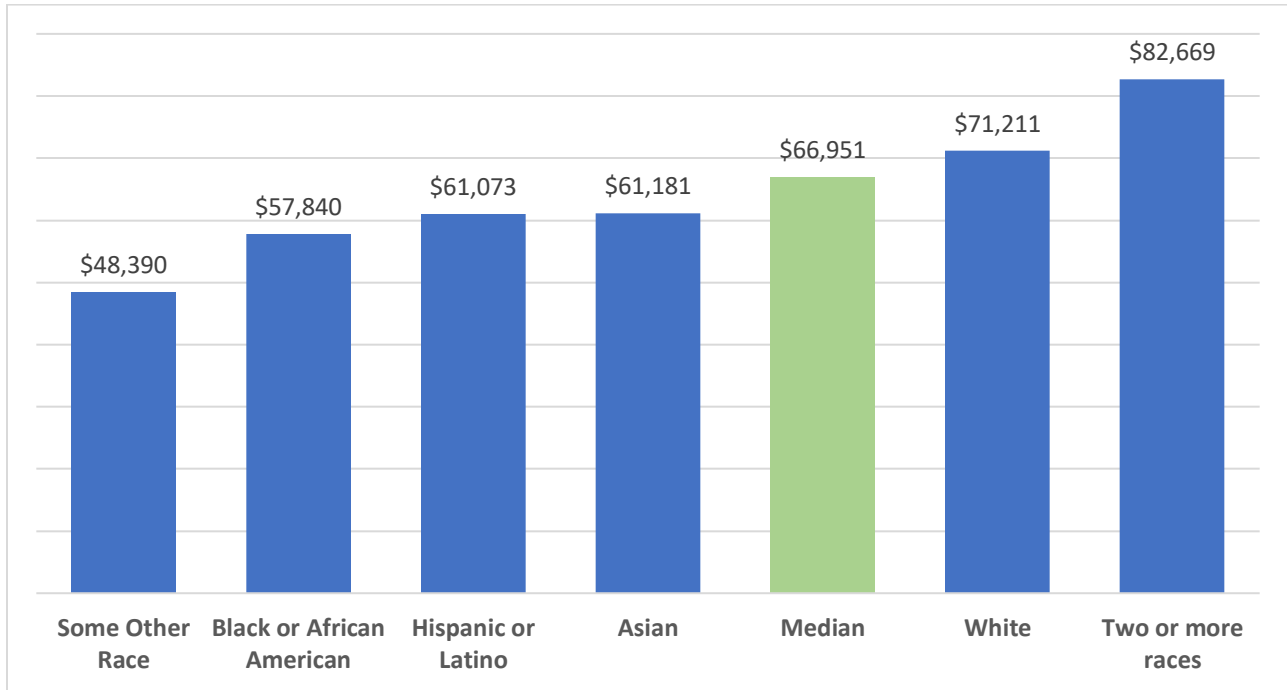
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3768	77028
Median Income	\$44,521	\$30,840
Labor Force Participation Rate	80.9%	78.2%
Unemployment Rate	7.2%	5.2%
Below Poverty in the Past 12 Months	217	9695
With Any Disability	1027	7065

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

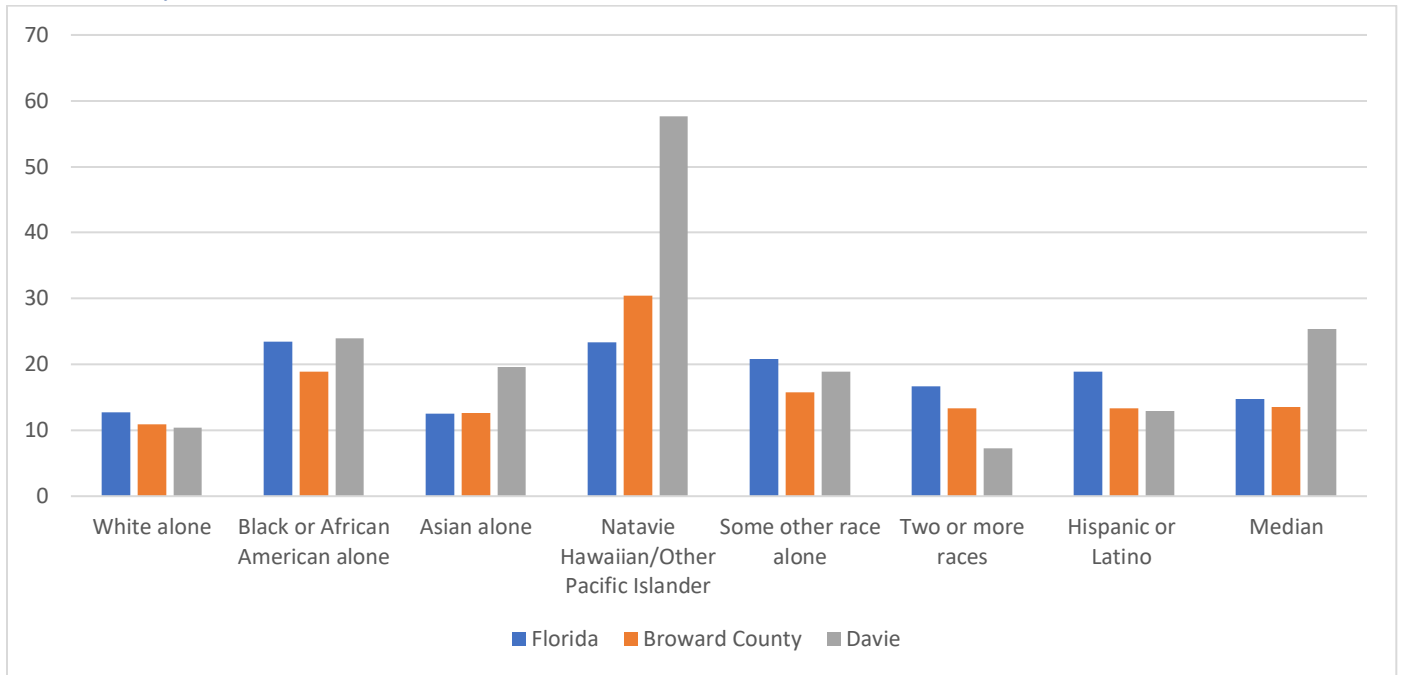
Note: Groups with a small sample size and large margin of error were removed from this visualization.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	5,379	34.90%	5,045	61.0%	1,178	11.6%
20.0 to 24.9%	2,571	16.70%	780	0	1,403	13.80%
25 to 29.9%	1,982	12.90%	508	6.10%	1,231	12.10%
30 to 34.9%	1,344	8.70%	345	4.20%	887	8.70%
35% or more	4,133	26.80%	1,584	19.20%	5,446	53.70%
<b>Total Cost Burdened</b>	<b>5,477</b>	<b>35.50%</b>	<b>1,929</b>	<b>23.40%</b>	<b>6,333</b>	<b>62.40%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

*Table: Commuting Methods*

	<b>Florida</b>	<b>Broward County</b>	<b>Davie</b>
Total Workers (16 Years and Older)	9,140,393	931,338	52,755
Car, truck, or van	88.6%	88.9%	91.4%
Drove alone	79.4%	79.9%	82.3%
Carpooled	9.2%	8.9%	9.1%
Public transportation (excluding taxicab)	1.9%	2.6%	0.9%
Walked	1.4%	1.2%	1.1%
Bicycle	0.6%	0.6%	0.5%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.0%
Worked at home	5.8%	5.0%	5.1%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

*Table: Commute Time*

	<b>2010</b>	<b>2018</b>	<b>% Change</b>
Workers 16 Years and Older (did not work at home)	42,606	50,081	17.5%
Less than 10 minutes	9.2%	8.0%	-13.0%
10 to 29 minutes	49.9%	58.3%	16.8%
30 to 59 minutes	34.5%	33.5%	-2.9%
60 or more minutes	6.4%	8.3%	29.7%
Mean travel time to work (minutes)	26	27.8	6.9%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

## Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	15,951	43.6%	16,681	42.5%
1-unit, attached structure	3,243	8.9%	4,860	12.4%
2 units	598	1.6%	595	1.5%
3 or 4 units	1,523	4.2%	1,168	3.0%
5-9 units	1,282	3.5%	1,519	3.9%
10-19 units	2,199	6.0%	3,042	7.8%
20 or more units	5,849	16.0%	6,335	16.1%
Mobile Home	5,873	16.1%	5,039	12.8%
Boat, RV, Van, Etc.	55	0.2%	0	0.0%
<b>Total</b>	<b>36,573</b>	<b>100%</b>	<b>39,239</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	315	0.9%	387	1.0%
1 bedroom	2,942	8.0%	3,835	9.8%
2 bedrooms	12,021	32.9%	12,717	32.4%
3 bedrooms	13,260	36.3%	13,698	34.9%
4 bedrooms	5,664	15.5%	6,436	16.4%
5 or more bedrooms	2,371	6.5%	2,166	5.5%
<b>Total</b>	<b>36,573</b>	<b>100%</b>	<b>39,239</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

	Florida		Broward County		Davie	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	2,247	5.7%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	5,537	14.1%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	9,093	23.2%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	10,296	26.2%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	9,078	23.1%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	2,043	5.2%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	768	2.0%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	72	0.2%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	105	0.3%
<b>Total</b>	<b>9,348,689</b>	<b>(x)</b>	<b>821,088</b>	<b>(x)</b>	<b>39,239</b>	

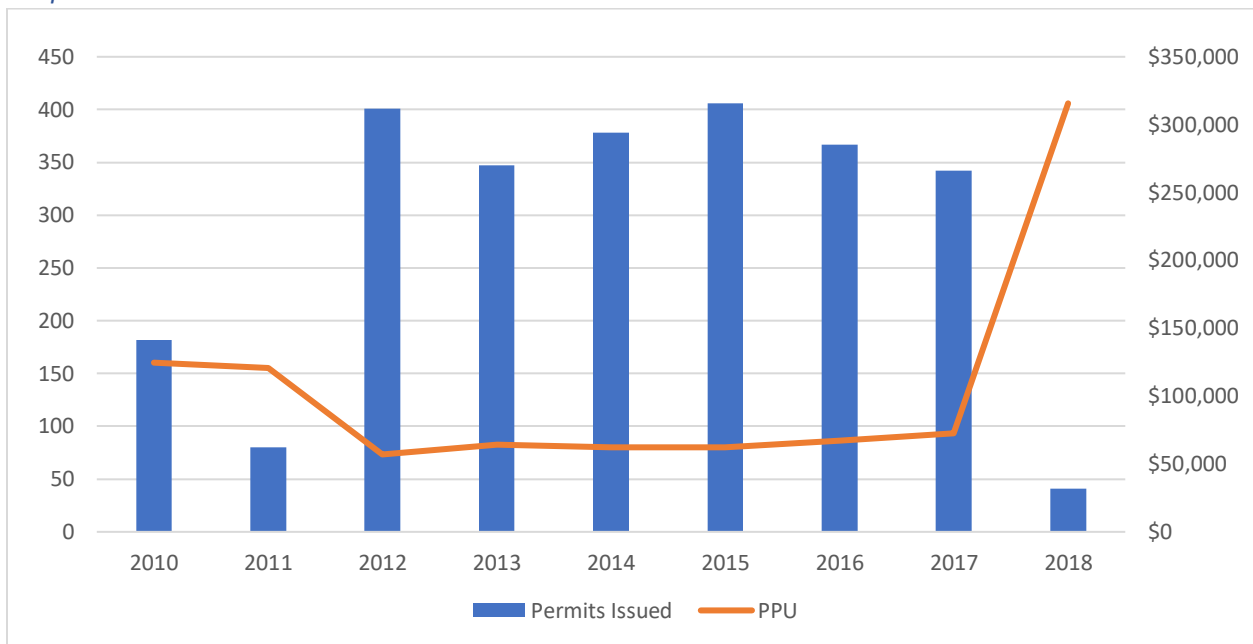
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Housing Occupancy in 2010 and 2018

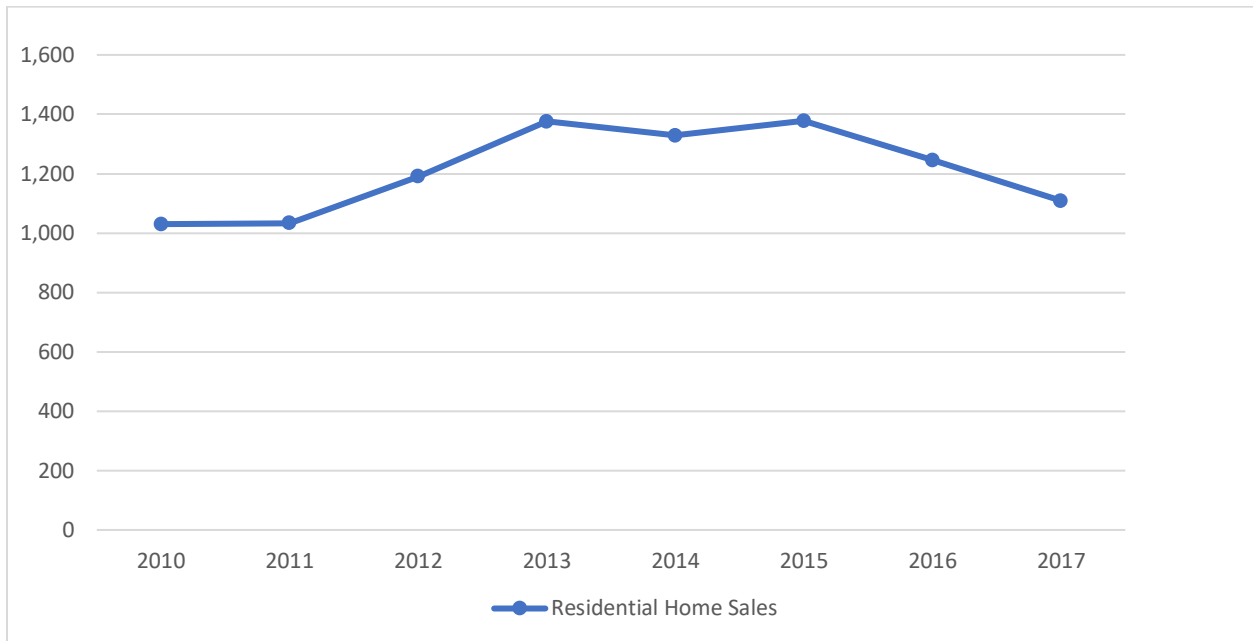
	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	36,573		39,239	
Occupied Housing Units	33,249	33,249	35,096	89.4%
Owner Occupied Units	25,183	75.7%	23,850	68.0%
Renter Occupied Units	8,066	24.3%	11,246	32.0%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$267,800	\$275,200	2.8%
Median Contract Rent	\$992	\$1,274	28.4%

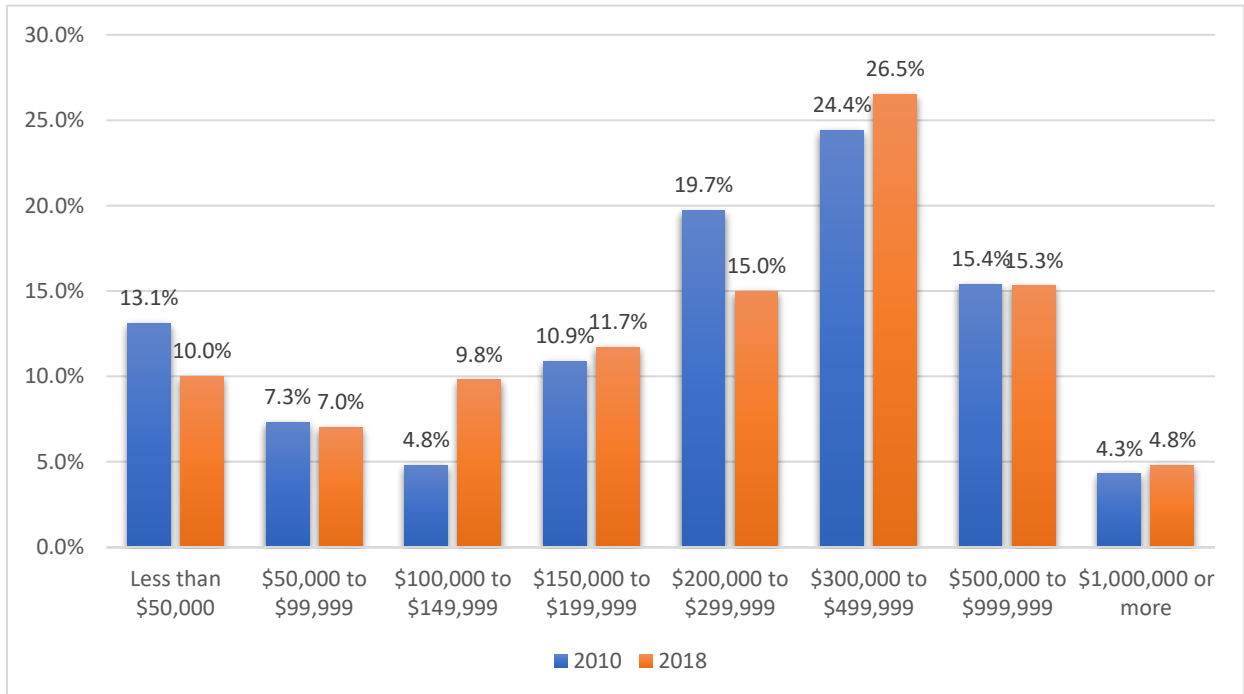
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	3,310	13.1%	2,384	10.0%
\$50,000 to \$99,999	1,845	7.3%	1,666	7.0%
\$100,000 to \$149,999	1,205	4.8%	2,329	9.8%
\$150,000 to \$199,999	2,745	10.9%	2,786	11.7%
\$200,000 to \$299,999	4,964	19.7%	3,571	15.0%
\$300,000 to \$499,999	6,133	24.4%	6,325	26.5%
\$500,000 to \$999,999	3,890	15.4%	3,652	15.3%
\$1,000,000 or more	1,091	4.3%	1,137	4.8%
<b>Total Units</b>	<b>25,183</b>	<b>100%</b>	<b>23,850</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	525	6.9%	501	4.6%
\$500 to \$999	2287	30.10%	1,434	13.3%
\$1,000 to \$1,499	3,345	44.0%	4,618	42.8%
\$1,500 or more	1,443	19.0%	4225	39.3%
Total Units	7,600	100%	10,778	100%
No rent paid	466	(X)	468	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.



## Deerfield – Data Tables

### Community Profile

Table: Age – 2010 to 2018

Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	3,949	5.2%	4,091	5.1%
5 to 9 years	3,033	4.0%	4,186	5.2%
10 to 14 years	3,373	4.5%	4,234	5.3%
15 to 19 years	3,863	5.1%	3,731	4.7%
20 to 24 years	5,312	7.1%	5,267	6.6%
25 to 34 years	9,536	12.7%	10,423	13.1%
35 to 44 years	10,676	14.2%	10,384	13.0%
45 to 54 years	10,363	13.8%	9,607	12.0%
55 to 59 years	4,597	6.1%	5,640	7.1%
60 to 64 years	4,285	5.7%	5,083	6.4%
65 to 74 years	7,247	9.6%	8,357	10.5%
75 to 84 years	5,820	7.7%	5,527	6.9%
85 years and over	3,222	4.3%	3,324	4.2%
Median Age	43	(X)	42.6	(X)

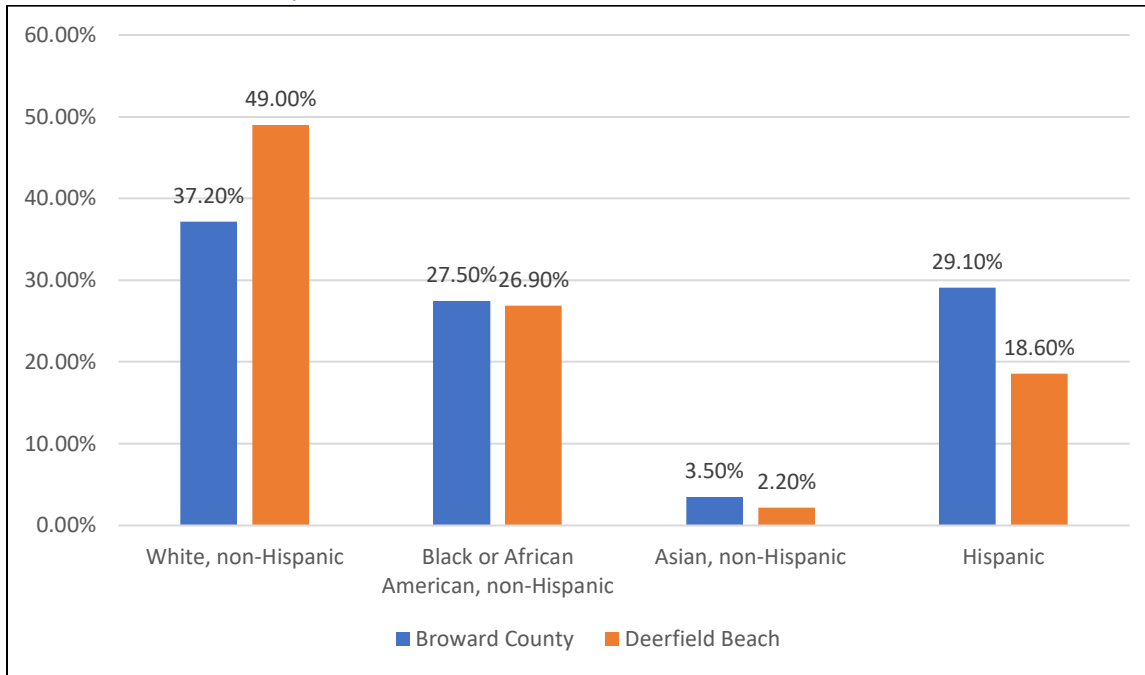
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

Table: Race and Ethnicity

	Broward County		Deerfield Beach	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	39,122	49.0%
Black or African American alone	524,739	27.5%	21,495	26.9%
American Indian and Alaska Native alone	3,188	0.2%	69	0.1%
Asian alone	67,313	3.5%	1,781	2.2%
Native Hawaiian/Other Pac Islander alone	946	0.0%	17	0.0%
Some other race alone	10,121	0.5%	792	1.0%
Two or more races	37,797	2.0%	1,713	2.1%
Hispanic or Latino (of any race)	554,609	29.1%	14,865	18.6%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Deerfield Beach	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	10,257	54,799
Employed	21.5%	67.7%	20.8%	66.9%
Not in Labor Force	74.8%	27.8%	76.7%	27.8%
Median Earnings	\$22,429	\$32,105	\$25,434	\$28,579
Below the Poverty Level	19.3%	11.2%	20.0%	11.5%

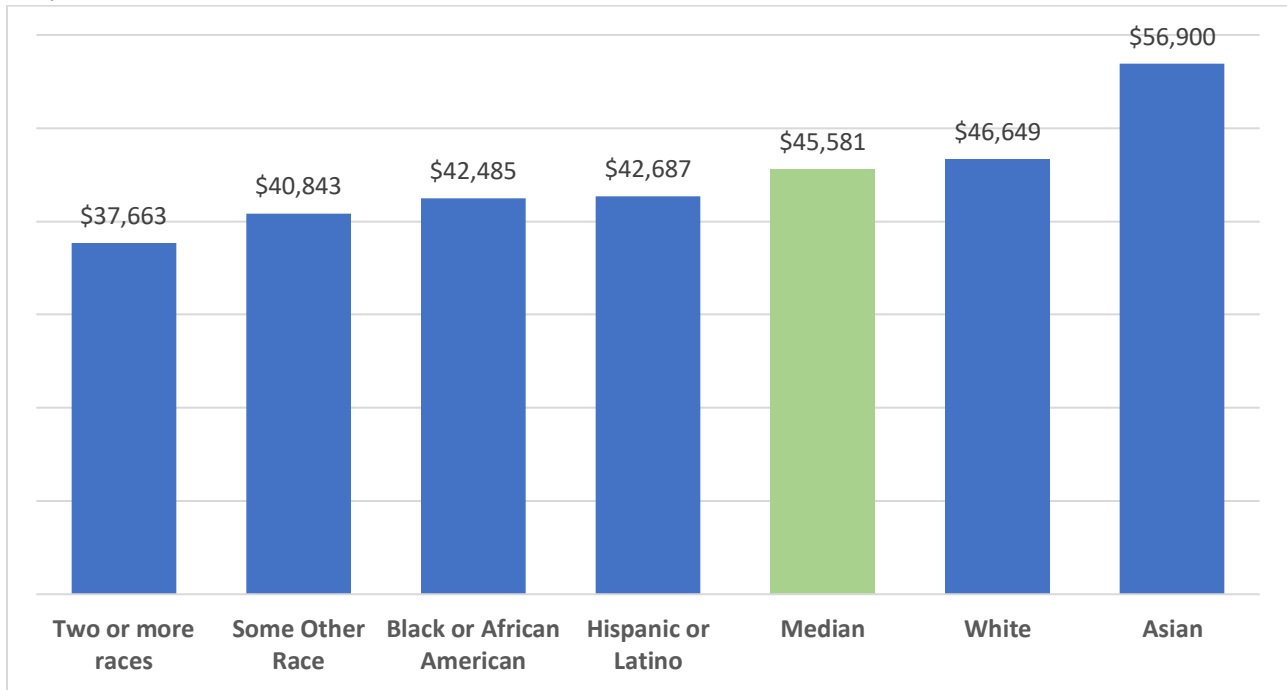
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3,781	61,243
Median Income	\$30,470	\$25,759
Labor Force Participation Rate	77.3%	81.0%
Unemployment Rate	7.6%	7.6%
Below Poverty in the Past 12 Months	429	9,180
With Any Disability	1,476	8,756

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

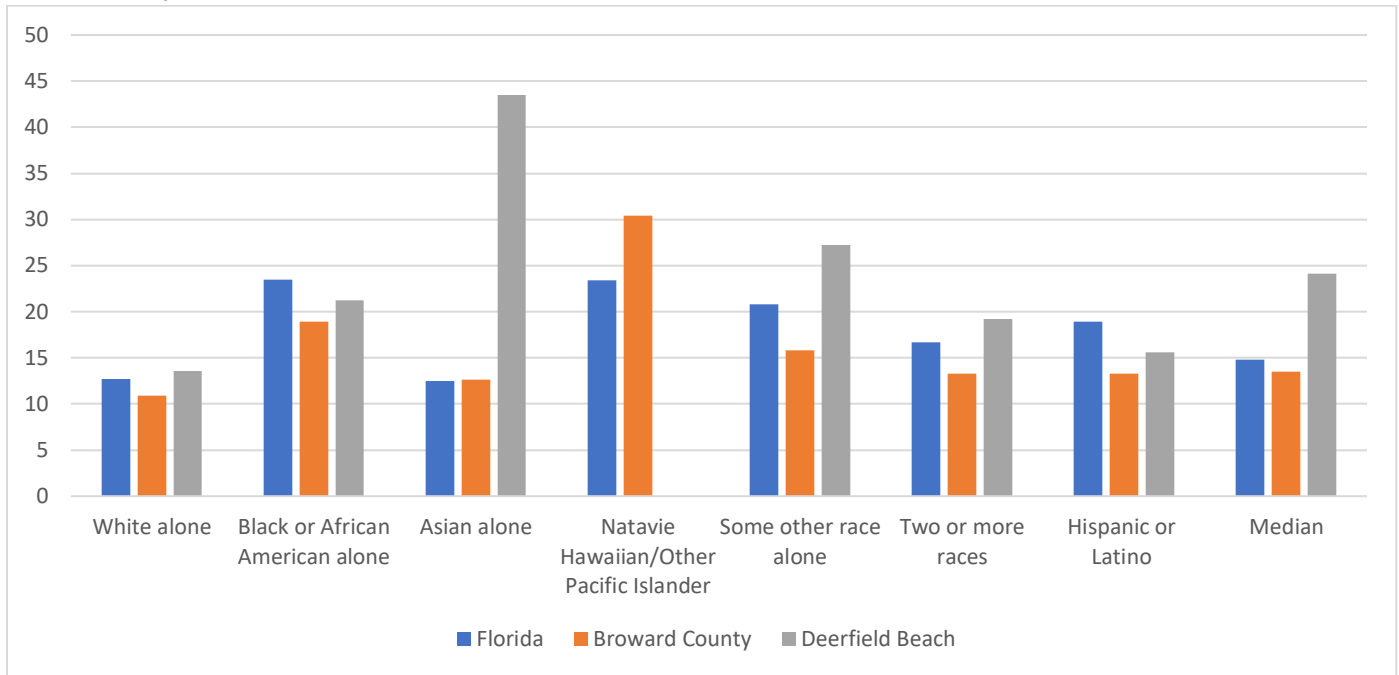
Note: Groups with a small sample size and large margin of error were removed from this visualization.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	2,724	29.20%	5,253	57.9%	1,902	15.6%
20.0 to 24.9%	1,147	12.30%	879	9.7%	1,585	13.00%
25 to 29.9%	1,030	11.00%	489	5.40%	1,322	10.80%
30 to 34.9%	1,104	11.80%	356	3.9%	932	7.60%
35% or more	3,336	35.70%	2,096	23.10%	6,449	52.90%
<b>Total Cost Burdened</b>	<b>4,440</b>	<b>47.50%</b>	<b>2,452</b>	<b>27.00%</b>	<b>7,381</b>	<b>60.50%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

Table: Commuting Methods

	Florida	Broward County	Deerfield Beach
Total Workers (16 Years and Older)	9,140,393	931,338	38,209
Car, truck, or van	88.6%	88.9%	88.4%
Drove alone	79.4%	79.9%	78.8%
Carpooled	9.2%	8.9%	9.6%
Public transportation (excluding taxicab)	1.9%	2.6%	1.5%
Walked	1.4%	1.2%	1.3%
Bicycle	0.6%	0.6%	0.8%
Taxicab, motorcycle, or other means	1.6%	1.6%	3.8%
Worked at home	5.8%	5.0%	4.1%

Source: 2014-2018 ACS 5-Yr Estimates (S0801)

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	34,788	36,627	5.3%
Less than 10 minutes	11.0%	9.0%	-18.2%
10 to 29 minutes	52.4%	62.6%	19.5%
30 to 59 minutes	33%	31.9%	-3.3%
60 or more minutes	3.8%	5.5%	44.7%
Mean travel time to work (minutes)	23.3	24.6	5.6%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)

Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	10,829	25.8%	10,369	24.9%
1-unit, attached structure	2,826	6.7%	3,668	8.8%
2 units	600	1.4%	877	2.1%
3 or 4 units	2,323	5.5%	1,816	4.4%
5-9 units	2,716	6.5%	2,677	6.4%
10-19 units	4,834	11.5%	5,127	12.3%
20 or more units	15,790	37.6%	14,694	35.3%
Mobile Home	2,072	4.9%	2,343	5.6%
Boat, RV, Van, Etc.	11	0.0%	38	0.1%
<b>Total</b>	<b>42,001</b>	<b>100%</b>	<b>41,609</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	984	2.3%	1,179	2.8%
1 bedroom	9,062	21.6%	8,582	20.6%
2 bedrooms	20,827	49.6%	20,973	50.4%
3 bedrooms	9,133	21.7%	8,576	20.6%
4 bedrooms	1,697	4.0%	1,968	4.7%
5 or more bedrooms	298	0.7%	331	0.8%
<b>Total</b>	<b>42,001</b>	<b>100%</b>	<b>41,609</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

	Florida		Broward County		Deerfield Beach	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	428	1.0%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	1,833	4.4%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	4,308	10.4%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	10,320	24.8%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	16,334	39.3%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	5,680	13.7%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	2,067	5.0%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	379	0.9%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	260	0.6%
<b>Total</b>	<b>9,348,689</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>	<b>41,609</b>	<b>100%</b>

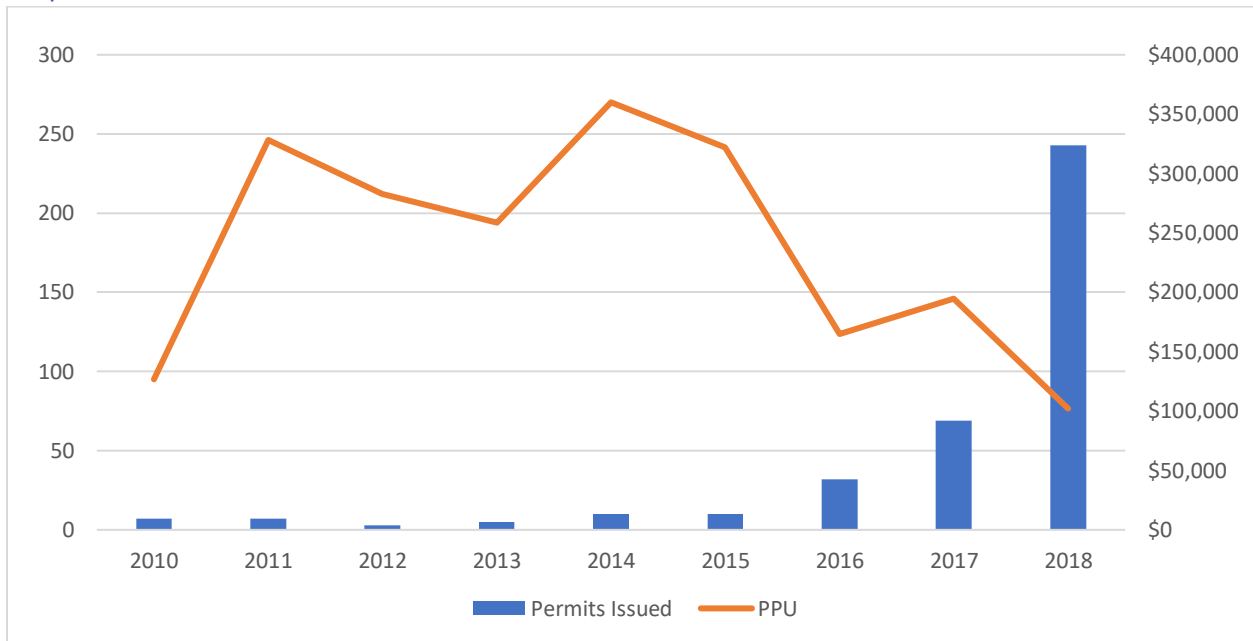
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Housing Occupancy in 2010 and 2018

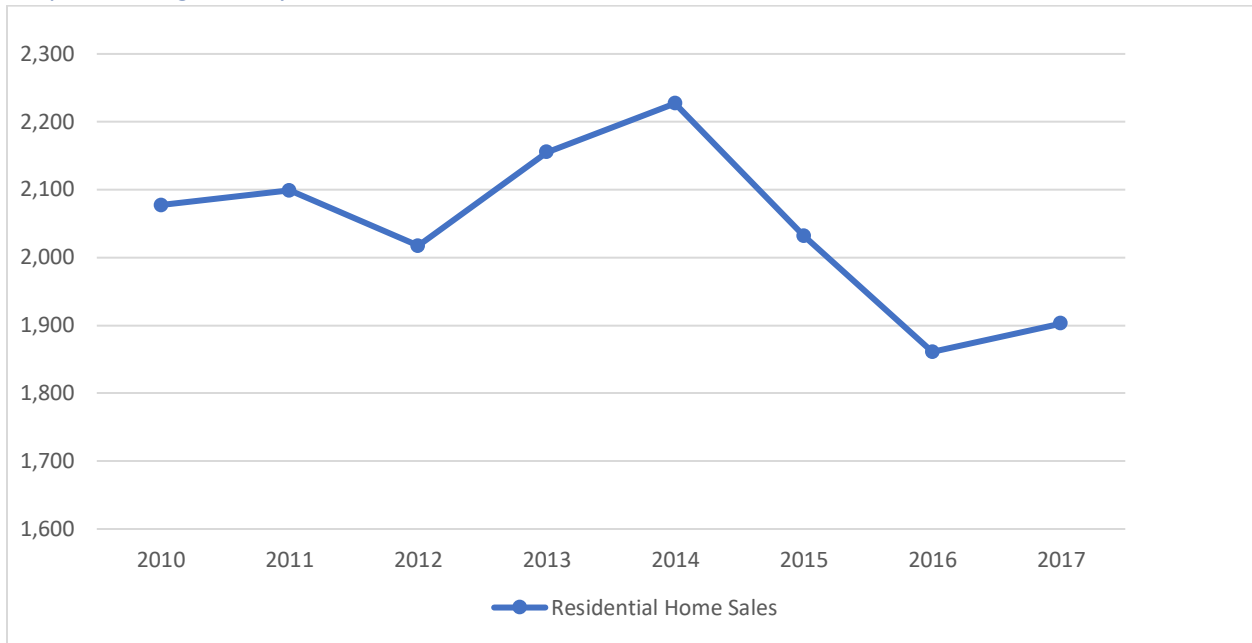
	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	42,001		41,609	
Occupied Housing Units	32,438	77.2%	31,863	76.6%
Owner Occupied Units	22,105	68.1%	18,887	59.3%
Renter Occupied Units	10,333	31.9%	12,976	40.7%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$178,600	\$153,600	-14.0%
Median Contract Rent	\$984	\$1,154	17.3%

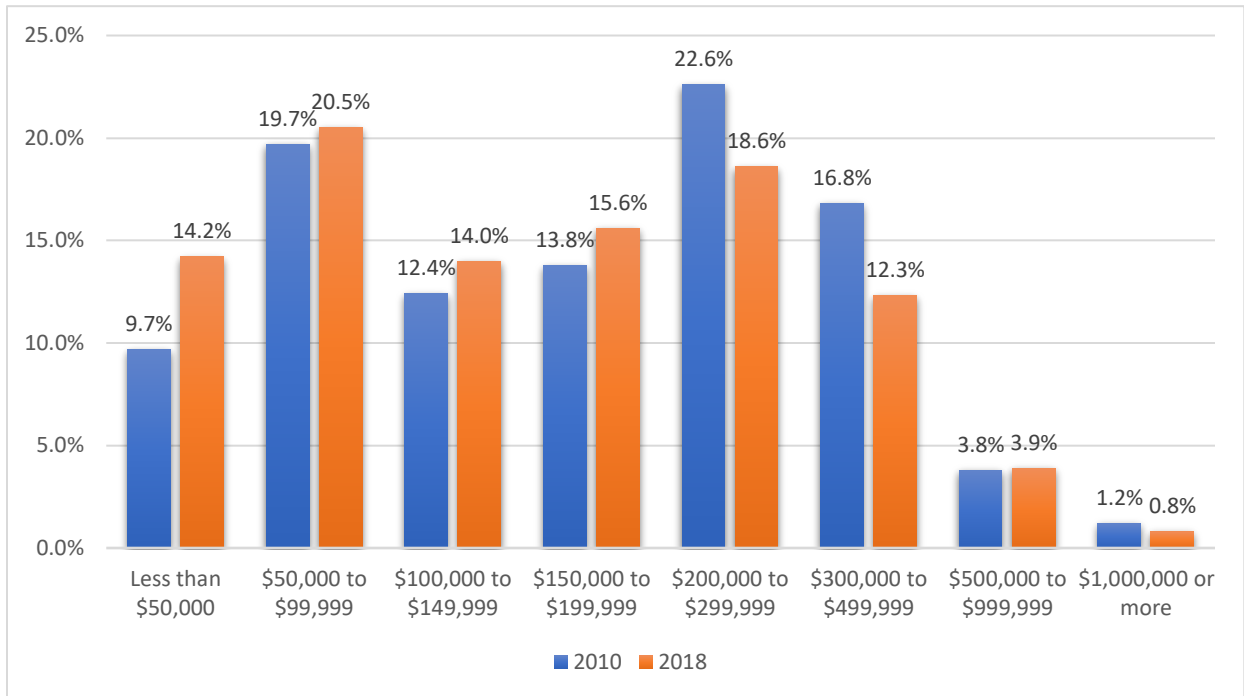
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	2,152	9.7%	18,887	14.2%
\$50,000 to \$99,999	4,346	19.7%	2,682	20.5%
\$100,000 to \$149,999	2,744	12.4%	3,877	14.0%
\$150,000 to \$199,999	3,048	13.8%	2,641	15.6%
\$200,000 to \$299,999	4,999	22.6%	2,940	18.6%
\$300,000 to \$499,999	3,715	16.8%	3,516	12.3%
\$500,000 to \$999,999	843	3.8%	2,328	3.9%
\$1,000,000 or more	258	1.2%	745	0.8%
<b>Total Units</b>	<b>22,105</b>	<b>100%</b>	<b>18,887</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	798	8.0%	627	5.0%
\$500 to \$999	2719	27.30%	2,156	17.2%
\$1,000 to \$1,499	4,567	45.9%	5,939	47.3%
\$1,500 or more	1,863	18.7%	3841	30.6%
Total Units	9,947	100%	12563	100%
No rent paid	386	(X)	413	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.



## Lauderhill – Data Tables

### Community Profile

Table: Age – 2010 to 2018

Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	5,699	8.50%	5,459	7.70%
5 to 9 years	4,888	7.30%	4,772	6.70%
10 to 14 years	4,406	6.60%	5,255	7.40%
15 to 19 years	4,820	7.20%	4,878	6.80%
20 to 24 years	4,247	6.30%	5,238	7.30%
25 to 34 years	9,800	14.60%	9,414	13.20%
35 to 44 years	9,435	14.10%	9,052	12.70%
45 to 54 years	9,192	13.70%	9,114	12.80%
55 to 59 years	3,381	5.00%	4,539	6.40%
60 to 64 years	2,981	4.40%	3,787	5.30%
65 to 74 years	4,065	6.10%	5,557	7.80%
75 to 84 years	2,668	4.00%	2,767	3.90%
85 years and over	1,545	2.30%	1,496	2.10%
Median Age	34.7	(X)	35.9	(X)

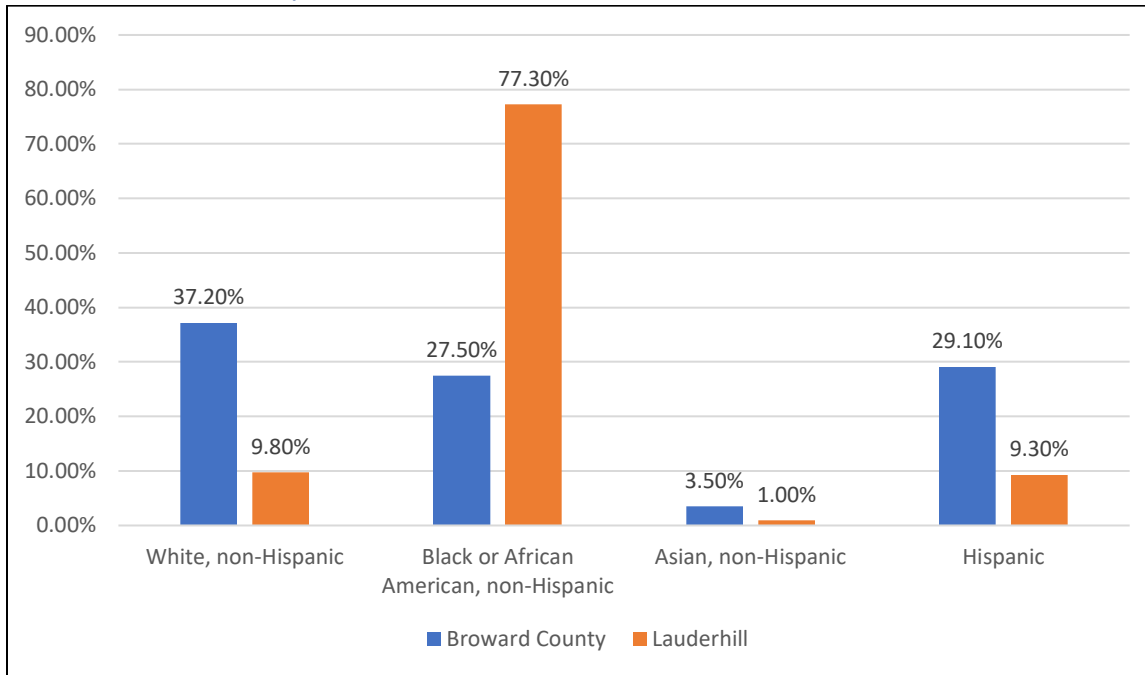
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

Table: Race and Ethnicity

	Broward County		Lauderhill	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	6,997	9.8%
Black or African American alone	524,739	27.5%	55,119	77.3%
American Indian and Alaska Native alone	3,188	0.2%	261	0.4%
Asian alone	67,313	3.5%	723	1.0%
Native Hawaiian/Other Pac Islander alone	946	0.0%	0	0.0%
Some other race alone	10,121	0.5%	469	0.7%
Two or more races	37,797	2.0%	1,134	1.6%
Hispanic or Latino (of any race)	554,609	29.1%	6,625	9.3%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Lauderhill	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	9,095	45,461
Employed	21.5%	67.7%	18.7%	66.3%
Not in Labor Force	74.8%	27.8%	77.0%	27.7%
Median Earnings	\$22,429	\$32,105	\$19,714	\$25,351
Below the Poverty Level	19.3%	11.2%	27.0%	17.6%

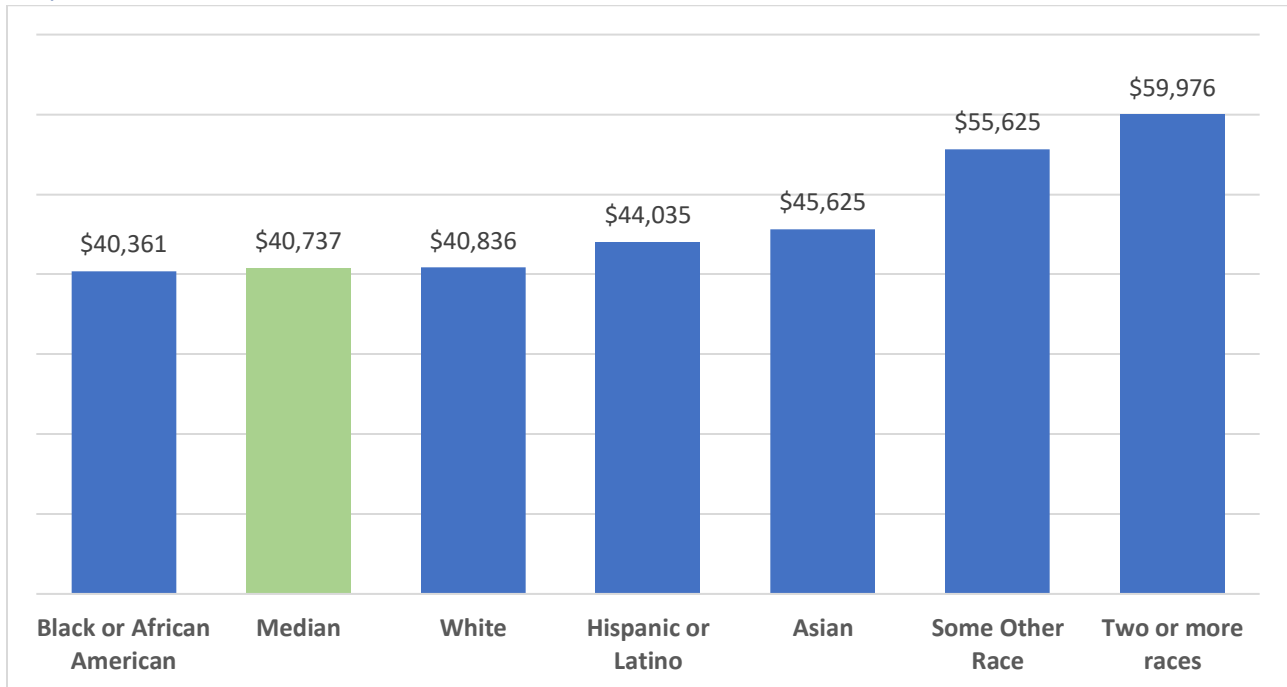
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	2,025	50,829
Median Income	\$35,036	\$21,807
Labor Force Participation Rate	76.8%	76.6%
Unemployment Rate	7.7%	8.8%
Below Poverty in the Past 12 Months	283	9,620
With Any Disability	674	8,305

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1903)

Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

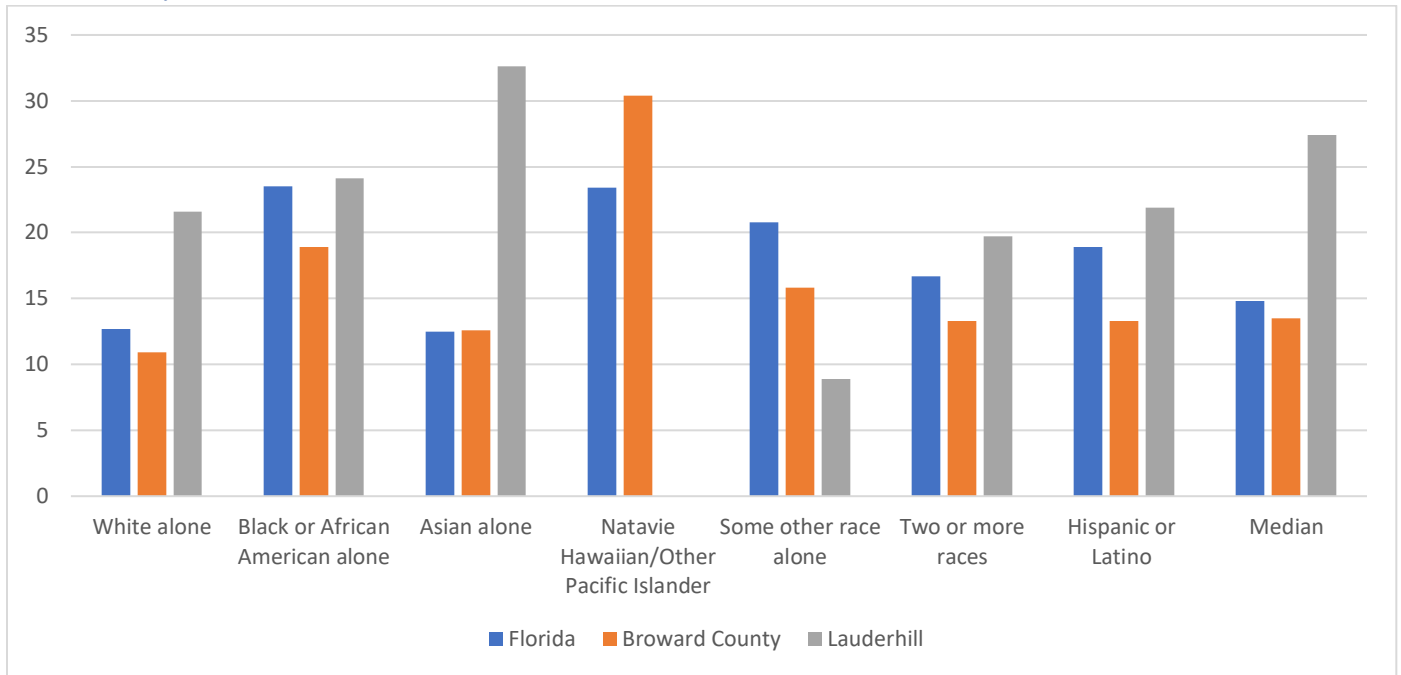
Note: Groups with a small sample size and large margin of error were removed from this visualization.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	2,137	27.90%	2,218	58.2%	982	8.9%
20.0 to 24.9%	1,298	16.90%	453	11.90%	1,007	9.10%
25 to 29.9%	618	8.10%	135	3.50%	1,250	11.30%
30 to 34.9%	603	7.90%	208	5.50%	846	7.70%
35% or more	3,013	39.30%	802	21.00%	6,942	63.00%
<b>Total Cost Burdened</b>	<b>3,616</b>	<b>47.20%</b>	<b>1,010</b>	<b>26.50%</b>	<b>7,788</b>	<b>70.70%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

*Table: Commuting Methods*

	<b>Florida</b>	<b>Broward County</b>	<b>Lauderhill</b>
Total Workers (16 Years and Older)	9,140,393	931,338	30,718
Car, truck, or van	88.6%	88.9%	87.5%
Drove alone	79.4%	79.9%	78.3%
Carpooled	9.2%	8.9%	9.2%
Public transportation (excluding taxicab)	1.9%	2.6%	6.2%
Walked	1.4%	1.2%	1.1%
Bicycle	0.6%	0.6%	0.1%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.9%
Worked at home	5.8%	5.0%	3.1%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

*Table: Commute Time*

	<b>2010</b>	<b>2018</b>	<b>% Change</b>
Workers 16 Years and Older (did not work at home)	28,778	29,764	3.4%
Less than 10 minutes	5.4%	3.8%	-29.6%
10 to 29 minutes	47.7%	51.7%	8.4%
30 to 59 minutes	37%	38.8%	4.9%
60 or more minutes	9.9%	9.6%	-3.0%
Mean travel time to work (minutes)	28.8	29.9	3.8%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

## Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	9,111	30.7%	8,640	31.1%
1-unit, attached structure	1,798	6.1%	2,104	7.6%
2 units	565	1.9%	495	1.8%
3 or 4 units	1,851	6.2%	1,456	5.2%
5-9 units	1,585	5.3%	1,710	6.2%
10-19 units	1,951	6.6%	1,322	4.8%
20 or more units	12,785	43.1%	11,764	42.3%
Mobile Home	0	0.0%	260	0.9%
Boat, RV, Van, Etc.	0	0.0%	33	0.1%
<b>Total</b>	<b>29,646</b>	<b>100%</b>	<b>27,784</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	425	1.4%	671	2.4%
1 bedroom	4,748	16.0%	4,371	15.7%
2 bedrooms	14,045	47.4%	12,716	45.8%
3 bedrooms	7,735	26.1%	7,530	27.1%
4 bedrooms	2,408	8.1%	2,199	7.9%
5 or more bedrooms	285	1.0%	297	1.1%
<b>Total</b>	<b>29,646</b>	<b>100%</b>	<b>27,784</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

	Florida		Broward County		Lauderhill	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	110	0.4%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	936	3.4%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	1,580	5.7%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	5,914	21.3%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	12,545	45.2%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	4,815	17.3%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	1,562	5.6%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	199	0.7%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	123	0.4%
<b>Total</b>	<b>9,348,689</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>	<b>27,784</b>	<b>100%</b>

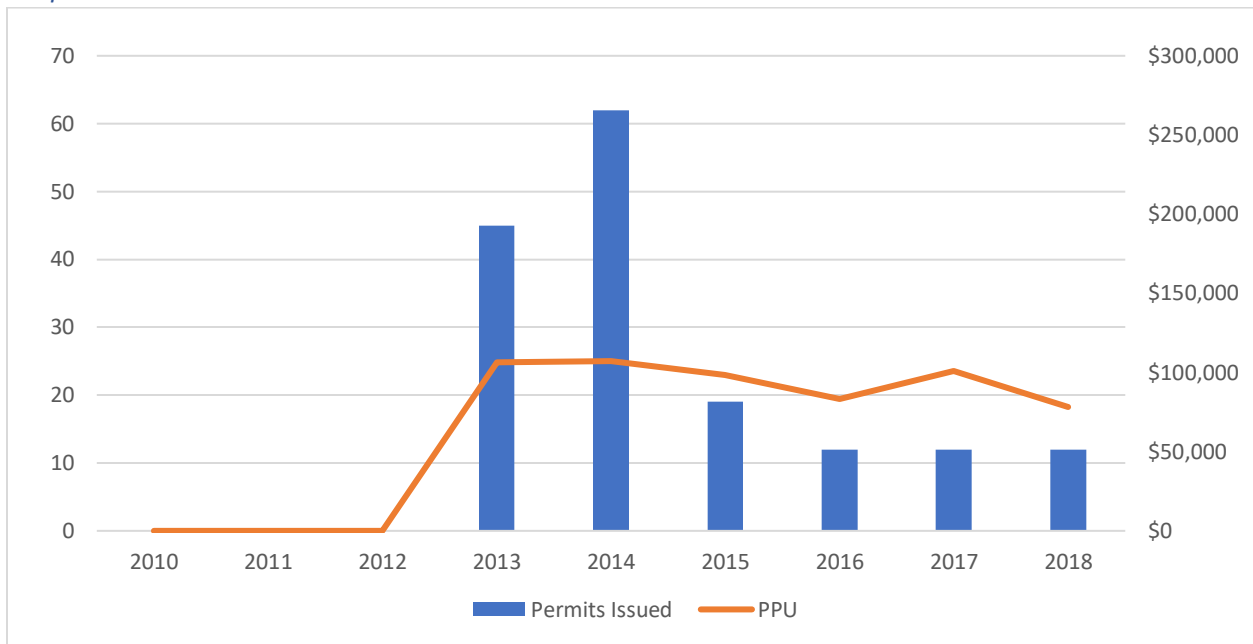
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Housing Occupancy in 2010 and 2018

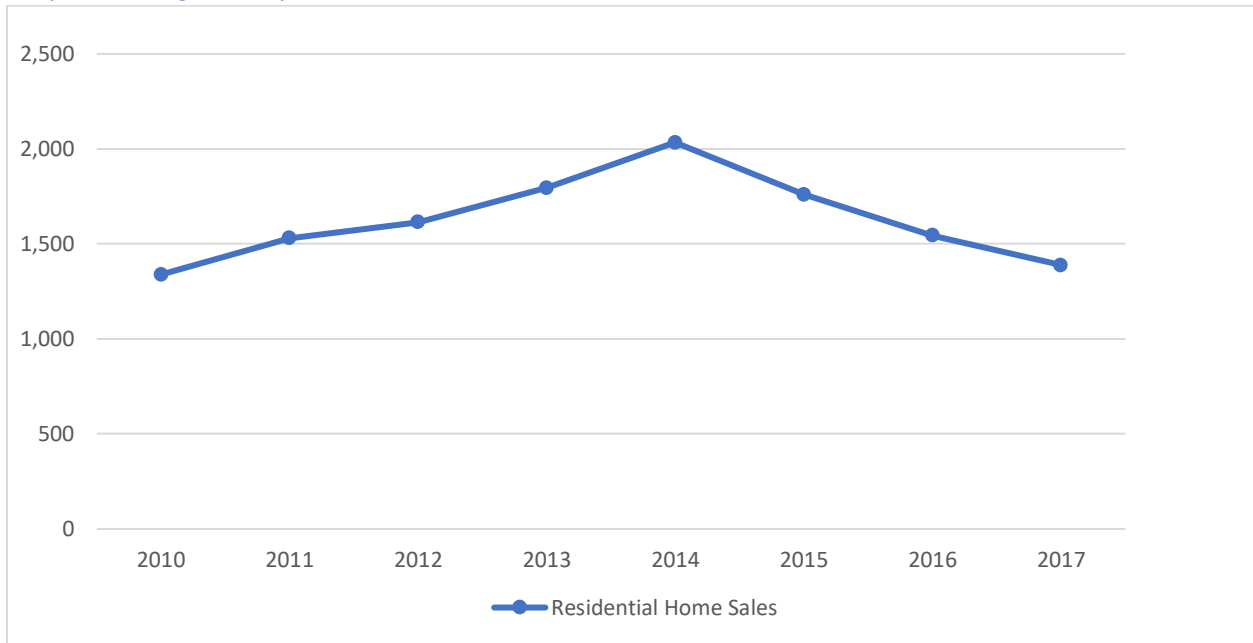
	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	29,646		27,784	
Occupied Housing Units	24,265	24,265	23,287	23,287
Owner Occupied Units	15,105	62.3%	11,714	50.3%
Renter Occupied Units	9,160	37.7%	11,573	49.7%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$162,100	\$124,400	-23.3%
Median Contract Rent	\$859	\$1,032	20.1%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

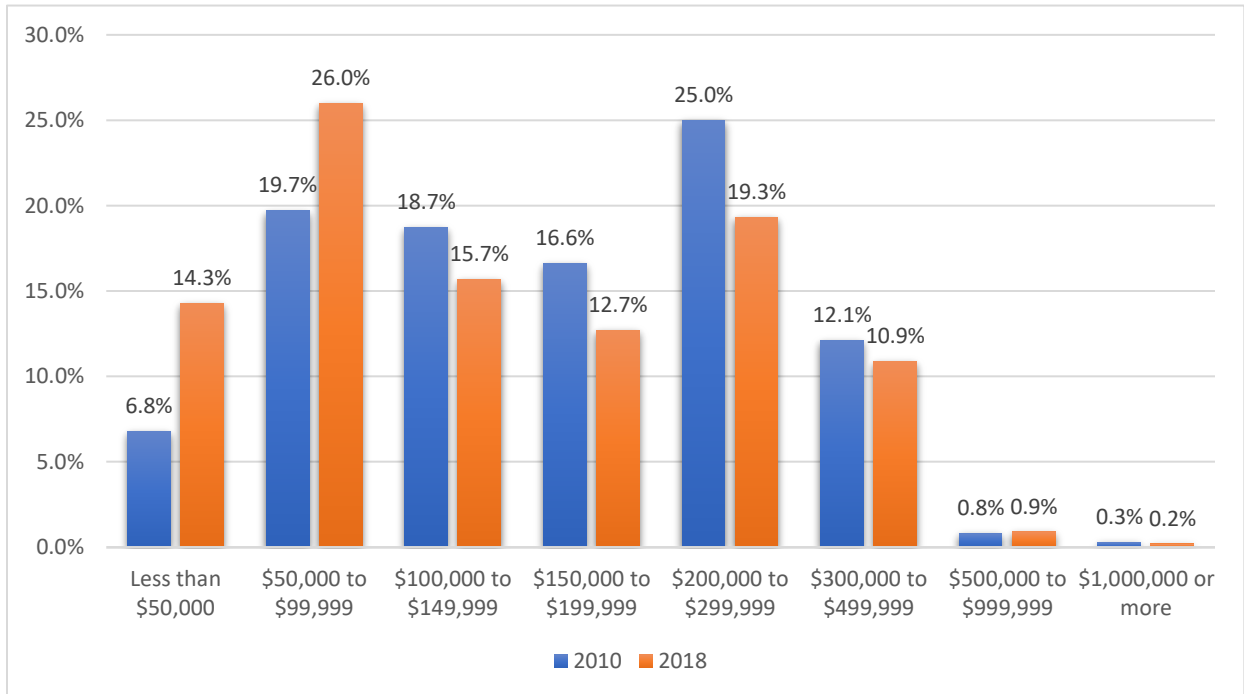
Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	1,029	6.8%	1,670	14.3%
\$50,000 to \$99,999	2,970	19.7%	3,048	26.0%
\$100,000 to \$149,999	2,826	18.7%	1,844	15.7%
\$150,000 to \$199,999	2,507	16.6%	1,490	12.7%
\$200,000 to \$299,999	3,782	25.0%	2,258	19.3%
\$300,000 to \$499,999	1,821	12.1%	1,282	10.9%
\$500,000 to \$999,999	120	0.8%	101	0.9%
\$1,000,000 or more	50	0.3%	21	0.2%
<b>Total Units</b>	<b>15,105</b>	<b>100%</b>	<b>11,714</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)



Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	474	5.3%	446	3.9%
\$500 to \$999	4,185	47.5%	2,859	25.3%
\$1,000 to \$1,499	3,370	38.3%	5,545	49.1%
\$1,500 or more	774	8.8%	2,452	21.7%
Total Units	8,803	100%	11,302	100%
No rent paid	357	(X)	271	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

## Margate – Data Tables

### Community Profile

Table: Age – 2010 to 2018

Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	2,942	5.5%	2,865	5.0%
5 to 9 years	3,047	5.7%	2,545	4.4%
10 to 14 years	2,820	5.3%	2,851	5.0%
15 to 19 years	2,870	5.4%	2,435	4.2%
20 to 24 years	2,977	5.6%	2,939	5.1%
25 to 34 years	7,095	13.2%	7,469	13.0%
35 to 44 years	7,577	14.1%	7,066	12.3%
45 to 54 years	7,294	13.6%	7,971	13.9%
55 to 59 years	3,755	7.0%	4,378	7.6%
60 to 64 years	3,164	5.9%	4,103	7.1%
65 to 74 years	4,815	9.0%	7,102	12.4%
75 to 84 years	3,440	6.4%	3,960	6.9%
85 years and over	1,804	3.4%	1,743	3.0%
Median Age	41.9	(X)	45.8	(X)

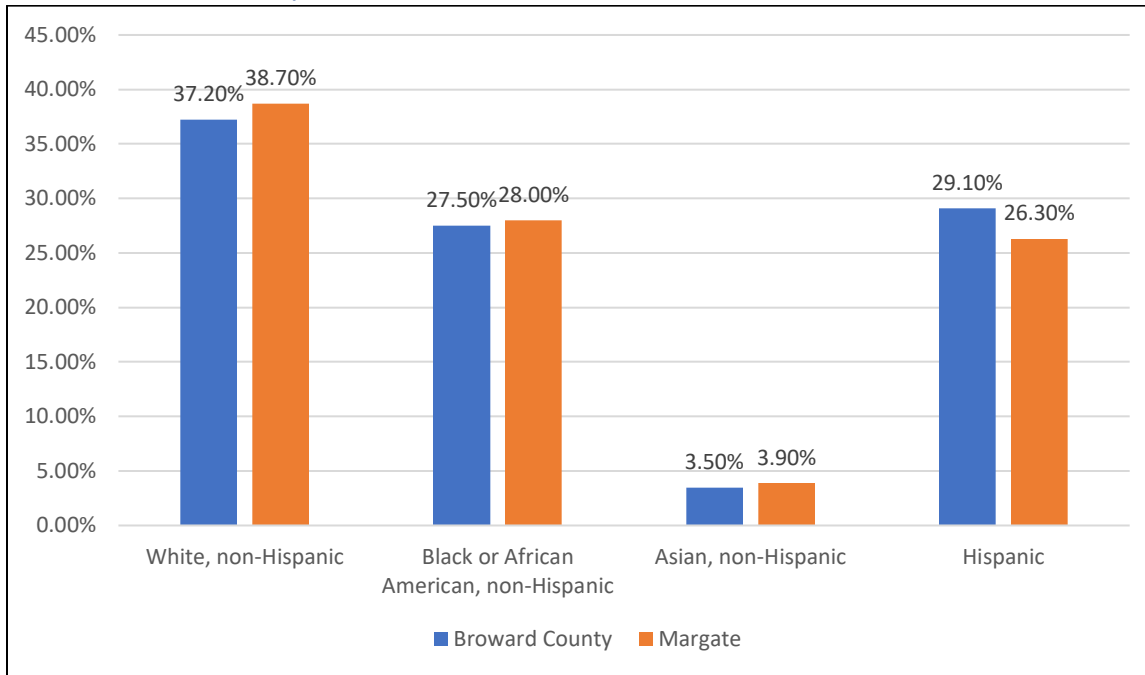
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

Table: Race and Ethnicity

	Broward County		Margate	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	22,200	38.7%
Black or African American alone	524,739	27.5%	16,069	28.0%
American Indian and Alaska Native alone	3,188	0.2%	36	0.1%
Asian alone	67,313	3.5%	2,240	3.9%
Native Hawaiian/Other Pac Islander alone	946	0.0%	0	0.0%
Some other race alone	10,121	0.5%	377	0.7%
Two or more races	37,797	2.0%	1,426	2.5%
Hispanic or Latino (of any race)	554,609	29.1%	15,079	26.3%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Margate	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	8,027	40,672
Employed	21.5%	67.7%	18.4%	70.3%
Not in Labor Force	74.8%	27.8%	79.1%	25.8%
Median Earnings	\$22,429	\$32,105	\$15,954	\$29,171
Below the Poverty Level	19.3%	11.2%	27.0%	17.6%

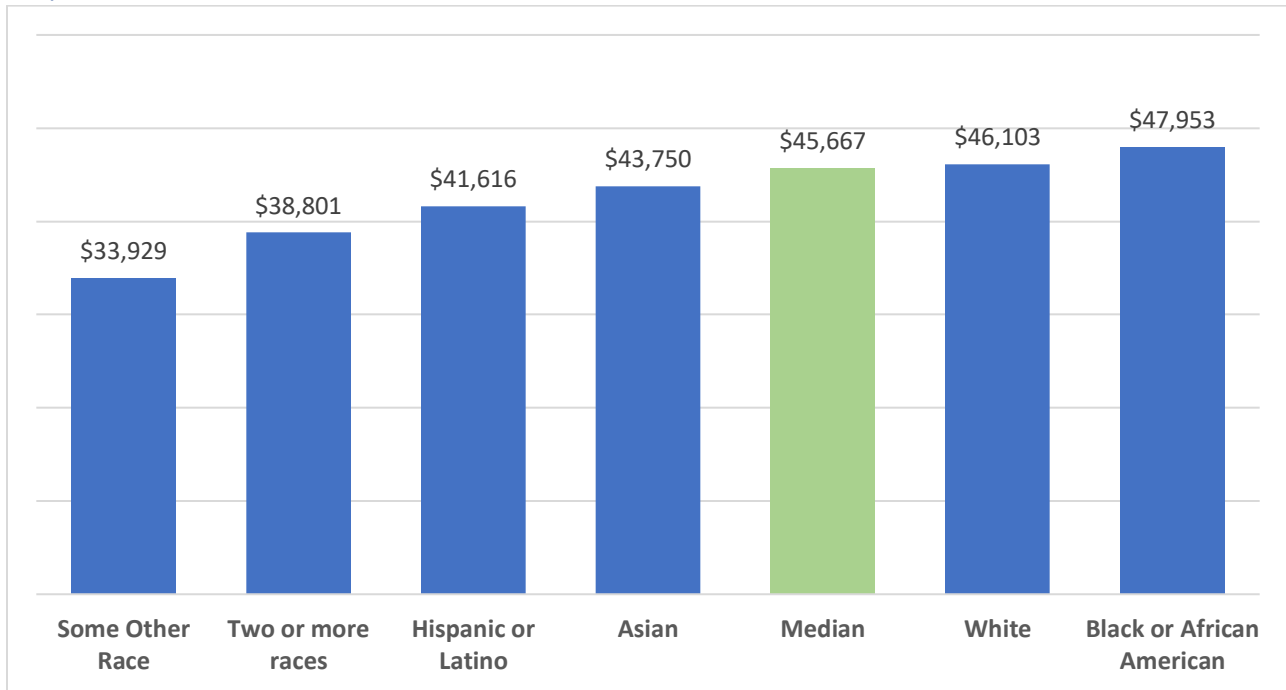
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3,001	44,754
Median Income	\$30,517	\$25,700
Labor Force Participation Rate	86.2%	83.0%
Unemployment Rate	1.4%	5.6%
Below Poverty in the Past 12 Months	131	4,991
With Any Disability	877	7,138

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

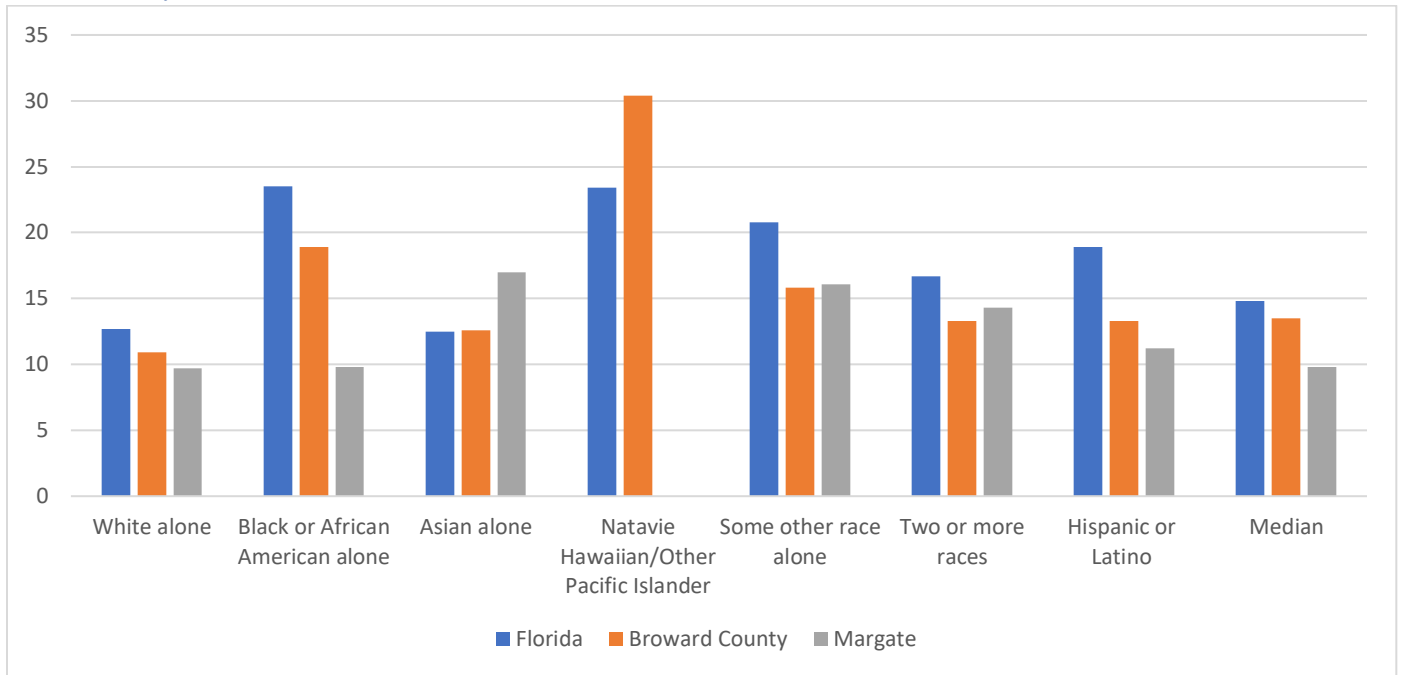
Note: Groups with a small sample size and large margin of error were removed from this visualization.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	3,009	31.10%	3,415	56.4%	773	12.7%
20.0 to 24.9%	1,529	15.80%	557	9.2%	818	13.40%
25 to 29.9%	1,257	13.00%	549	9.10%	368	6.00%
30 to 34.9%	783	8.10%	387	6.40%	646	10.60%
35% or more	3,108	32.10%	1,147	18.90%	3,489	57.30%
<b>Total Cost Burdened</b>	<b>3,891</b>	<b>40.20%</b>	<b>1,534</b>	<b>25.30%</b>	<b>4,135</b>	<b>67.90%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

*Table: Commuting Methods*

	<b>Florida</b>	<b>Broward County</b>	<b>Margate</b>
Total Workers (16 Years and Older)	9,140,393	931,338	29,531
Car, truck, or van	88.6%	88.9%	92.2%
Drove alone	79.4%	79.9%	83.5%
Carpooled	9.2%	8.9%	8.7%
Public transportation (excluding taxicab)	1.9%	2.6%	1.8%
Walked	1.4%	1.2%	0.6%
Bicycle	0.6%	0.6%	0.4%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.4%
Worked at home	5.8%	5.0%	3.6%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

*Table: Commute Time*

	<b>2010</b>	<b>2018</b>	<b>% Change</b>
Workers 16 Years and Older (did not work at home)	25,185	28,467	11.6%
Less than 10 minutes	7.5%	7.4%	-1.3%
10 to 29 minutes	45.8%	55.8%	21.8%
30 to 59 minutes	40.5%	38.5%	-4.9%
60 or more minutes	6.2%	5.7%	-8.0%
Mean travel time to work (minutes)	26.8	26.8	0%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

## Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	10,846	41.9%	11,449	42.7%
1-unit, attached structure	1,744	6.7%	1,545	5.8%
2 units	240	0.9%	262	1.0%
3 or 4 units	701	2.7%	694	2.6%
5-9 units	1,595	6.2%	1,459	5.4%
10-19 units	3,688	14.3%	4,342	16.2%
20 or more units	6,026	23.3%	5,962	22.2%
Mobile Home	1,025	4.0%	1,033	3.9%
Boat, RV, Van, Etc.	0	0.0%	53	0.2%
<b>Total</b>	<b>25,865</b>	<b>100%</b>	<b>26,799</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	122	0.5%	737	2.8%
1 bedroom	3,958	15.3%	3,318	12.4%
2 bedrooms	11,487	44.4%	12,636	47.2%
3 bedrooms	7,885	30.5%	7,968	29.7%
4 bedrooms	2,272	8.8%	2,022	7.5%
5 or more bedrooms	141	0.5%	118	0.4%
<b>Total</b>	<b>25,865</b>	<b>100%</b>	<b>26,799</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

	Florida		Broward County		Margate	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	163	0.6%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	1,160	4.3%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	3,817	14.2%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	5,400	20.2%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	11,985	44.7%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	2,965	11.1%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	950	3.5%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	212	0.8%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	147	0.5%
<b>Total</b>	<b>9,348,689</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>	<b>26,799</b>	<b>100%</b>

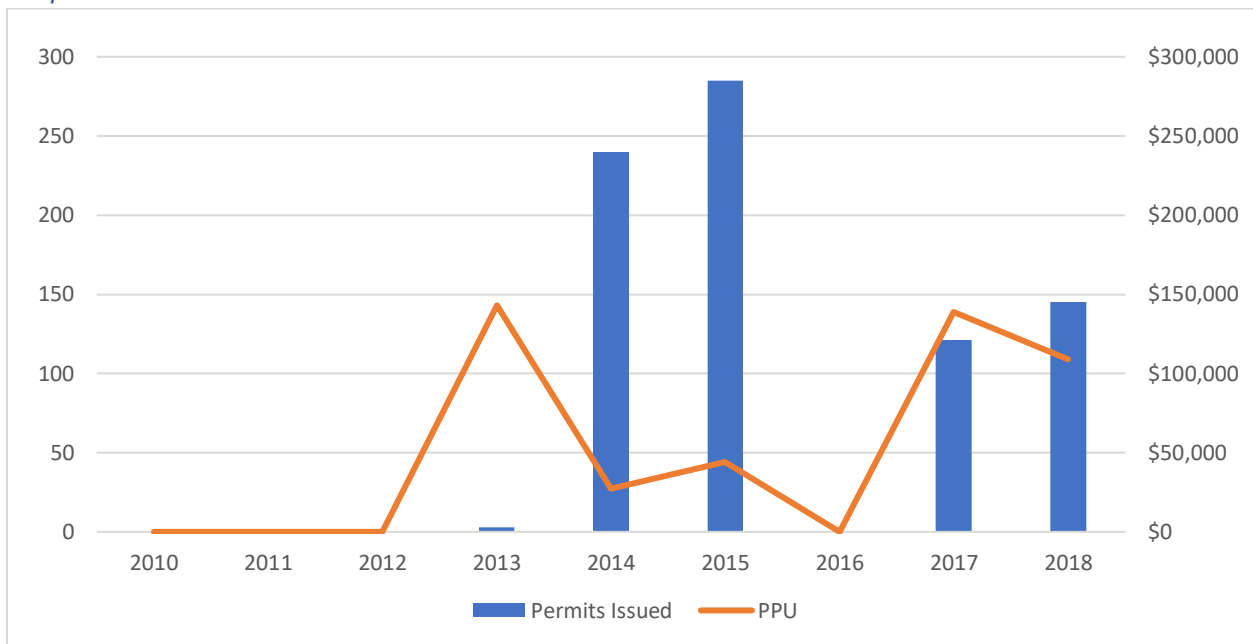
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Housing Occupancy in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	25,865		26,799	
Occupied Housing Units	21,895	84.7%	22,330	83.3%
Owner Occupied Units	17,141	78.3%	15,966	71.5%
Renter Occupied Units	4,754	21.7%	6,364	28.5%

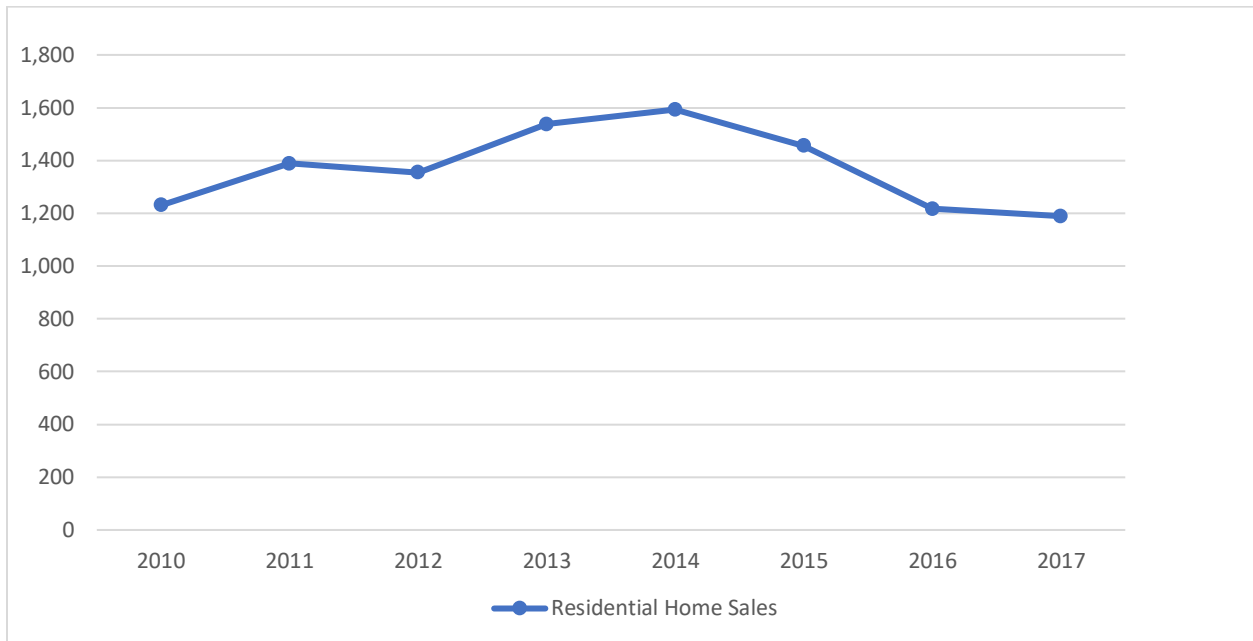
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Price Per Unit and Construction Permits Issued





Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$169,100	\$172,900	2.2%
Median Contract Rent	\$1,072	\$1,167	8.9%

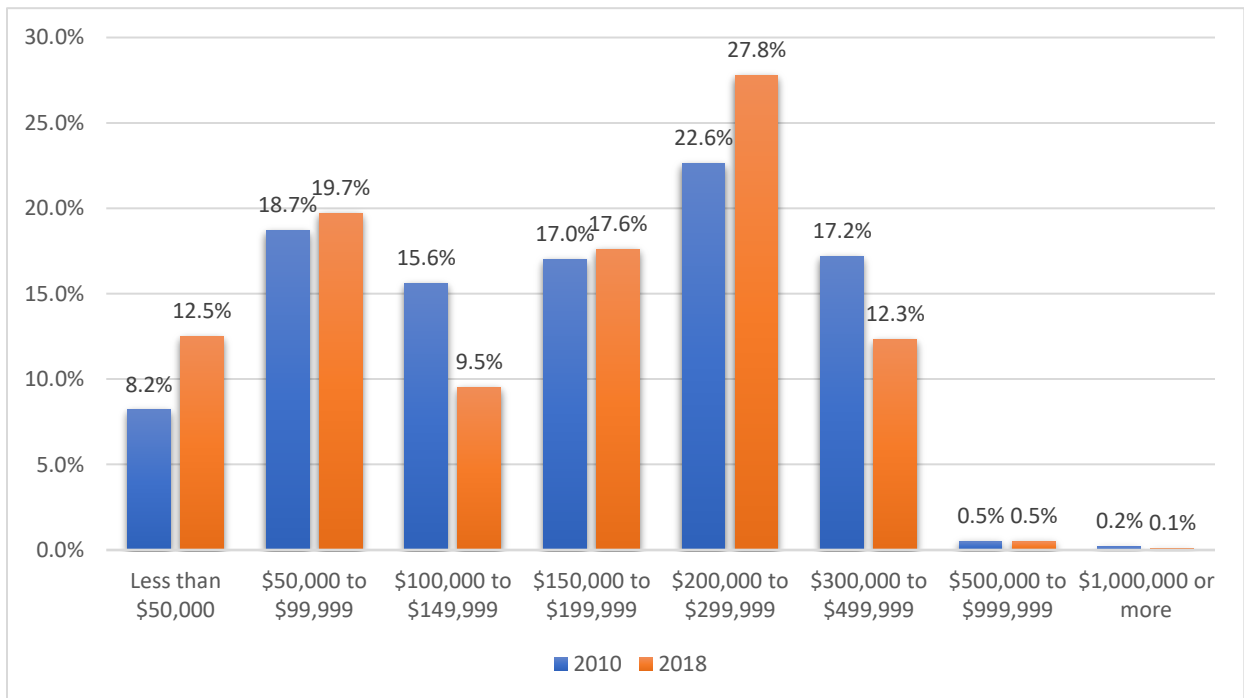
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	1,402	8.2%	1,993	12.5%
\$50,000 to \$99,999	3,203	18.7%	3,149	19.7%
\$100,000 to \$149,999	2,676	15.6%	1,524	9.5%
\$150,000 to \$199,999	2,909	17.0%	2,815	17.6%
\$200,000 to \$299,999	3,874	22.6%	4,434	27.8%
\$300,000 to \$499,999	2,948	17.2%	1,960	12.3%
\$500,000 to \$999,999	94	0.5%	72	0.5%
\$1,000,000 or more	35	0.2%	19	0.1%
<b>Total Units</b>	<b>17,141</b>	<b>100%</b>	<b>15,966</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	81	1.8%	196	3.2%
\$500 to \$999	994	22.0%	1,375	22.2%
\$1,000 to \$1,499	2,357	52.3%	2,624	42.3%
\$1,500 or more	1,074	23.8%	2,005	32.4%
Total Units	4,506	100%	6,200	100%
No rent paid	248	(X)	164	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

## Miramar – Data Tables

### Community Profile

Table: Age – 2010 to 2018

Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	9,144	8.0%	8,965	6.5%
5 to 9 years	9,044	8.0%	8,989	6.5%
10 to 14 years	9,905	8.7%	9,494	6.9%
15 to 19 years	9,028	7.9%	9,206	6.7%
20 to 24 years	7,796	6.9%	9,770	7.1%
25 to 34 years	16,244	14.3%	19,697	14.3%
35 to 44 years	18,818	16.5%	21,831	15.8%
45 to 54 years	16,255	14.3%	21,156	15.3%
55 to 59 years	5,687	5.0%	8,554	6.2%
60 to 64 years	3,958	3.5%	6,586	4.8%
65 to 74 years	4,700	4.1%	8,451	6.1%
75 to 84 years	2,651	2.3%	4,204	3.0%
85 years and over	477	0.4%	1,265	0.9%
Median Age	32.6	(X)	36.2	(X)

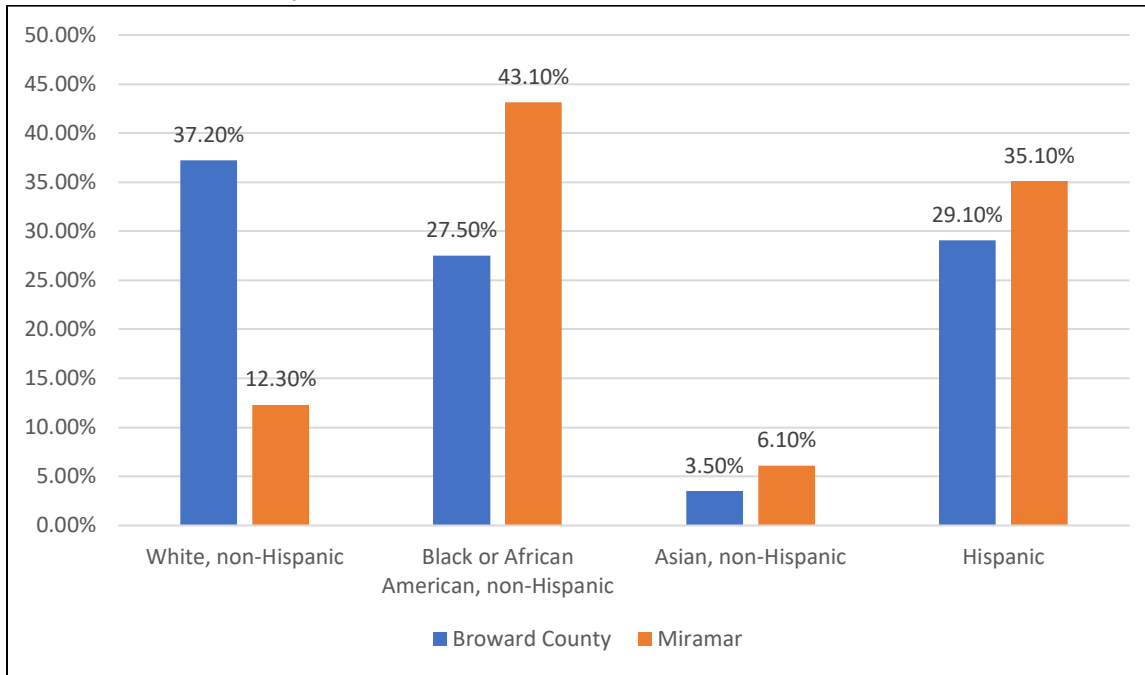
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

Table: Race and Ethnicity

	Broward County		Miramar	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	16,940	12.3%
Black or African American alone	524,739	27.5%	59,613	43.1%
American Indian and Alaska Native alone	3,188	0.2%	80	0.1%
Asian alone	67,313	3.5%	8,391	6.1%
Native Hawaiian/Other Pac Islander alone	946	0.0%	0	0.0%
Some other race alone	10,121	0.5%	807	0.6%
Two or more races	37,797	2.0%	3,904	2.8%
Hispanic or Latino (of any race)	554,609	29.1%	48,433	35.1%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Miramar	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	8,321	100,483
Employed	21.5%	67.7%	23.1%	68.3%
Not in Labor Force	74.8%	27.8%	72.7%	27.9%
Median Earnings	\$22,429	\$32,105	\$26,201	\$36,035
Below the Poverty Level	19.3%	11.2%	27.0%	17.6%

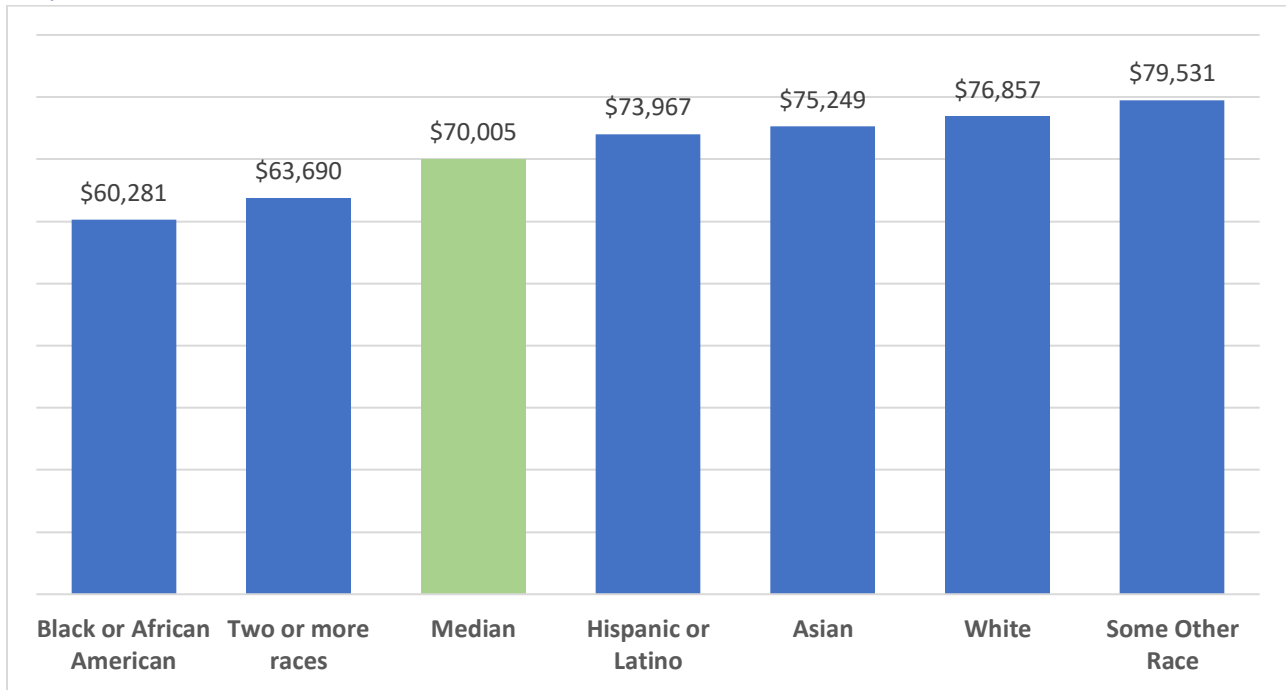
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	2,898	102,133
Median Income	\$45,794	\$31,585
Labor Force Participation Rate	94.5%	78.6%
Unemployment Rate	6.8%	5.3%
Below Poverty in the Past 12 Months	226	9,610
With Any Disability	497	7,663

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Data Source: 2014-2018 American Community Survey 5-Yr Estimates (S1903)

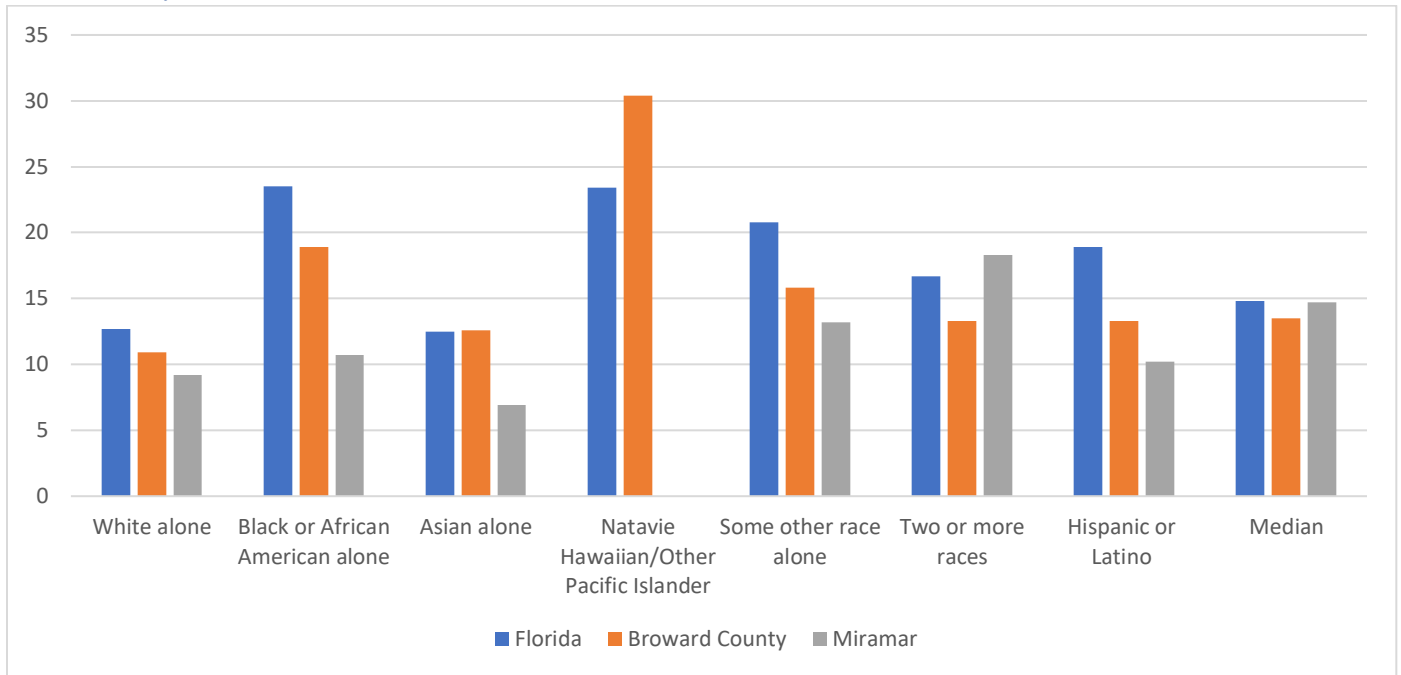
Note: Groups with a small sample size and large margin of error were removed from this visualization.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	5,775	29.40%	5,885	75.4%	1,576	13.8%
20.0 to 24.9%	2,966	15.10%	407	5.2%	1,453	12.70%
25 to 29.9%	2,589	13.20%	212	2.70%	1,227	10.70%
30 to 34.9%	1,673	8.50%	111	1.4%	1,803	15.80%
35% or more	6,671	33.90%	1,193	15.30%	5,359	46.90%
<b>Total Cost Burdened</b>	<b>8,344</b>	<b>42.40%</b>	<b>1,304</b>	<b>16.70%</b>	<b>7,162</b>	<b>62.70%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

*Table: Commuting Methods*

	<b>Florida</b>	<b>Broward County</b>	<b>Miramar</b>
Total Workers (16 Years and Older)	9,140,393	931,338	69,616
Car, truck, or van	88.6%	88.9%	95.1%
Drove alone	79.4%	79.9%	88.5%
Carpooled	9.2%	8.9%	6.6%
Public transportation (excluding taxicab)	1.9%	2.6%	1.6%
Walked	1.4%	1.2%	0.1%
Bicycle	0.6%	0.6%	0.2%
Taxicab, motorcycle, or other means	1.6%	1.6%	0.9%
Worked at home	5.8%	5.0%	2.2%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

*Table: Commute Time*

	<b>2010</b>	<b>2018</b>	<b>% Change</b>
Workers 16 Years and Older (did not work at home)	52,244	68,084	30.3%
Less than 10 minutes	5.2%	4.4%	-15.4%
10 to 29 minutes	39.2%	49%	25%
30 to 59 minutes	47%	42.3%	-10%
60 or more minutes	9.0%	8.7%	-3.3%
Mean travel time to work (minutes)	30.9	29.9	-3.2%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

## Housing Profile

*Table: Property Type in 2010 and 2018*

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	24,233	63.5%	29,382	66.5%
1-unit, attached structure	5,097	13.4%	4,823	10.9%
2 units	608	1.6%	482	1.1%
3 or 4 units	762	2.0%	609	1.4%
5-9 units	923	2.4%	1,688	3.8%
10-19 units	2,152	5.6%	2,619	5.9%
20 or more units	3,708	9.7%	3,072	6.9%
Mobile Home	657	1.7%	1,530	3.5%
Boat, RV, Van, Etc.	0	0.0%	0	0.0%
<b>Total</b>	<b>25,865</b>	<b>100%</b>	<b>26,799</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

*Table: Unit Size*

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	309	0.8%	496	1.1%
1 bedroom	2,067	5.4%	2,398	5.4%
2 bedrooms	8,439	22.1%	11,037	25.0%
3 bedrooms	15,522	40.7%	17,653	39.9%
4 bedrooms	8,395	22.0%	9,418	21.3%
5 or more bedrooms	3,408	8.9%	3,203	7.2%
<b>Total</b>	<b>38,140</b>	<b>100%</b>	<b>44,205</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

*Table: Year Unit Built*

	Florida		Broward County		Miramar	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	1,667	3.8%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	15,522	35.1%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	11,270	25.5%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	4,254	9.6%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	3,804	8.6%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	5,059	11.4%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	2,446	5.5%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	136	0.3%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	47	0.1%
<b>Total</b>	<b>9,348,689</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>	<b>44,205</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

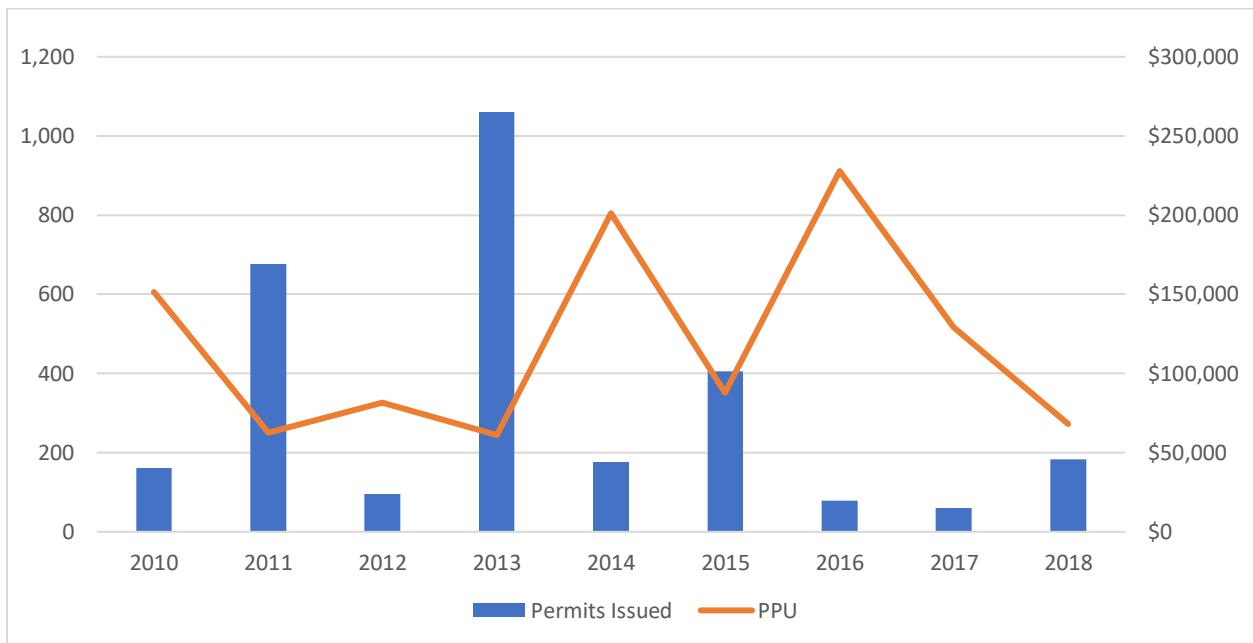


Table: Housing Occupancy in 2010 and 2018

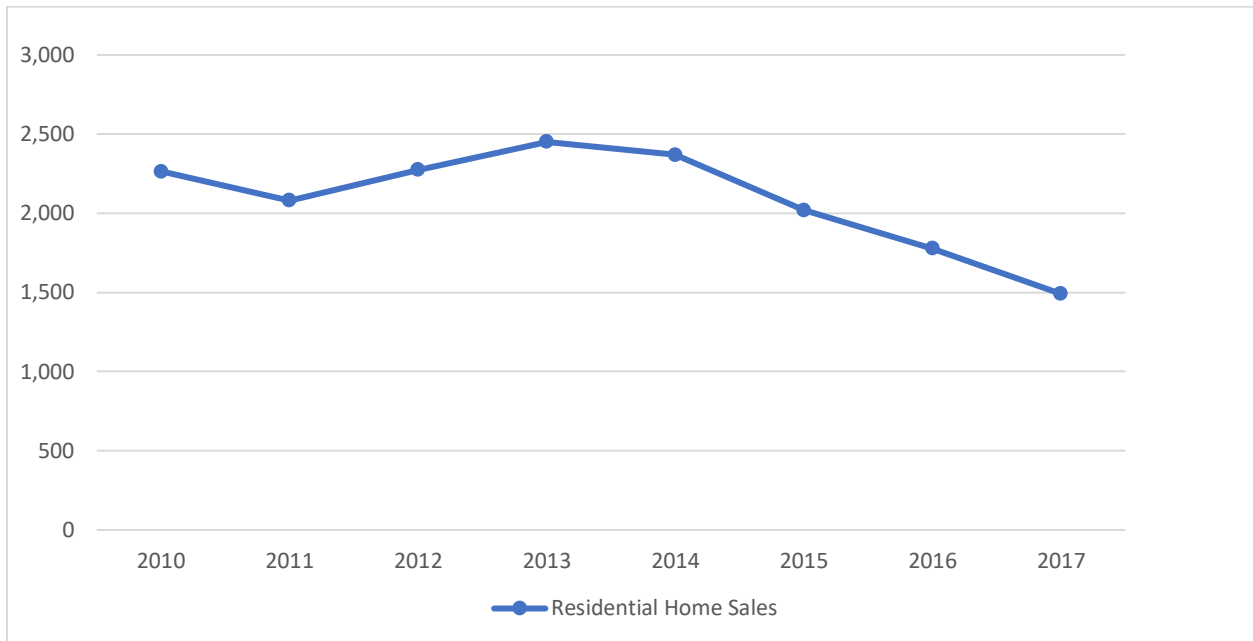
	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	38,140		44,205	
Occupied Housing Units	34,254	89.8%	39,759	89.9%
Owner Occupied Units	26,025	76.0%	27,695	69.7%
Renter Occupied Units	8,229	24.0%	12,064	30.3%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$297,000	\$279,900	-5.8%
Median Contract Rent	\$1,251	\$1,328	6.2%

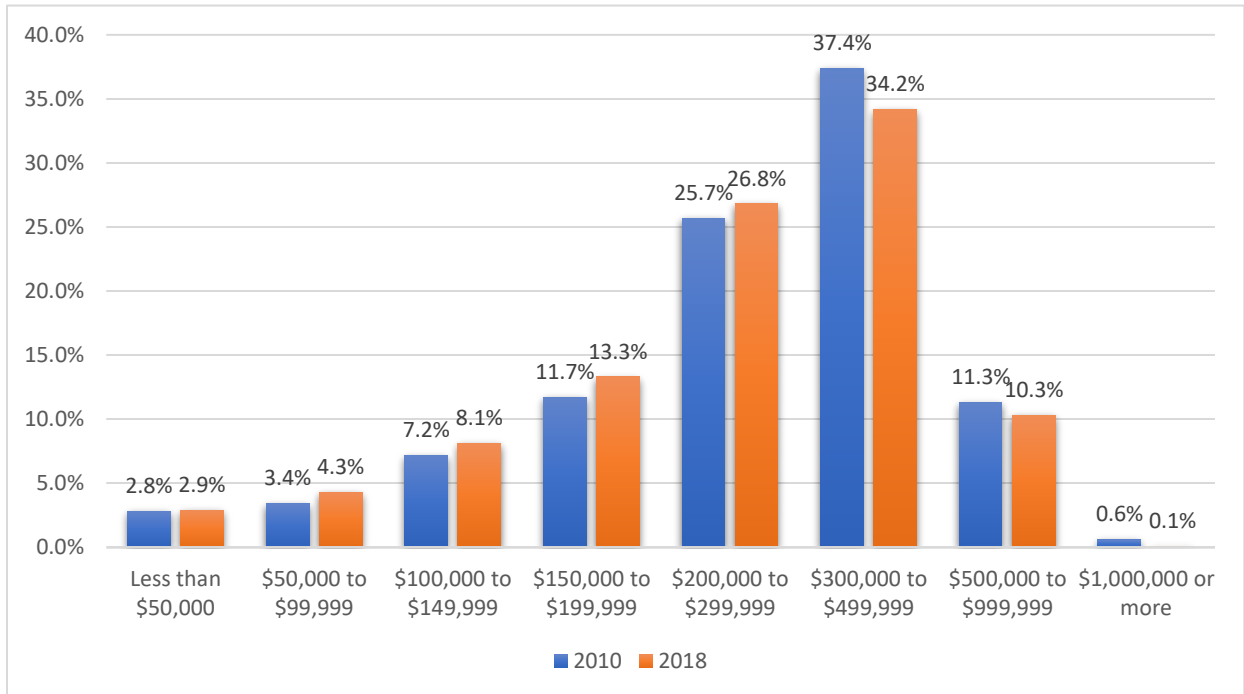
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	720	2.8%	813	2.9%
\$50,000 to \$99,999	883	3.4%	1,200	4.3%
\$100,000 to \$149,999	1,877	7.2%	2,238	8.1%
\$150,000 to \$199,999	3,055	11.7%	3,680	13.3%
\$200,000 to \$299,999	6,683	25.7%	7,423	26.8%
\$300,000 to \$499,999	9,731	37.4%	9,483	34.2%
\$500,000 to \$999,999	2,929	11.3%	2,844	10.3%
\$1,000,000 or more	147	0.6%	14	0.1%
<b>Total Units</b>	<b>26,025</b>	<b>100%</b>	<b>27,695</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	141	1.8%	43	0.4%
\$500 to \$999	1525	19.50%	1,619	13.7%
\$1,000 to \$1,499	2,663	34.1%	4,729	40.1%
\$1,500 or more	3,471	44.5%	5404	45.7%
Total Units	7,800	100%	11,795	100%
No rent paid	429	(X)	269	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

## Pembroke Pines – Data Tables

### Community Profile

Table: Age – 2010 to 2018

Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	8,277	5.4%	9,619	5.7%
5 to 9 years	9,999	6.6%	8,571	5.1%
10 to 14 years	11,291	7.4%	10,511	6.2%
15 to 19 years	10,353	6.8%	10,264	6.1%
20 to 24 years	8,232	5.4%	11,200	6.7%
25 to 34 years	18,960	12.4%	21,613	12.8%
35 to 44 years	24,438	16.0%	22,852	13.6%
45 to 54 years	22,916	15.0%	24,548	14.6%
55 to 59 years	8,436	5.5%	10,628	6.3%
60 to 64 years	6,810	4.5%	9,953	5.9%
65 to 74 years	10,368	6.8%	15,154	9.0%
75 to 84 years	8,257	5.4%	9,256	5.5%
85 years and over	4,029	2.6%	4,091	2.4%
Median Age	38.9	(X)	40.5	(X)

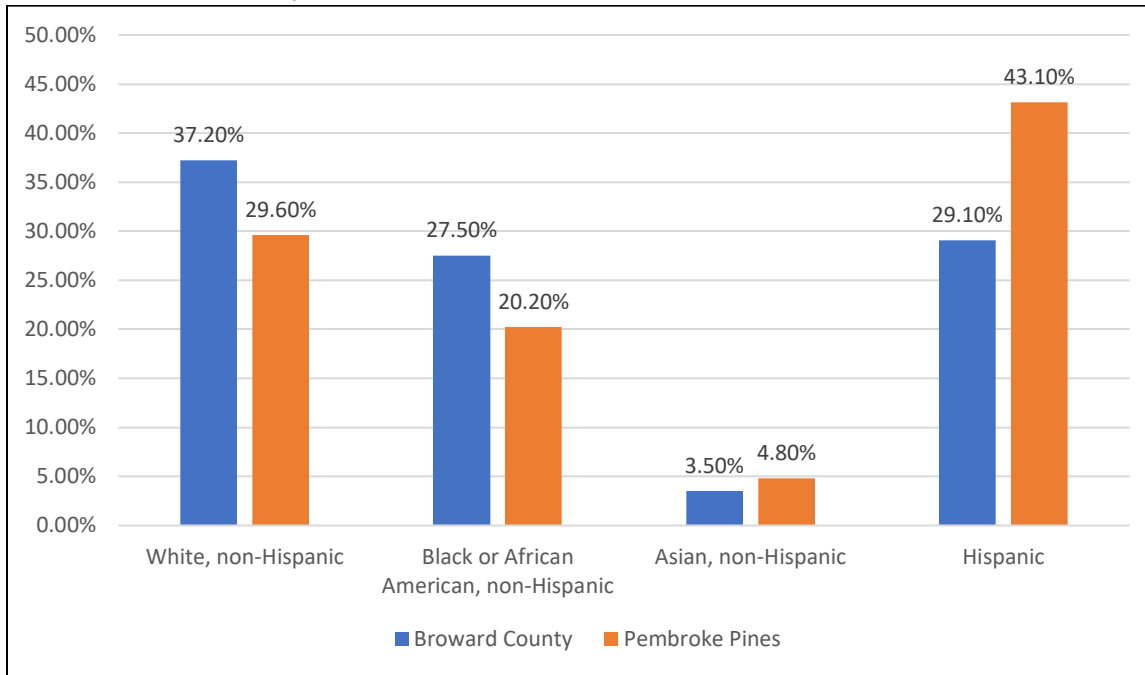
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

Table: Race and Ethnicity

	Broward County		Pembroke Pines	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	49,836	29.6%
Black or African American alone	524,739	27.5%	34,026	20.2%
American Indian and Alaska Native alone	3,188	0.2%	574	0.3%
Asian alone	67,313	3.5%	8,133	4.8%
Native Hawaiian/Other Pac Islander alone	946	0.0%	81	0.0%
Some other race alone	10,121	0.5%	974	0.6%
Two or more races	37,797	2.0%	2,079	1.2%
Hispanic or Latino (of any race)	554,609	29.1%	72,557	43.1%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Pembroke Pines	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	15,441	121,145
Employed	21.5%	67.7%	17.5%	66.5%
Not in Labor Force	74.8%	27.8%	78.2%	29.9%
Median Earnings	22,429	32,105	26,789	39,501
Below the Poverty Level	19.3%	11.2%	27.0%	17.6%

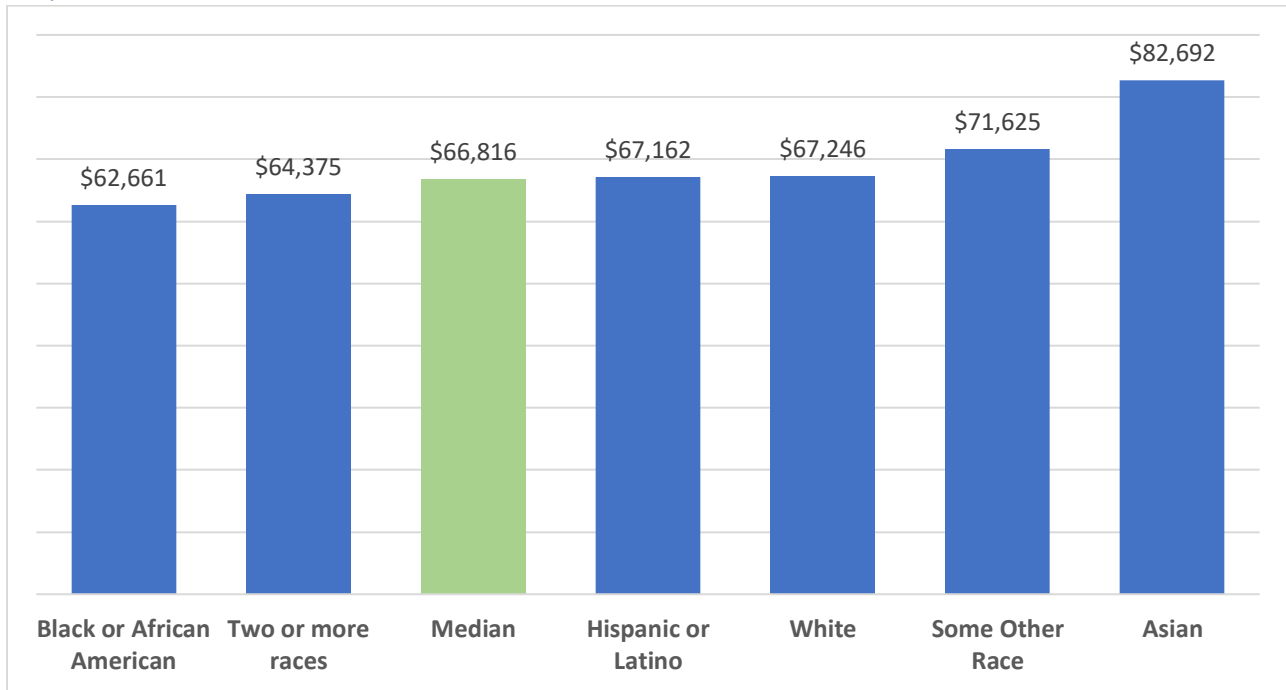
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	6,049	127,145
Median Income	\$51,595	\$31,826
Labor Force Participation Rate	83.4%	79.5%
Unemployment Rate	0.8%	5.7%
Below Poverty in the Past 12 Months	230	12,480
With Any Disability	1,420	13,792

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (\$1903)

Data note 1: Hispanic or Latino (+/- 33,403), Asian (+/- 26,047) and “Some other race” (+/- 47,971) households made up a small number of households and have a high margin of error and should be viewed with caution.

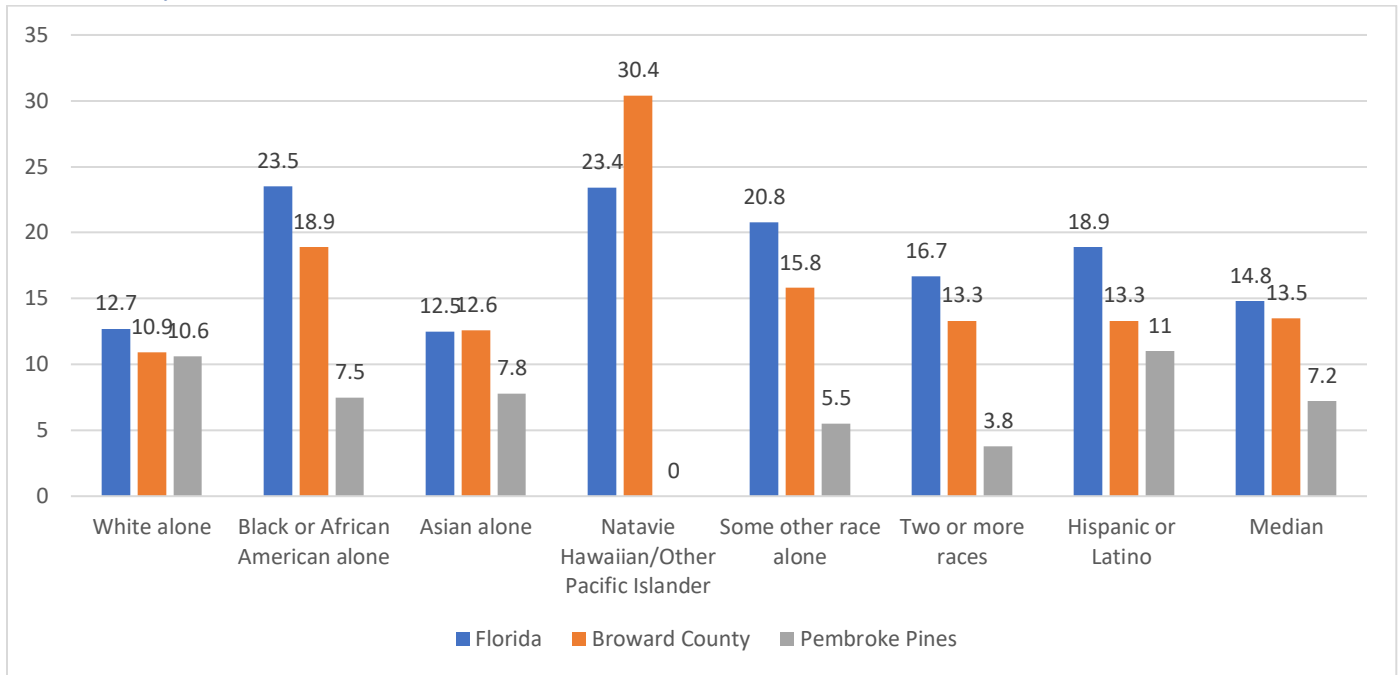
Data note 2: No data available for Native American/Alaska Natives, Hawaiian/Other Pacific Islanders and Two or more races.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	8,815	33.8%	8,116	58.1%	2,078	13.7%
20.0 to 24.9%	4,330	16.6%	920	6.6%	2,123	13.9%
25 to 29.9%	3,131	12.0%	993	7.10%	2,207	14.5%
30 to 34.9%	2,204	8.5%	667	4.8%	1,745	11.4%
35% or more	7,602	29.1%	3,247	23.3%	7,102	46.6%
<b>Total Cost Burdened</b>	<b>9,806</b>	<b>37.6%</b>	<b>3,914</b>	<b>28.1%</b>	<b>8,847</b>	<b>58.0%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

Table: Commuting Methods

	Florida	Broward County	Pembroke Pines
Total Workers (16 Years and Older)	9,140,393	931,338	82,077
Car, truck, or van	88.6%	88.9%	92.8%
Drove alone	79.4%	79.9%	85.9%
Carpooled	9.2%	8.9%	6.9%
Public transportation (excluding taxicab)	1.9%	2.6%	1.1%
Walked	1.4%	1.2%	0.3%
Bicycle	0.6%	0.6%	0.1%
Taxicab, motorcycle, or other means	1.6%	1.6%	0.9%
Worked at home	5.8%	5.0%	4.7%

Source: 2014-2018 ACS 5-Yr Estimates (S0801)

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	69,364	78,198	12.7%
Less than 10 minutes	6.6%	4.6%	-30.3%
10 to 29 minutes	40.8%	45.2%	10.8%
30 to 59 minutes	44%	43.1%	-2.4%
60 or more minutes	9.1%	11.6%	-27.5%
Mean travel time to work (minutes)	30.1	31.6	-4.9%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)

## Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	29,154	48.2%	31,064	48.7%
1-unit, attached structure	8,218	13.6%	9,382	14.7%
2 units	216	0.4%	436	0.7%
3 or 4 units	1,377	2.3%	1,694	2.7%
5-9 units	2,944	4.9%	2,993	4.7%
10-19 units	3,837	6.3%	3,615	5.7%
20 or more units	14,121	23.3%	13,454	21.1%
Mobile Home	621	1.0%	1,127	1.8%
Boat, RV, Van, Etc.	0	0.0%	6	0.0%
<b>Total</b>	<b>60,488</b>	<b>100%</b>	<b>63,771</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	131	0.2%	975	1.5%
1 bedroom	6,574	10.9%	6,351	10.0%
2 bedrooms	19,369	32.0%	21,883	34.3%
3 bedrooms	21,659	35.8%	21,265	33.3%
4 bedrooms	10,612	17.5%	11,046	17.3%
5 or more bedrooms	2,143	3.5%	2,251	3.5%
<b>Total</b>	<b>60,488</b>	<b>100%</b>	<b>63,771</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

	Florida		Broward County		Pembroke Pines	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	1,666	2.7%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	7,974	12.5%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	25,772	40.4%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	12,985	20.4%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	10,247	16.1%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	3,768	5.9%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	1,078	1.7%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	220	0.3%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	61	0.1%
<b>Total</b>	<b>9,348,689</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>	<b>63,771</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

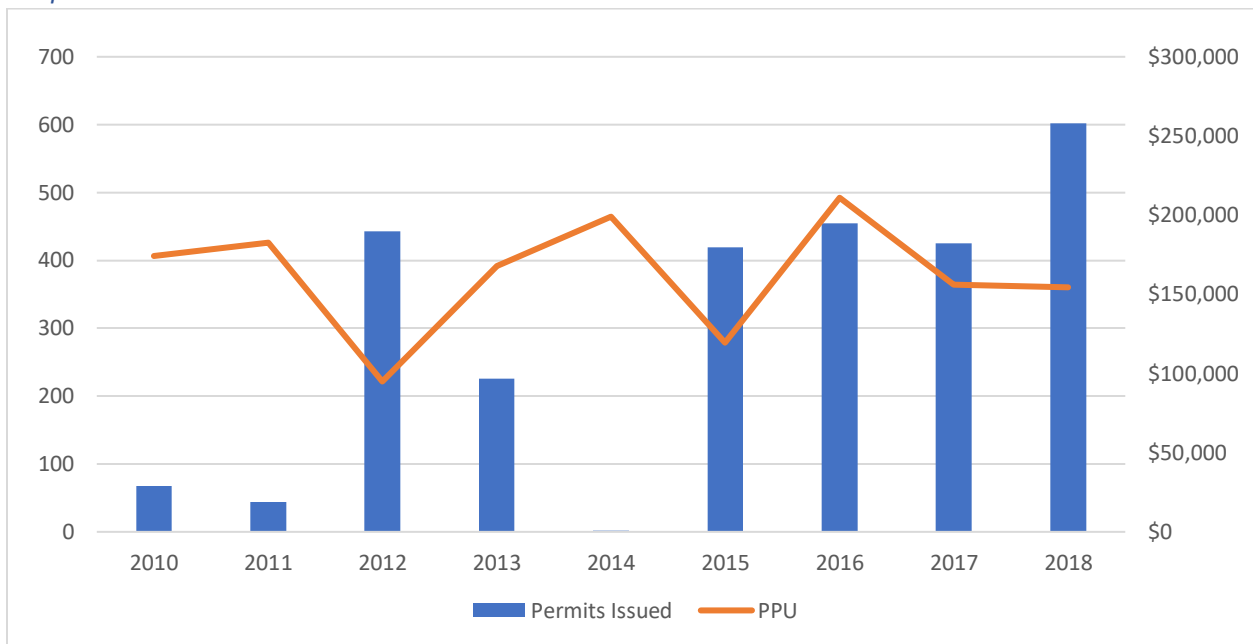


Table: Housing Occupancy in 2010 and 2018

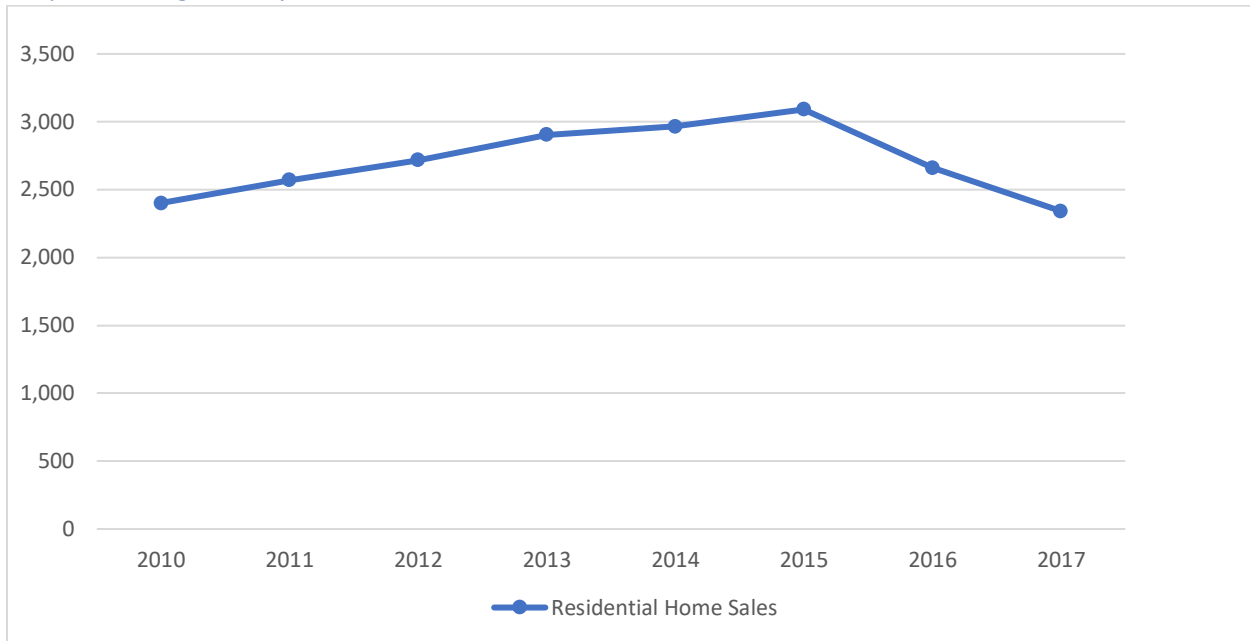
	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	60,488		63,771	
Occupied Housing Units	54,264	89.7%	56,788	89%
Owner Occupied Units	42,739	78.8%	40,742	71.7%
Renter Occupied Units	11,525	21.2%	16,046	28.3%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$277,600	\$264,700	-4.6%
Median Contract Rent	\$1,211	\$1,379	13.9%

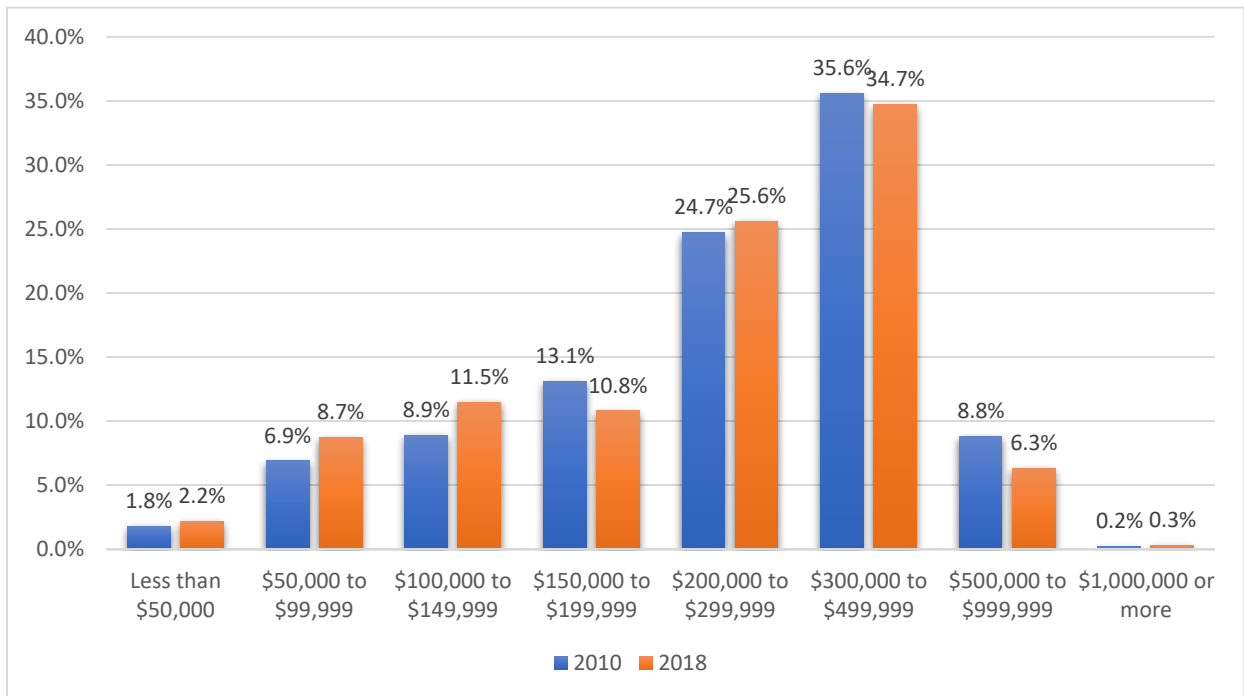
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	770	1.8%	895	2.2%
\$50,000 to \$99,999	2,929	6.9%	3,535	8.7%
\$100,000 to \$149,999	3,822	8.9%	4,677	11.5%
\$150,000 to \$199,999	5,603	13.1%	4,397	10.8%
\$200,000 to \$299,999	10,545	24.7%	10,414	25.6%
\$300,000 to \$499,999	15,230	35.6%	14,145	34.7%
\$500,000 to \$999,999	3,765	8.8%	2,561	6.3%
\$1,000,000 or more	75	0.2%	118	0.3%
<b>Total Units</b>	<b>42,739</b>	<b>100%</b>	<b>40,742</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	346	3.2%	467	3.0%
\$500 to \$999	1992	18.20%	1,284	8.1%
\$1,000 to \$1,499	4,902	44.7%	6,178	39.2%
\$1,500 or more	3,719	33.9%	7829	49.6%
Total Units	10,959	100%	15,758	100%
No rent paid	566	(X)	288	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

## Plantation – Data Tables

### Community Profile

Table: Age – 2010 to 2018

Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	5,366	6.3%	5,976	6.4%
5 to 9 years	4,462	5.2%	5,869	6.3%
10 to 14 years	5,136	6.0%	4,512	4.9%
15 to 19 years	5,796	6.8%	4,602	5.0%
20 to 24 years	4,509	5.3%	4,905	5.3%
25 to 34 years	13,275	15.6%	15,135	16.3%
35 to 44 years	12,012	14.1%	11,440	12.3%
45 to 54 years	12,445	14.6%	13,150	14.2%
55 to 59 years	5,795	6.8%	6,015	6.5%
60 to 64 years	5,025	5.9%	6,480	7.0%
65 to 74 years	5,379	6.3%	8,605	9.3%
75 to 84 years	3,721	4.4%	4,237	4.6%
85 years and over	2,175	2.6%	1,849	2.0%
Median Age	38.5	(X)	39.4	(X)

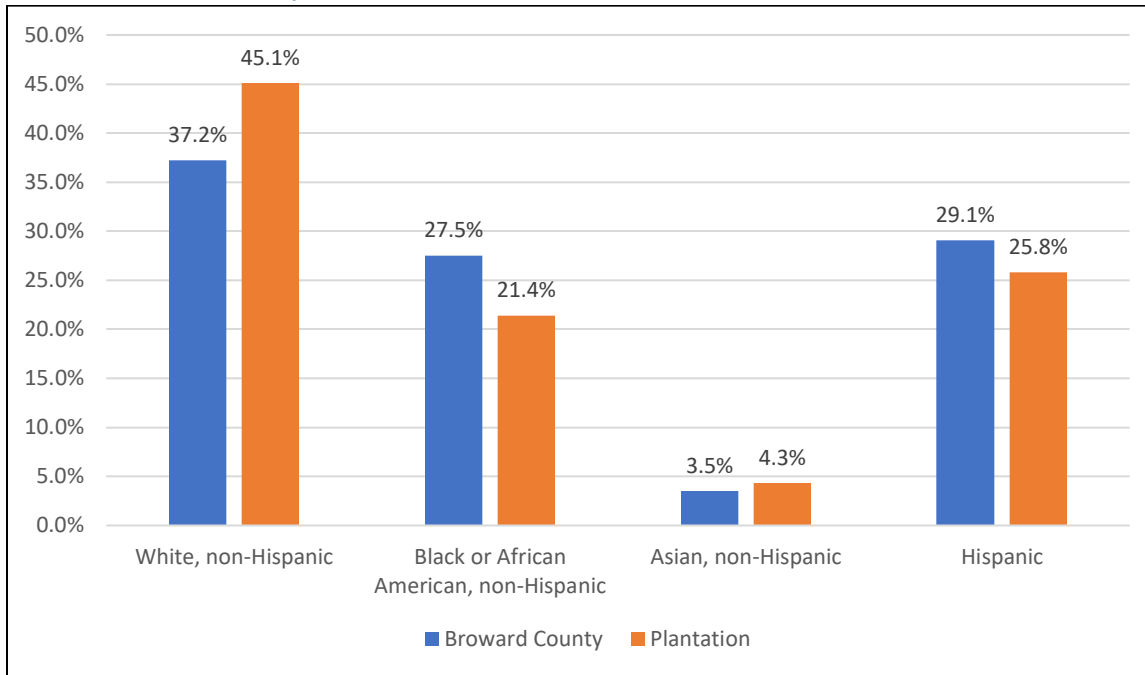
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

Table: Race and Ethnicity

	Broward County		Plantation	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	41,857	45.1%
Black or African American alone	524,739	27.5%	19,889	21.4%
American Indian and Alaska Native alone	3,188	0.2%	43	0.0%
Asian alone	67,313	3.5%	3,986	4.3%
Native Hawaiian/Other Pac Islander alone	946	0.0%	17	0.0%
Some other race alone	10,121	0.5%	369	0.4%
Two or more races	37,797	2.0%	2,722	2.9%
Hispanic or Latino (of any race)	554,609	29.1%	23,892	25.8%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Plantation	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	8,380	66,999
Employed	21.5%	67.7%	21.1%	69.4%
Not in Labor Force	74.8%	27.8%	76.6%	26.8%
Median Earnings	22,429	32,105	22,770	39,760
Below the Poverty Level	19.3%	11.2%	10.8%	8.3%

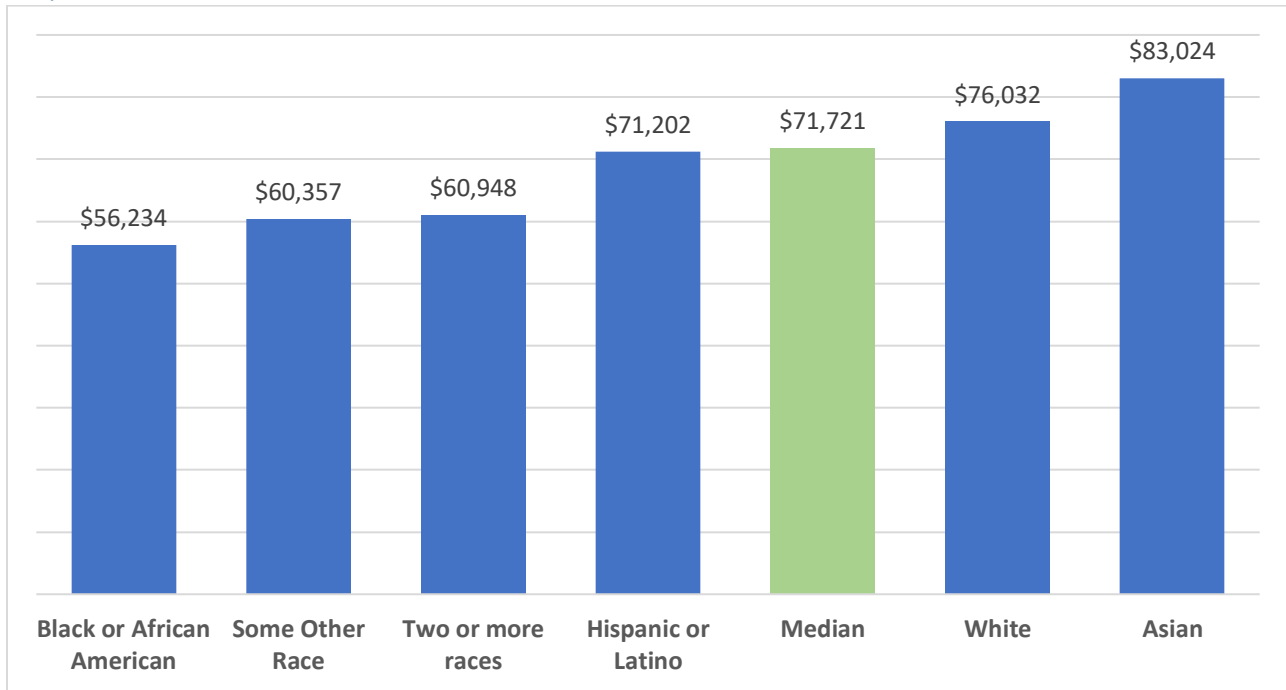
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3,711	69,759
Median Income	\$41,137	\$34,870
Labor Force Participation Rate	78.8%	80.2%
Unemployment Rate	2.2%	5.6%
Below Poverty in the Past 12 Months	203	6,022
With Any Disability	996	7,282

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1903)

Data note 1: Hispanic or Latino (+/- 33,403), Asian (+/- 26,047) and “Some other race” (+/- 47,971) households made up a small number of households and have a high margin of error and should be viewed with caution.

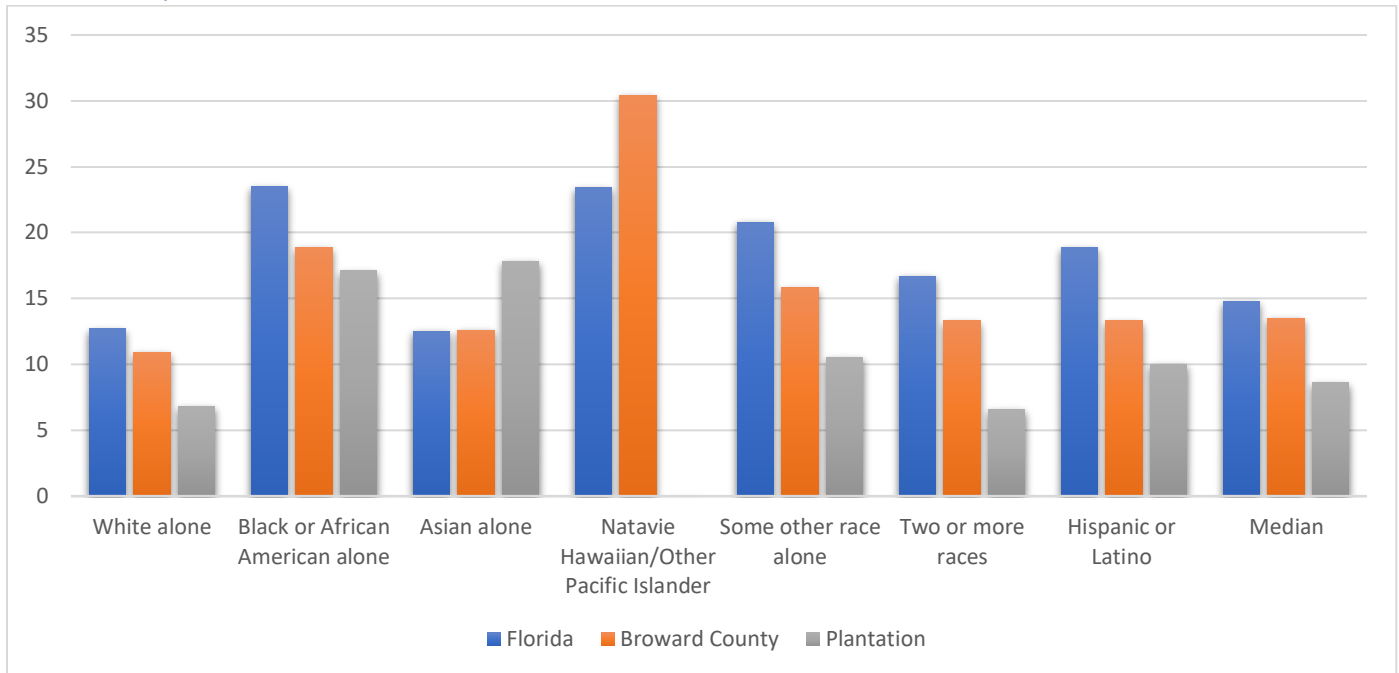
Data note 2: No data available for Native American/Alaska Natives, Hawaiian/Other Pacific Islanders and Two or more races.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	4,538	33.4%	4,692	67.2%	2,208	18.5%
20.0 to 24.9%	2,091	15.4%	639	9.1%	1,507	12.6%
25 to 29.9%	1,607	11.8%	503	7.2%	1,720	14.3%
30 to 34.9%	1,311	9.7%	255	3.7%	1,132	9.4%
35% or more	4,031	29.7%	896	12.8%	5,430	45.3%
<b>Total Cost Burdened</b>	<b>5,342</b>	<b>39.4%</b>	<b>1,151</b>	<b>16.5%</b>	<b>6,562</b>	<b>54.7%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

Table: Commuting Methods

	Florida	Broward County	Plantation
Total Workers (16 Years and Older)	9,140,393	931,338	47,284
Car, truck, or van	88.6%	88.9%	90.4%
Drove alone	79.4%	79.9%	81.6%
Carpooled	9.2%	8.9%	8.8%
Public transportation (excluding taxicab)	1.9%	2.6%	1.4%
Walked	1.4%	1.2%	0.5%
Bicycle	0.6%	0.6%	0.1%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.0%
Worked at home	5.8%	5.0%	6.5%

Source: 2014-2018 ACS 5-Yr Estimates (S0801)

Table: Commute Time

	2010	2018	% Change
Workers 16 Years and Older (did not work at home)	42,454	44,195	4.1%
Less than 10 minutes	9.8%	8.2%	-16.3%
10 to 29 minutes	52.0%	59.5%	14.4%
30 to 59 minutes	32%	33.4%	4.4%
60 or more minutes	5.9%	7.0%	18.6%
Mean travel time to work (minutes)	25.2	27.2	7.9%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)

## Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	18,785	50.0%	17,452	46.3%
1-unit, attached structure	3,380	9.0%	4,232	11.2%
2 units	448	1.2%	631	1.7%
3 or 4 units	1,807	4.8%	1,389	3.7%
5-9 units	2,487	6.6%	1,898	5.0%
10-19 units	2,812	7.5%	3,415	9.1%
20 or more units	7,310	19.5%	8,394	22.2%
Mobile Home	496	1.3%	226	0.6%
Boat, RV, Van, Etc.	48	0.1%	94	0.2%
<b>Total</b>	<b>37,573</b>	<b>100%</b>	<b>37,731</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	301	0.8%	972	2.6%
1 bedroom	4,992	13.3%	4,881	12.9%
2 bedrooms	11,638	31.0%	12,188	32.3%
3 bedrooms	11,355	30.2%	11,321	30.0%
4 bedrooms	7,870	20.9%	6,961	18.4%
5 or more bedrooms	1,417	3.8%	1,408	3.7%
<b>Total</b>	<b>37,573</b>	<b>100%</b>	<b>37,731</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

	Florida		Broward County		Plantation	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	969	2.6%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	2,329	6.2%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	7,727	20.5%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	9,484	25.1%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	10,576	28.0%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	4,510	12.0%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	1,850	4.9%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	182	0.5%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	104	0.3%
<b>Total</b>	<b>9,348,689</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>	<b>37,731</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

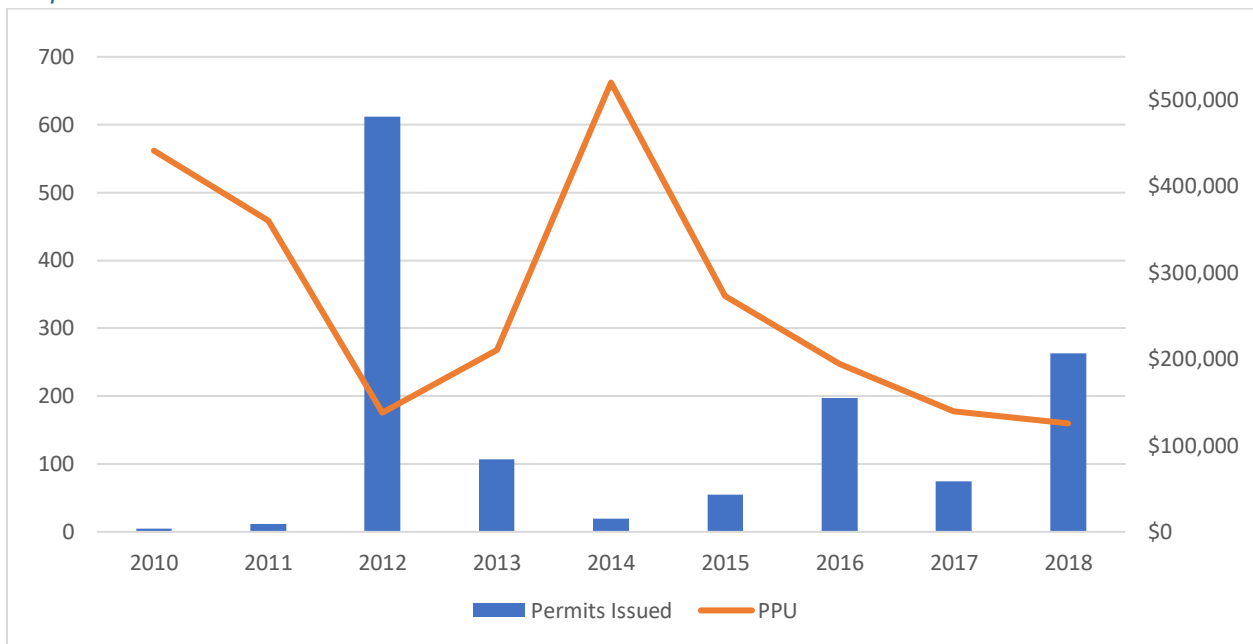


Table: Housing Occupancy in 2010 and 2018

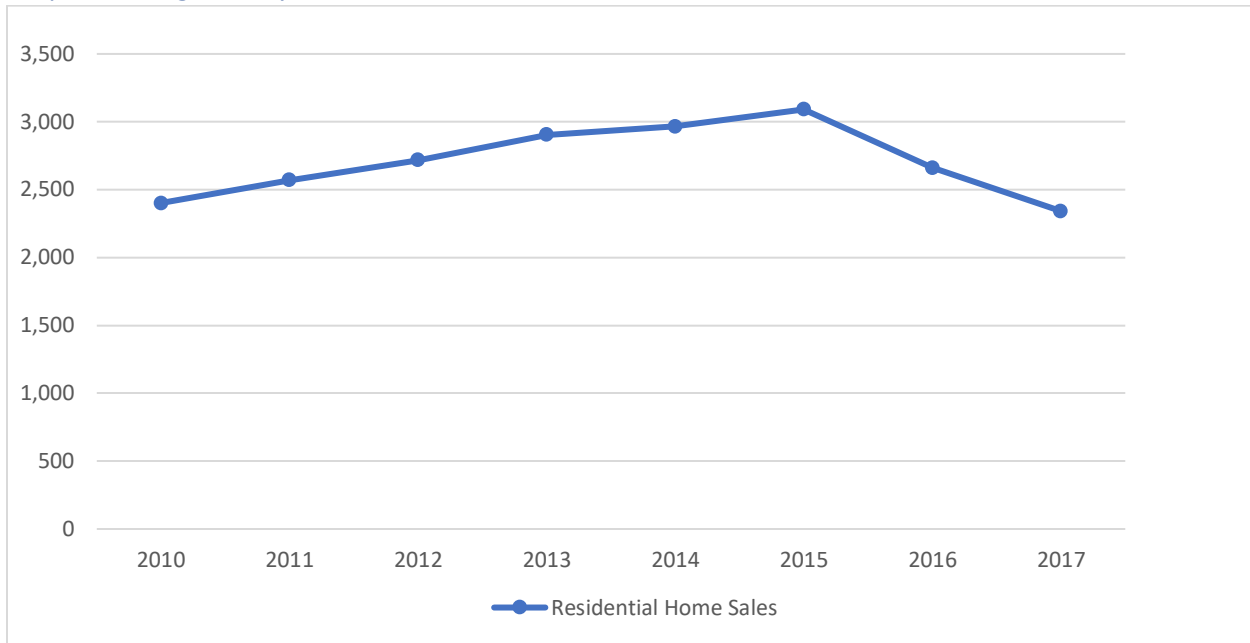
	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	37,573		37,731	
Occupied Housing Units	34,211	91%	33,610	89%
Owner Occupied Units	24,814	72.5%	20,916	62.2%
Renter Occupied Units	9,397	27.5%	12,694	37.8%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$307,000	\$308,800	0.59%
Median Contract Rent	\$1,155	\$1,444	25%

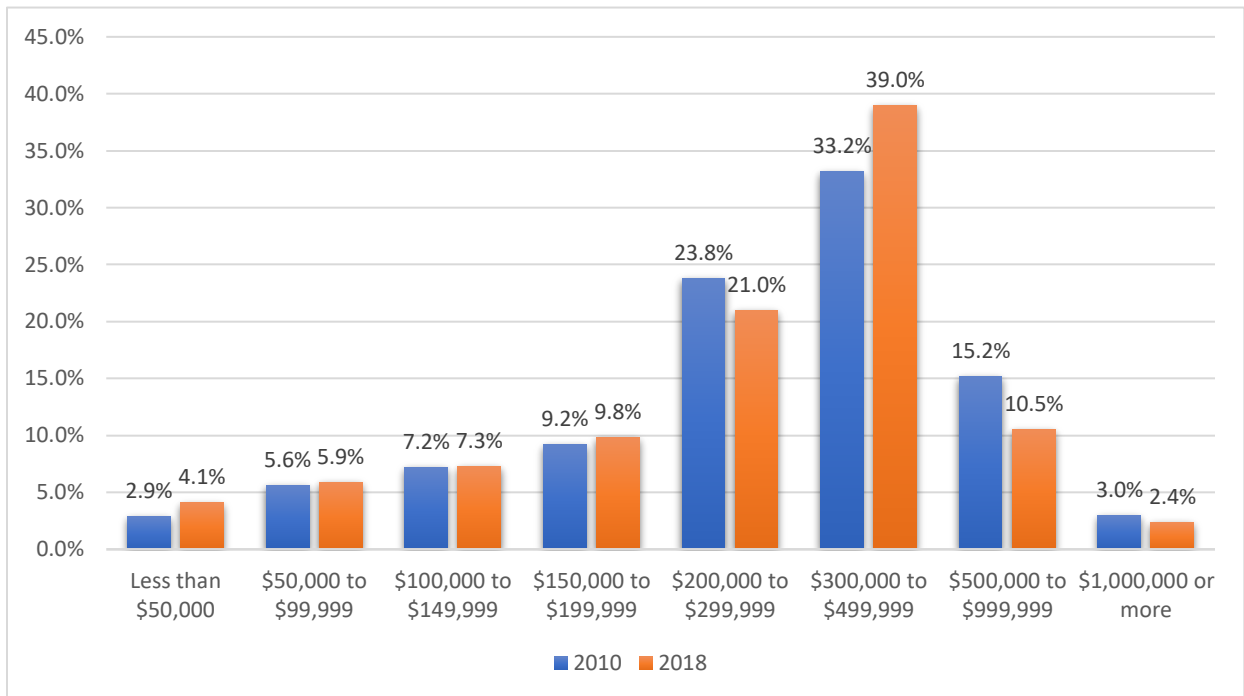
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	708	2.9%	859	4.1%
\$50,000 to \$99,999	1,378	5.6%	1,224	5.9%
\$100,000 to \$149,999	1,777	7.2%	1,533	7.3%
\$150,000 to \$199,999	2,281	9.2%	2,055	9.8%
\$200,000 to \$299,999	5,915	23.8%	4,382	21.0%
\$300,000 to \$499,999	8,250	33.2%	8,159	39.0%
\$500,000 to \$999,999	3,762	15.2%	2,193	10.5%
\$1,000,000 or more	743	3.0%	511	2.4%
<b>Total Units</b>	<b>24,814</b>	<b>100%</b>	<b>20,916</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	30	0.40%	64	0.5%
\$500 to \$999	1341	14.70%	892	7.3%
\$1,000 to \$1,499	5,191	56.8%	4,223	34.4%
\$1,500 or more	2,579	28.2%	7086	57.7%
Total Units	9,141	100%	12,265	100%
No rent paid	256	(X)	429	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

## Sunrise – Data Tables

### Community Profile

Table: Age – 2010 to 2018

Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	5,140	6.0%	5,648	6.1%
5 to 9 years	5,734	6.7%	5,520	5.9%
10 to 14 years	5,520	6.5%	5,524	5.9%
15 to 19 years	5,751	6.8%	5,712	6.1%
20 to 24 years	5,437	6.4%	5,792	6.2%
25 to 34 years	11,809	13.9%	13,892	14.9%
35 to 44 years	12,506	14.7%	12,335	13.2%
45 to 54 years	13,000	15.3%	11,475	12.3%
55 to 59 years	4,263	5.0%	6,382	6.8%
60 to 64 years	3,650	4.3%	5,585	6.0%
65 to 74 years	5,306	6.2%	8,401	9.0%
75 to 84 years	4,308	5.1%	4,507	4.8%
85 years and over	2,650	3.1%	2,426	2.6%
Median Age	37.7	(X)	38.3	(X)

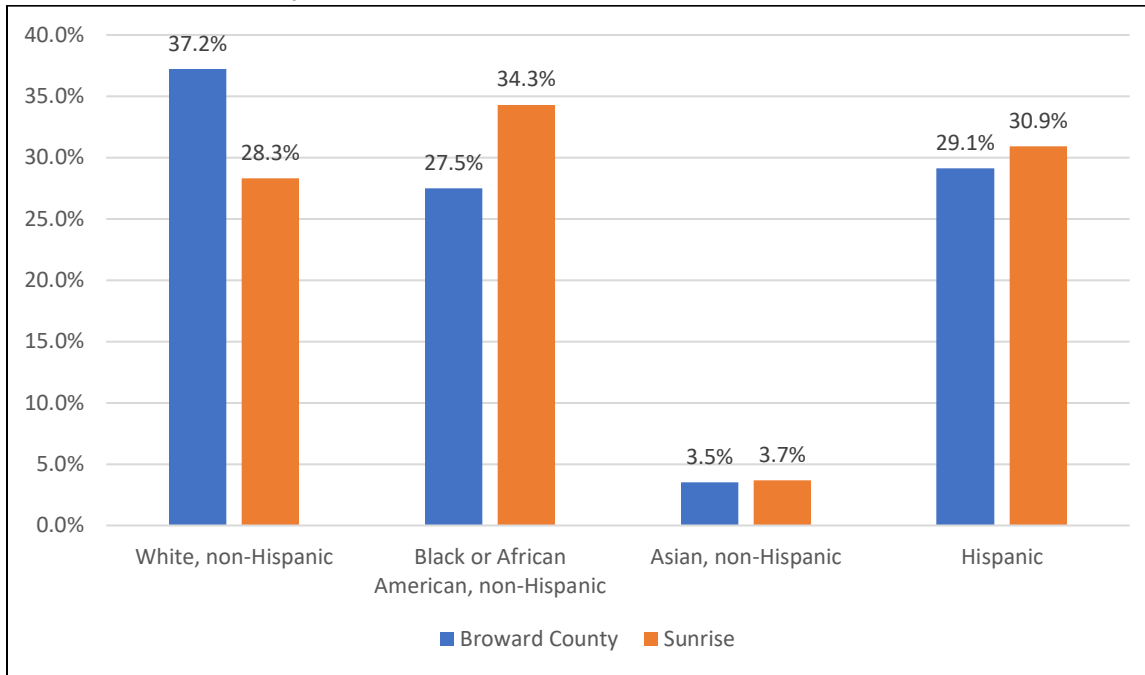
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

Table: Race and Ethnicity

	Broward County		Sunrise	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	26,365	28.3%
Black or African American alone	524,739	27.5%	31,931	34.3%
American Indian and Alaska Native alone	3,188	0.2%	108	0.1%
Asian alone	67,313	3.5%	3,419	3.7%
Native Hawaiian/Other Pac Islander alone	946	0.0%	17	0.0%
Some other race alone	10,121	0.5%	847	0.9%
Two or more races	37,797	2.0%	1,701	1.8%
Hispanic or Latino (of any race)	554,609	29.1%	28,811	30.9%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Sunrise	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	10,305	64,538
Employed	21.5%	67.7%	21.8%	68.0%
Not in Labor Force	74.8%	27.8%	75.7%	27.3%
Median Earnings	\$22,429	\$32,105	\$21,521	\$32,045
Below the Poverty Level	19.3%	11.2%	14.1%	10.9%

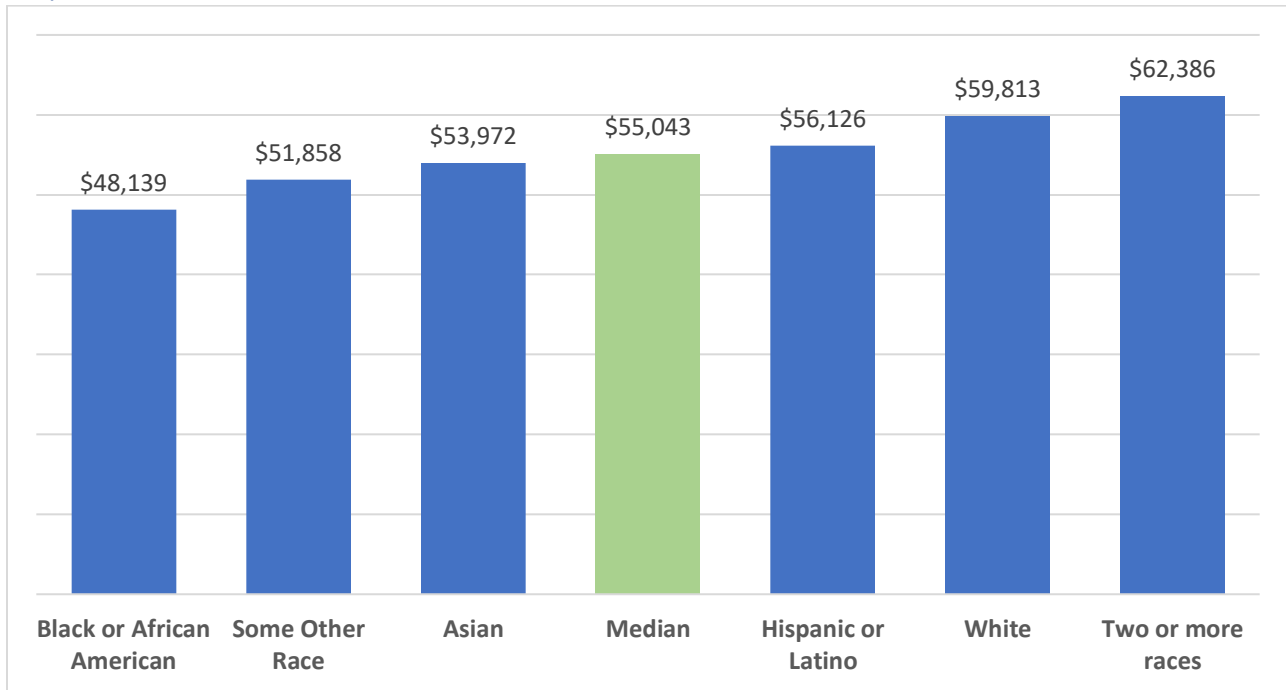
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3,446	69,527
Median Income	\$33,384	\$27,046
Labor Force Participation Rate	89.1%	80.1%
Unemployment Rate	6.5%	6.8%
Below Poverty in the Past 12 Months	346	7,601
With Any Disability	962	9,288

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (\$1903)

Data note 1: Hispanic or Latino (+/- 33,403), Asian (+/- 26,047) and “Some other race” (+/- 47,971) households made up a small number of households and have a high margin of error and should be viewed with caution.

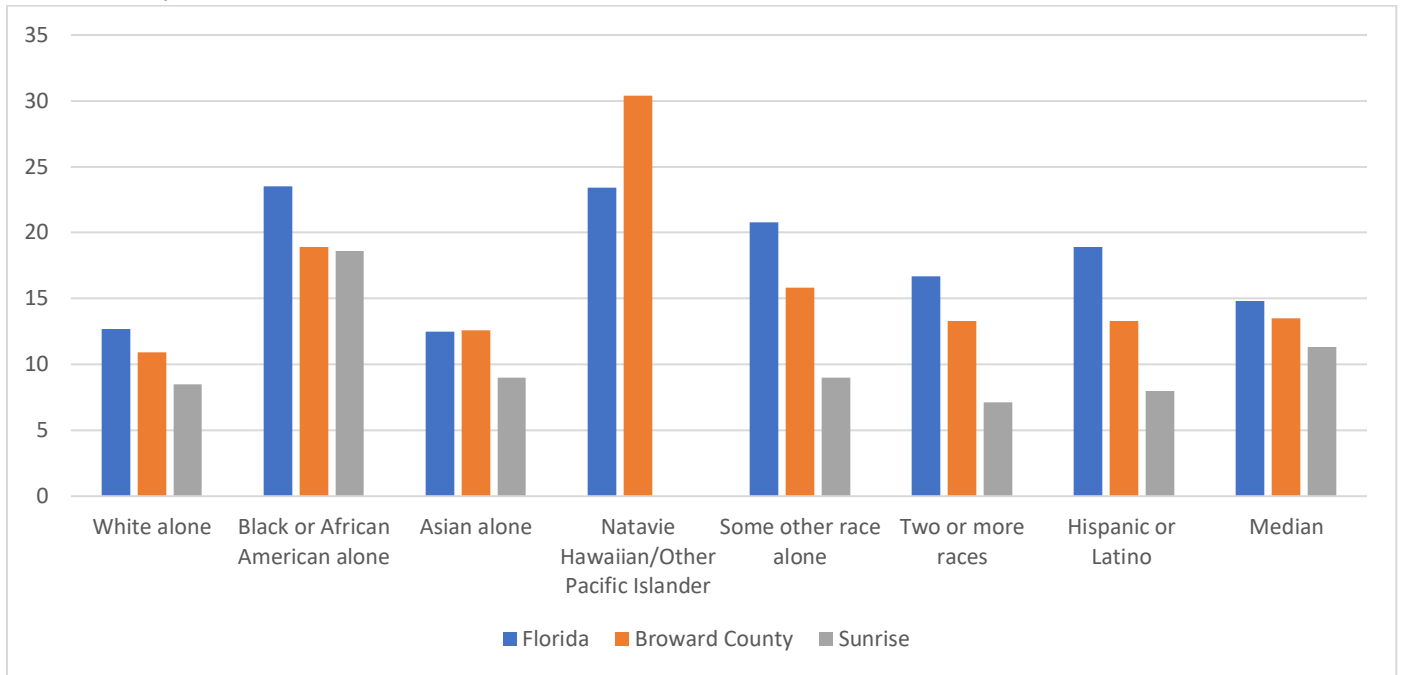
Data note 2: No data available for Native American/Alaska Natives, Hawaiian/Other Pacific Islanders and Two or more races.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	4,161	31.9%	4,472	57.4%	1,829	17.3%
20.0 to 24.9%	1,855	14.2%	718	9.2%	1,499	14.2%
25 to 29.9%	1,297	10.0%	616	7.9%	1,089	10.3%
30 to 34.9%	1,213	9.3%	470	6.0%	1,243	11.8%
35% or more	4,505	34.6%	1,517	19.5%	4,875	46.3%
<b>Total Cost Burdened</b>	<b>5,718</b>	<b>43.9%</b>	<b>1,987</b>	<b>25.5%</b>	<b>6,118</b>	<b>58.1%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

*The necessity of the following race and ethnicity will vary depending on the jurisdiction. It is only necessary to provide maps for groups that have a significant population in the jurisdiction.*

*Table: Commuting Methods*

	<b>Florida</b>	<b>Broward County</b>	<b>Sunrise</b>
Total Workers (16 Years and Older)	9,140,393	931,338	45,473
Car, truck, or van	88.6%	88.9%	90.1%
Drove alone	79.4%	79.9%	81.9%
Carpooled	9.2%	8.9%	8.2%
Public transportation (excluding taxicab)	1.9%	2.6%	3.1%
Walked	1.4%	1.2%	0.9%
Bicycle	0.6%	0.6%	0.2%
Taxicab, motorcycle, or other means	1.6%	1.6%	1.1%
Worked at home	5.8%	5.0%	4.6%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

*Table: Commute Time*

	<b>2010</b>	<b>2018</b>	<b>% Change</b>
Workers 16 Years and Older (did not work at home)	40,763	43,394	6.5%
Less than 10 minutes	7.2%	5.4%	-25%
10 to 29 minutes	45.9%	56.2%	22.4%
30 to 59 minutes	39%	34.8%	-10.8%
60 or more minutes	7.7%	9.0%	16.9%
Mean travel time to work (minutes)	28	28.5	1.9%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			



## Housing Profile

Table: Property Type in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	14,619	40.0%	13,617	36.4%
1-unit, attached structure	4,671	12.8%	4,334	11.6%
2 units	412	1.1%	290	0.8%
3 or 4 units	1,021	2.8%	1,510	4.0%
5-9 units	2,195	6.0%	1,814	4.9%
10-19 units	2,105	5.8%	3,270	8.7%
20 or more units	11,397	31.2%	12,307	32.9%
Mobile Home	100	0.3%	242	0.6%
Boat, RV, Van, Etc.	0	0.0%	10	0.0%
<b>Total</b>	<b>36,520</b>	<b>100%</b>	<b>37,394</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Unit Size

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	429	1.2%	830	2.2%
1 bedroom	4,584	12.6%	5,029	13.4%
2 bedrooms	15,078	41.3%	15,793	42.2%
3 bedrooms	12,616	34.5%	12,537	33.5%
4 bedrooms	3,441	9.4%	2,865	7.7%
5 or more bedrooms	372	1.0%	340	0.9%
<b>Total</b>	<b>36,520</b>	<b>100%</b>	<b>37,394</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Year Unit Built

	Florida		Broward County		Sunrise	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	1,183	3.2%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	2,878	7.7%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	5,996	16.0%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	11,435	30.6%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	12,574	33.6%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	2,460	6.6%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	575	1.5%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	238	0.6%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	55	0.1%
<b>Total</b>	<b>9,348,689</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>	<b>37,394</b>	<b>100%</b>

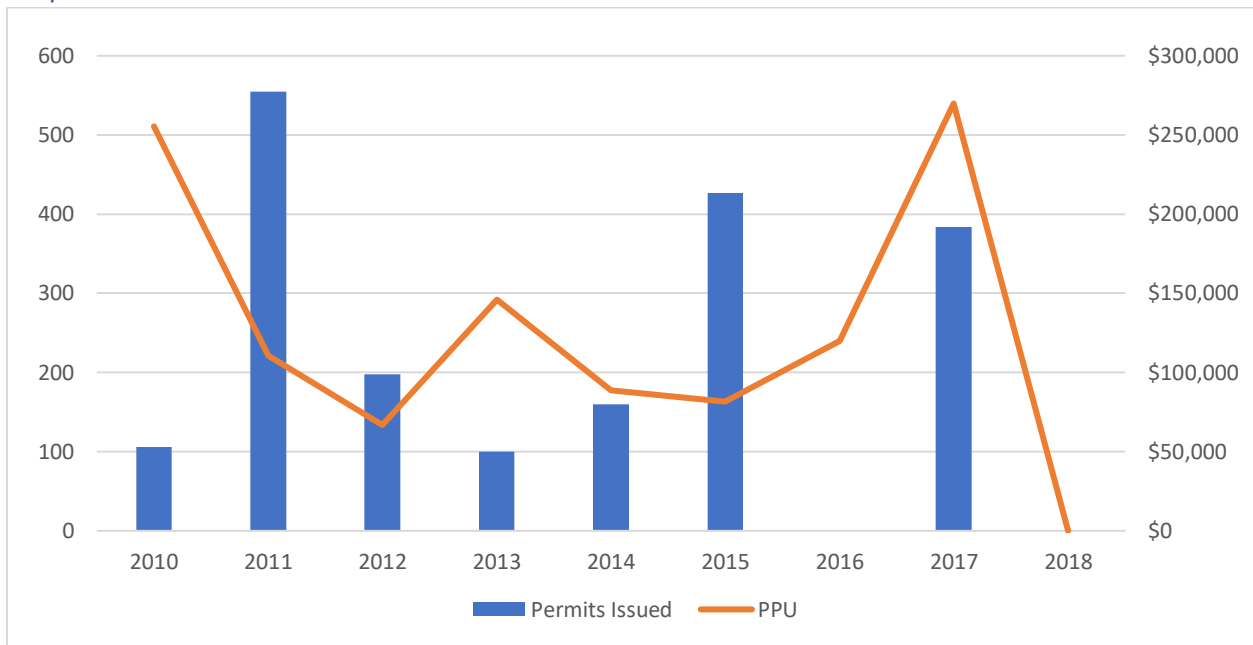
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Housing Occupancy in 2010 and 2018

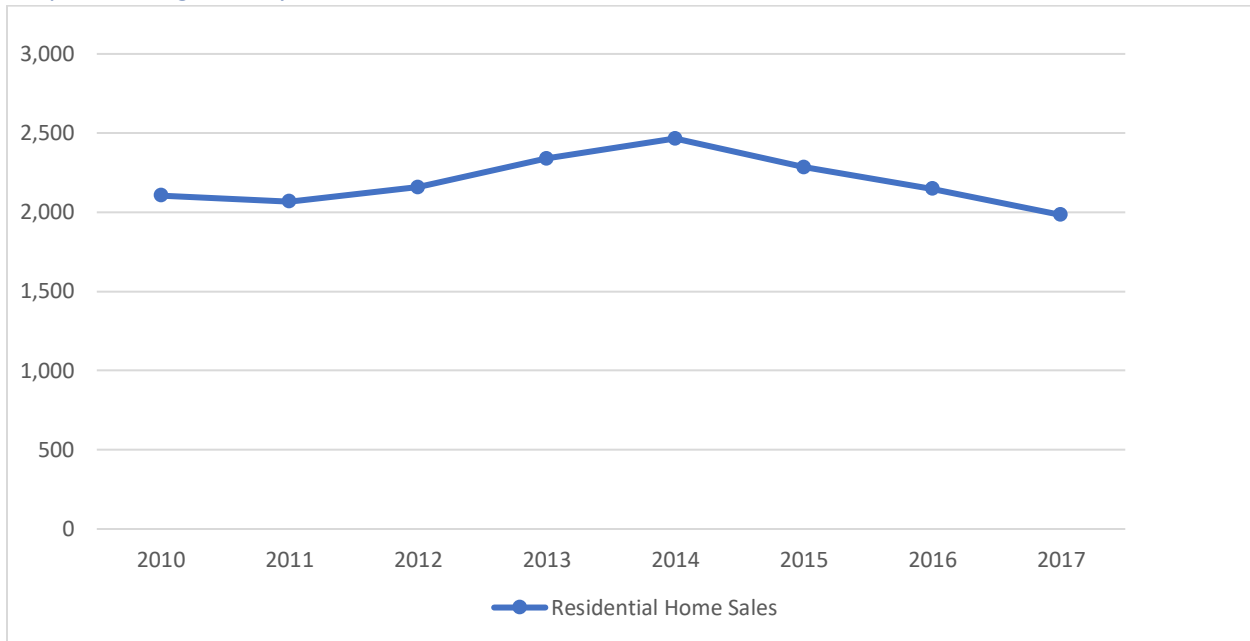
	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	36,520		37,394	
Occupied Housing Units	31,906	87.4%	31,909	85.3%
Owner Occupied Units	24,207	75.9%	20,947	65.6%
Renter Occupied Units	7,699	24.1%	10,962	34.4%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$199,900	\$179,200	-10.4%
Median Contract Rent	\$1,125	\$1,335	18.7%

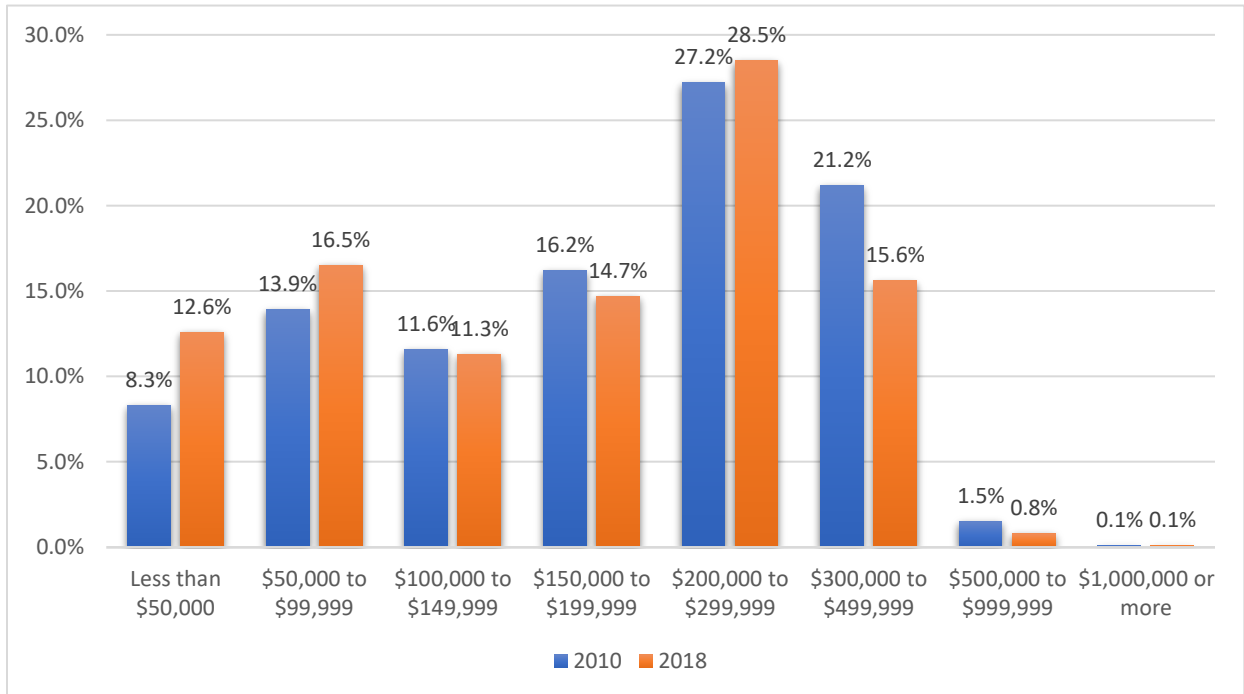
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	2,008	8.3%	2,637	12.6%
\$50,000 to \$99,999	3,375	13.9%	3,461	16.5%
\$100,000 to \$149,999	2,799	11.6%	2,373	11.3%
\$150,000 to \$199,999	3,928	16.2%	3,072	14.7%
\$200,000 to \$299,999	6,586	27.2%	5,968	28.5%
\$300,000 to \$499,999	5,134	21.2%	3,261	15.6%
\$500,000 to \$999,999	359	1.5%	163	0.8%
\$1,000,000 or more	18	0.1%	12	0.1%
<b>Total Units</b>	<b>24,207</b>	<b>100%</b>	<b>20,947</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	260	3.6%	461	4.3%
\$500 to \$999	1380	18.8%	711	6.6%
\$1,000 to \$1,499	3,742	51.0%	4,118	38.5%
\$1,500 or more	1,956	26.7%	5410	50.6%
Total Units	7,338	100%	10,700	100%
No rent paid	361	(X)	262	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

## Tamarac – Data Tables

### Community Profile

Table: Age – 2010 to 2018

Age Cohort	2010		2018	
	Number	Percent	Number	Percent
Under 5 years	3,149	5.3%	3,501	5.4%
5 to 9 years	2,314	3.9%	2,346	3.6%
10 to 14 years	2,770	4.6%	3,312	5.1%
15 to 19 years	2,889	4.8%	3,093	4.8%
20 to 24 years	2,283	3.8%	3,274	5.1%
25 to 34 years	7,849	13.1%	7,193	11.1%
35 to 44 years	7,171	12.0%	7,832	12.1%
45 to 54 years	7,068	11.8%	8,163	12.6%
55 to 59 years	3,461	5.8%	4,506	7.0%
60 to 64 years	4,289	7.2%	4,951	7.6%
65 to 74 years	5,914	9.9%	8,217	12.7%
75 to 84 years	6,482	10.8%	4,631	7.2%
85 years and over	4,157	7.0%	3,729	5.8%
Median Age	47.6	(X)	47.3	(X)

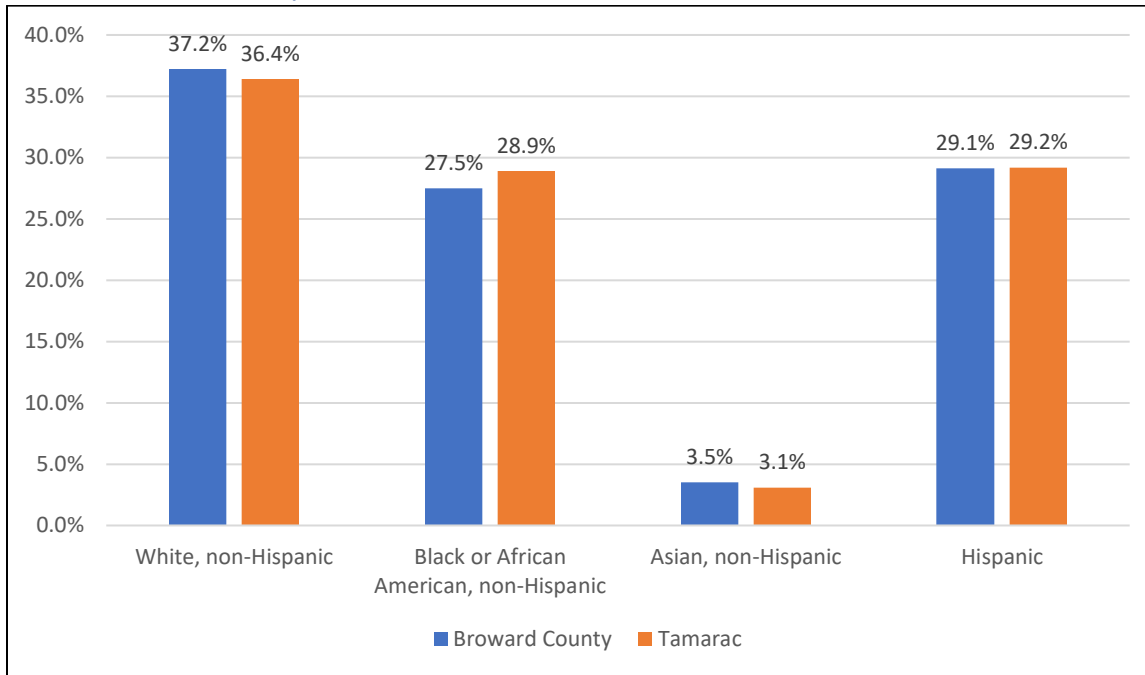
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP05)

Table: Race and Ethnicity

	Broward County		Tamarac	
	Number	Percentage	Number	Percentage
White alone	1,354,542	70.9%	23,577	36.4%
Black or African American alone	524,739	27.5%	18,684	28.9%
American Indian and Alaska Native alone	3,188	0.2%	26	0.0%
Asian alone	67,313	3.5%	2,028	3.1%
Native Hawaiian/Other Pac Islander alone	946	0.0%	13	0.0%
Some other race alone	10,121	0.5%	363	0.6%
Two or more races	37,797	2.0%	1,147	1.8%
Hispanic or Latino (of any race)	554,609	29.1%	18,910	29.2%

Data Note: Numbers should come from the cells in the “Hispanic or Latino and Race” section and not from the “Race” section. This will remove Hispanic residents from the other race groups and provide a more accurate picture of the jurisdiction’s demographics.

Chart: Race and Ethnicity



Source: 2014-2018 American Community Survey 5-Year Estimates (B03002)

Table: Disability Characteristics

	Broward County		Tamarac	
	With a Disability	Without a Disability	With a Disability	Without a Disability
Population Age 16 and Over	195,466	1,341,197	54,858	9,532
Employed	21.5%	67.7%	58.4%	19.6%
Not in Labor Force	74.8%	27.8%	38.4%	77.7%
Median Earnings	\$22,429	\$32,105	\$31,000	\$19,957
Below the Poverty Level	19.3%	11.2%	9.6%	15.7%

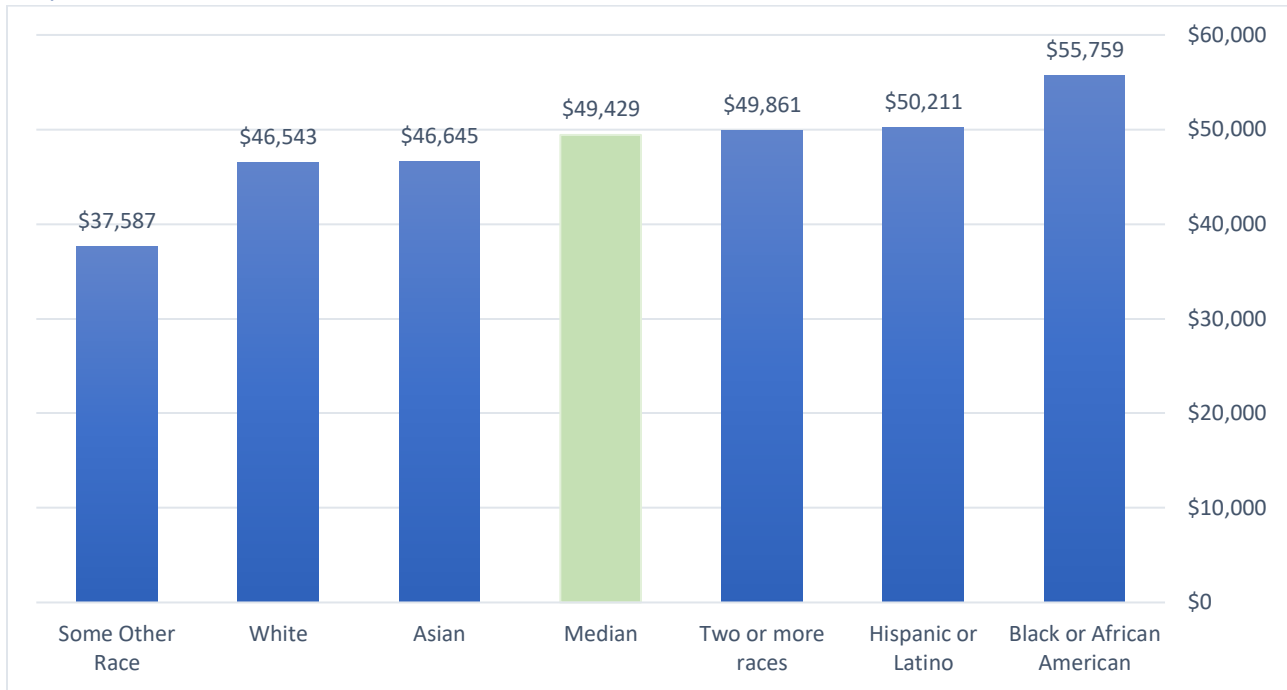
Source: 2014-2018 ACS 5-Yr Estimates (S1811)

Table: Comparison of Veterans and Non-Veterans

	Veterans	Non-Veterans
Population Over 18 Years Old	3,823	49,892
Median Income	\$34,290	\$26,761
Labor Force Participation Rate	80.5%	81.9%
Unemployment Rate	7.8%	5.0%
Below Poverty in the Past 12 Months	213	4,972
With Any Disability	1,205	8,199

Source: 2014-2018 ACS 5-Yr Estimates (S2101)

Graph: Income and Race



Source: 2014-2018 ACS 5-Yr Estimates (\$1903)

Data note 1: Hispanic or Latino (+/- 33,403), Asian (+/- 26,047) and “Some other race” (+/- 47,971) households made up a small number of households and have a high margin of error and should be viewed with caution.

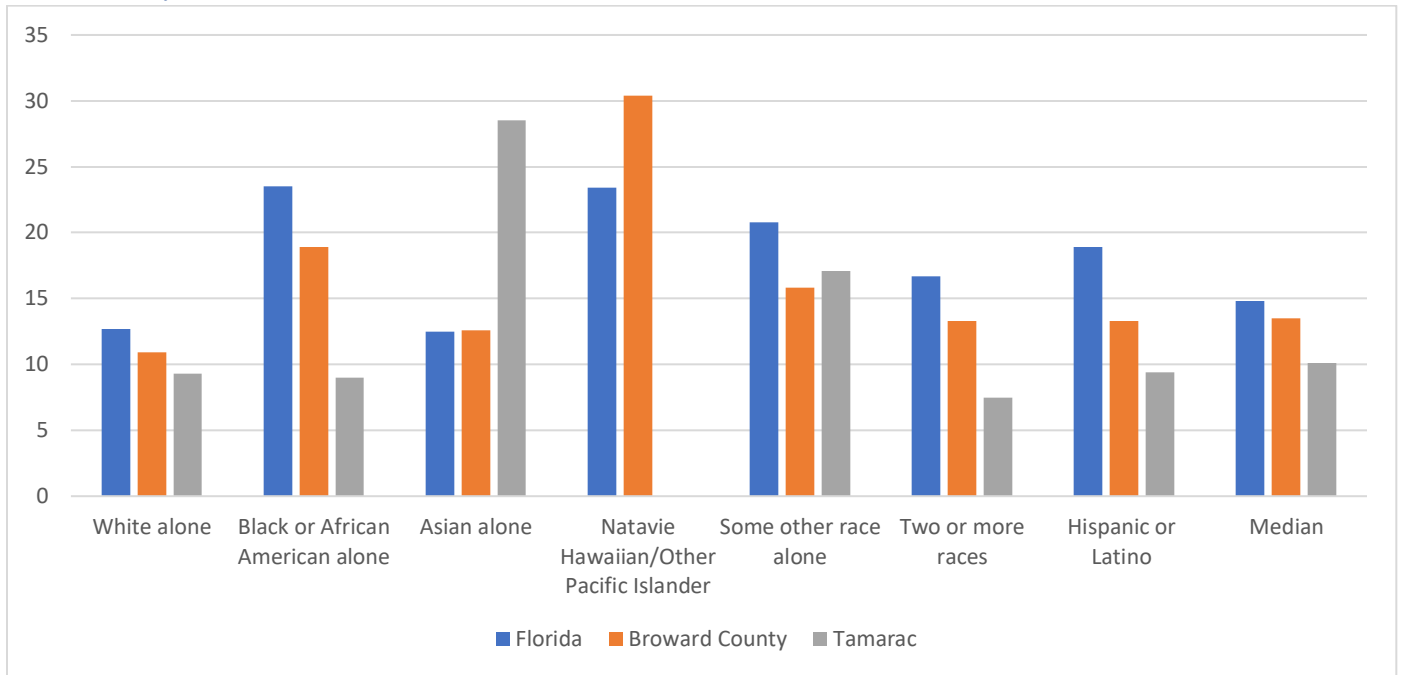
Data note 2: No data available for Native American/Alaska Natives, Hawaiian/Other Pacific Islanders and Two or more races.

Table: Monthly Housing Costs

	Homeowners with a Mortgage		Homeowners without a Mortgage		Renters	
	Number	Percentage	Number	Percentage	Number	Percentage
Less than 20%	3,135	28.9%	4,462	55.9%	1,176	16.5%
20.0 to 24.9%	1,604	14.8%	699	8.8%	742	10.5%
25 to 29.9%	1,553	14.3%	500	6.3%	967	13.6%
30 to 34.9%	1,079	10.0%	558	7.0%	766	10.8%
35% or more	3,462	32.0%	1,766	22.1%	3,448	48.6%
<b>Total Cost Burdened</b>	<b>4,541</b>	<b>42.0%</b>	<b>2,324</b>	<b>29.1%</b>	<b>4,214</b>	<b>59.4%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Chart: Poverty and Race



Source: 2014-2018 ACS 5-Yr Estimates (S1701)

*The necessity of the following race and ethnicity will vary depending on the jurisdiction. It is only necessary to provide maps for groups that have a significant population in the jurisdiction.*



*Table: Commuting Methods*

	<b>Florida</b>	<b>Broward County</b>	<b>Tamarac</b>
Total Workers (16 Years and Older)	9,140,393	931,338	31,449
Car, truck, or van	88.6%	88.9%	91.6%
Drove alone	79.4%	79.9%	83.2%
Carpooled	9.2%	8.9%	8.5%
Public transportation (excluding taxicab)	1.9%	2.6%	3.0%
Walked	1.4%	1.2%	0.5%
Bicycle	0.6%	0.6%	0.4%
Taxicab, motorcycle, or other means	1.6%	1.6%	0.9%
Worked at home	5.8%	5.0%	3.6%
Source: 2014-2018 ACS 5-Yr Estimates (S0801)			

*Table: Commute Time*

	<b>2010</b>	<b>2018</b>	<b>% Change</b>
Workers 16 Years and Older (did not work at home)	25,378	30,315	19.5%
Less than 10 minutes	7.2%	6.0%	-16.7%
10 to 29 minutes	44.7%	51.5%	15.2%
30 to 59 minutes	42%	37.6%	-10.5%
60 or more minutes	6.6%	10.8%	63.6%
Mean travel time to work (minutes)	27.8	30	7.9%
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (S0801)			

## Housing Profile

*Table: Property Type in 2010 and 2018*

	2010		2018	
	Number	Percentage	Number	Percentage
1-unit, detached structure	11,725	36.4%	12,406	39.9%
1-unit, attached structure	4,883	15.2%	4,219	13.6%
2 units	298	0.9%	269	0.9%
3 or 4 units	717	2.2%	626	2.0%
5-9 units	1,836	5.7%	2,144	6.9%
10-19 units	1,874	5.8%	2,401	7.7%
20 or more units	10,836	33.7%	8,998	28.9%
Mobile Home	12	0.0%	21	0.1%
Boat, RV, Van, Etc.	0	0.0%	0	0.0%
<b>Total</b>	<b>32,181</b>	<b>100%</b>	<b>31,084</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

*Table: Unit Size*

	2010		2018	
	Number	Percentage	Number	Percentage
No bedroom	110	0.3%	366	1.2%
1 bedroom	3,586	11.1%	2,838	9.1%
2 bedrooms	21,120	65.6%	20,035	64.5%
3 bedrooms	6,072	18.9%	6,826	22.0%
4 bedrooms	1,161	3.6%	917	3.0%
5 or more bedrooms	132	0.4%	102	0.3%
<b>Total</b>	<b>32,181</b>	<b>100%</b>	<b>31,084</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

*Table: Year Unit Built*

	Florida		Broward County		Tamarac	
	Number	Percentage	Number	Percentage	Number	Percentage
Built 2010 or Later	412,422	4.4%	20,597	2.5%	80	0.3%
Built 2000 to 2009	1,841,784	19.7%	87,192	10.6%	2,564	8.2%
Built 1990 to 1999	1,601,928	17.1%	133,067	16.2%	4,711	15.2%
Built 1980 to 1989	1,907,366	20.4%	151,729	18.5%	7,953	25.6%
Built 1970 to 1979	1,671,892	17.9%	218,272	26.6%	11,931	38.4%
Built 1960 to 1969	856,245	9.2%	121,051	14.7%	2,841	9.1%
Built 1950 to 1959	662,846	7.1%	73,811	9.0%	698	2.2%
Built 1940 to 1949	192,250	2.1%	9,284	1.1%	77	0.2%
Built 1939 or earlier	201,956	2.2%	6,085	0.7%	229	0.7%
<b>Total</b>	<b>9,348,689</b>	<b>100%</b>	<b>821,088</b>	<b>100%</b>	<b>31,084</b>	<b>100%</b>

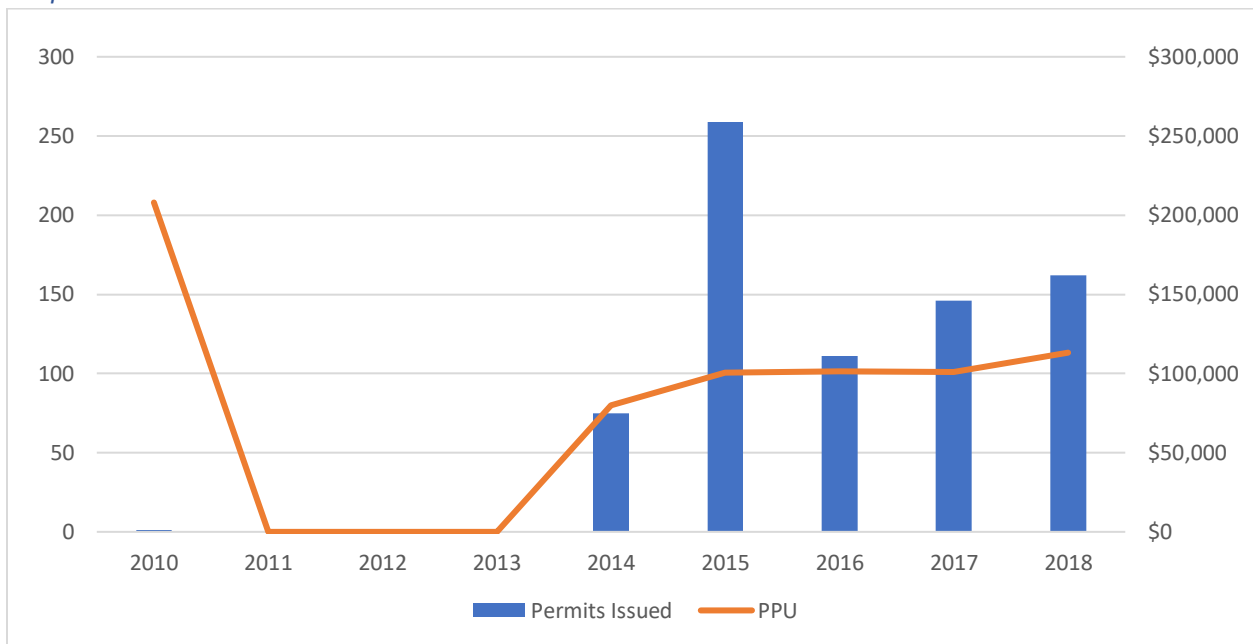
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Housing Occupancy in 2010 and 2018

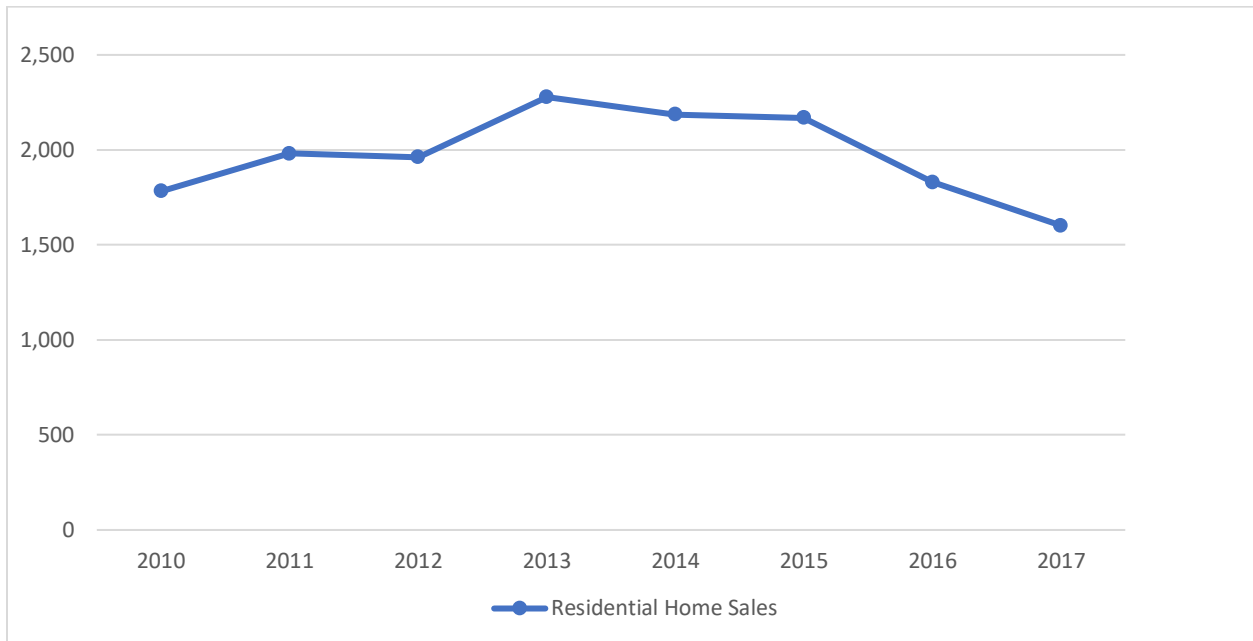
	2010		2018	
	Number	Percentage	Number	Percentage
Total Housing Units	32,181		31,084	
Occupied Housing Units	27,833	86.5%	26,787	86.2%
Owner Occupied Units	22,466	80.7%	19,223	71.8%
Renter Occupied Units	5,367	19.3%	7,564	28.2%

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Price Per Unit and Construction Permits Issued



Graph: Housing Sales by Year



Source: PolicyMap & Zillow

Table: Housing Costs in 2010 and 2018

	2010	2018	% Change
Median Home Value	\$175,200	\$156,200	-10.8%
Median Contract Rent	\$1,036	\$1,214	17.2%

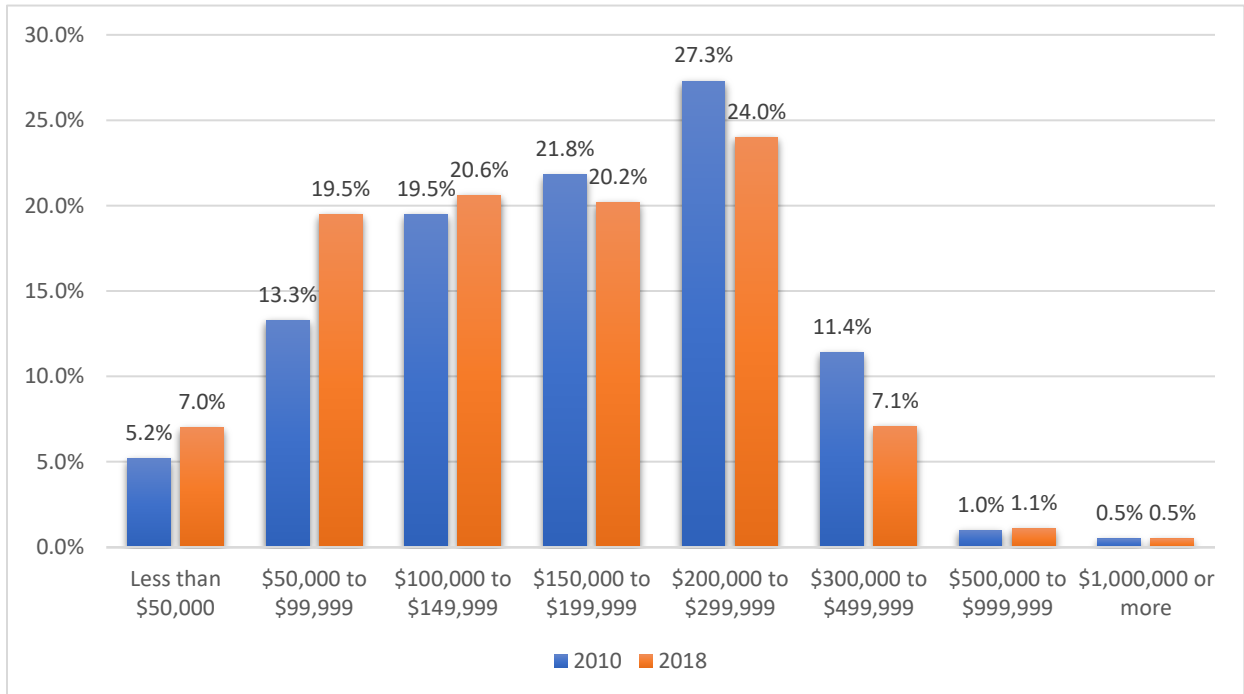
Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04, B25058)

Table: Home Value in 2010 and 2018

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$50,000	1,173	5.2%	1,347	7.0%
\$50,000 to \$99,999	2,986	13.3%	3,744	19.5%
\$100,000 to \$149,999	4,372	19.5%	3,961	20.6%
\$150,000 to \$199,999	4,891	21.8%	3,886	20.2%
\$200,000 to \$299,999	6,136	27.3%	4,609	24.0%
\$300,000 to \$499,999	2,571	11.4%	1,367	7.1%
\$500,000 to \$999,999	226	1.0%	210	1.1%
\$1,000,000 or more	111	0.5%	99	0.5%
<b>Total Units</b>	<b>22,466</b>	<b>100%</b>	<b>19,223</b>	<b>100%</b>

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Graph: Median Home Value by Price Range



Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Table: Rent

	2010		2018	
	Number	Percentage	Number	Percentage
Less than \$500	144	2.9%	59	0.8%
\$500 to \$999	1,293	26.1%	897	12.6%
\$1,000 to \$1,499	2,428	49.0%	3,822	53.5%
\$1,500 or more	1,092	22.0%	2,362	33.0%
Total Units	4,957	100%	7,140	100%
No rent paid	410	(X)	424	(X)

Source: 2006-2010, 2014-2018 ACS 5-Yr Estimates (DP04)

Note: Median Rent is calculated based solely on those renters actually paying rent.

## Broward County

### **Appendix B - Four-Factor Analysis for Limited English Proficiency Persons**

#### **HUD Entitlement Programs:**

**CDBG and HOME**

**Purpose:** In compliance with Executive Order 13166, Broward County has developed the following Four-Factor Analysis and Language Action Plan (LAP) for Limited English Proficiency (LEP) persons living in the county.

**History:** Under Federal law Title VI of the Civil Rights Act of 1964, discrimination was made illegal in programs that received federal financial assistance. For LEP persons, in particular, it protects on the basis of race, color and national origin. In certain situations, failure to ensure that persons with limited English language skills can effectively participate in, or benefit from, federally assisted programs may violate Title VI’s prohibition against race/ethnicity and national origin discrimination.

Persons for whom English is not their primary language and have limited ability to speak/read/write or understand English as a result of their race/ethnicity and national origin, may be entitled to language assistance under Title VI to receive county services, benefits and/or participate in sponsored programs.

**Four-Factor Analysis:** There is no specific method for ensuring compliance but undertaking a four-factor analysis, adoption of a Language Access Plan (LAP) for vital materials and making necessary translation will be considered “strong evidence” of compliance.

**Factor 1:** Determine the number or proportion of LEP persons in the eligible service population. HUD provides the following guidance for what documents should be provided and when:

Size of Language Group	Recommended Provision of Written Language Assistance
1,000 or more LEP persons in eligible population	Translate vital documents
>5% of eligible population and more than 50 are LEP persons	Translate vital documents
>5% of eligible population and 50 or less are LEP persons	Translated written notice of right to receive free oral interpretation of documents
5% or less of eligible population and less than 1,000 are LEP persons	No written translation required

**Factor 2:** The frequency with which LEP persons come in contact with the program

**Factor 3:** The nature and importance of the program, activity or service

**Factor 4:** The resources available and costs to the recipient

Examples of language assistance includes but is not limited to oral interpretation, bilingual staff, telephone service lines interpreter, written translation services, notices to staff and recipients about the availability of LEP services and referrals to community liaisons. When the four-factor analysis is complete, the jurisdiction should produce a Language Access Plan and follow through with the plan.

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### Factor 1: Size of LEP Population

Overall, Broward County has a significant limited English proficiency population that would benefit from translation services. In 2018, an estimated 289,349 individuals spoke English less than “very well.” The most common primary language spoken by LEP residents is Spanish, not surprising given the large Hispanic population (more than 25 percent). Approximately 187,252 LEP residents speak Spanish, which is 65 percent of the LEP population. Additionally, 81,727 LEP residents primarily speak Indo-European languages, 14,288 speak Asian and Pacific Island Languages and 6,082 speak other languages.

Due to the importance of HUD programs and the universal availability of some programs, the entire jurisdiction was analyzed. Additional four-factor analyses should be conducted on a program basis with a more limited geographic range.

Language	Primary Language Spoken at Home		Limited English-Speaking Households		
	#	%	#	% of Total Households	% of Prim. Home Lang.
Population 5 years and over	1,797,580	--	289,349	16.1%	--
Spanish	467,357	26.0%	187,252	10.4%	40.1%
Other Indo-European	209,000	11.6%	81,727	4.6%	39.1%
Asian and Pacific Island	30,351	1.7%	14,288	0.1%	27.1%
Other	25,261	1.4%	6,082	<0.1%	24.1%

Source: 2014-2018 American Community Survey 5-Year Estimates (S1601)

### Factor 2: Frequency of Contact

Housing services require ongoing communication and needs to be available throughout the year. Depending on the program specifics, procedures will vary as detailed in the LAP. Race and Ethnicity beneficiaries are reported in the county’s annual Consolidated Annual Performance Report to HUD. The following table shows the composition of households or individuals assisted in Broward County by entitlement program. Hispanic residents make up more than half of CDBG participants and nearly one-quarter of HOME program participants.

### Racial and Ethnic Composition of Households/Individuals Assisted (2018 CAPER)

	CDBG		HOME	
	#	%	#	%
White	968	81.6%	78	31.2%
Black or African American	208	17.5%	170	68.0%
Asian	11	1.0%	2	0.8%
American Indian or American Native	0	0%	0	0.0%
Native Hawaiian or Other Pacific Islander	0	0%	0	0.0%
<b>Total</b>	<b>1,187</b>	<b>--</b>	<b>250</b>	<b>--</b>
Hispanic	602	50.7%	60	24.0%
Not Hispanic	585	49.3%	190	76.0%

#### Factor 3: Nature and Importance of the Program

Per the “Department of Housing and Urban Development Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” HUD programs play a critical role in the community and should rank high on the critical/non-critical continuum. The importance will vary depending on each program, but the housing department as a whole is critical.

#### Factor 4: Available Resources

Given the limited resources available, it is imperative that a cost/benefit analysis be performed when considering translation efforts for each program. It is difficult to gauge whether a community’s participation (or lack thereof) is due to failed outreach efforts or if they generally do not have a need. However, efforts can be made to show compliance with Title VI.

In general, all documents should be available in Spanish and it would be highly beneficial to have a staff member serve as a point of contact for the Spanish LEP community. The remainder LEP populations should be targeted on a project-by-project basis. The jurisdiction should also reach out to community leaders who may be able to provide translation services. Regardless, speakers of every language listed above should be made aware of their right to a free oral translation of documents upon request.

#### Conclusion:

To assist in showing strong evidence for compliance with Title VI’s prohibition against discrimination, Broward County shall produce a thorough Language Access Plan. This plan should provide guidance for the creation of translated documents on a program-by-program basis and for the division as a whole. Particular care should be taken to ensure documents are prepared

ahead of time for any disaster relief to minimize delays in service for households harmed by hurricanes or other disasters

**Language Access Plan:**

As a result of the Four-Factor Analysis, Broward County has determined persons with limited English proficiency who primarily speak Spanish are in need of language assistance. For this purpose, the county has identified the following types of language assistance be provided as needed throughout HUD entitlement programs CDBG and HOME:

- All public notices and published citizen participation advertisements will include a statement that services and program materials are available in Spanish upon request.
- All citizen participation notices will include a statement that translators will be available at public meetings upon prior request.
- If needed, a translator may be retained to provide oral translation at public meetings and hearings and also during the implementation of the project activities (as needed for housing and public services).

Additionally, individual projects shall take into account the LEP populations living in the project area to ensure assistance is provided for LEP residents speaking languages other than Spanish.

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Chief Elected Official

\_\_\_\_\_  
Date



Adopted:  
10/24/18



# City of Tamarac Transit Title VI Program Plan

Prepared by:  
Parks and Recreation Department  
City of Tamarac Transportation Division



**TITLE VI PROGRAM  
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### Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Plan

*49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].*

City of Tamarac Transit assures the Florida Department of Transportation that no person shall on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the agency.

City of Tamarac Transit further agrees to the following responsibilities with respect to its programs and activities:

- Designate a Title VI Liaison that has a responsible position within the organization and access to the recipient’s Chief Executive Officer or authorized representative.
- Issue a policy statement signed by the Chief Executive Officer or authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient’s organization and to the public. Such information shall be published where appropriate in language other than English.
- Develop a complaint process and attempt to resolve complaints of discrimination against the City of Tamarac Transit.
- Participate in training offered on the Title VI and other nondiscrimination requirements.
- If reviewed by FDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
- Have a process to collect racial and ethnic data on persons impacted by the agency’s programs.
- Submit the information required by Federal Transportation Administration (FTA) Circular 4702.1B to the primary recipients (refer to Appendix A of this plan)

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the agency.



10-25-18

Executive Director/Signatory Authority, City of Tamarac  
Michael C. Cernech, City Manager

Date

## **Introduction & Description of Services**

City of Tamarac Transit submits this Title VI Plan in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

City of Tamarac Transit is a sub-recipient of FTA funds and provides service in Tamarac, FL and portions of Lauderdale Lakes and North Lauderdale. A description of the current City of Tamarac Transit system is detailed below.

Title VI Coordinator  
Lorenzo Calhoun, Director of Human Resources  
7525 NW 88<sup>th</sup> Avenue  
Tamarac, FL 33321  
Phone: (954) 597-3601  
Fax: (954) 597-3610

Hearing Impaired: Florida Relay 1(800)955-8770 (Voice) or 1(800)-955-8771(TTY)

City of Tamarac Transit must designate a liaison for Title VI issues and complaints within the organization. The coordinator is the focal point for Title VI implementation and monitoring of activities receiving federal financial assistance. Key responsibilities of the Title VI Coordinator include:

- Maintain knowledge of Title VI requirements.
- Attend training on Title VI and other nondiscrimination authorities when offered by FDOT or any other regulatory agency.
- Disseminate Title VI information to the public including in languages other than English, when necessary.
- Develop a process to collect data related to race, gender and national origin of service area population to ensure low income, minorities, and other underserved groups are included and not discriminated against.
- Implement procedures for the prompt processing of Title VI complaints.

## **Current Description of System**

The City of Tamarac is a municipal corporation. The five-member City Commission is the legislative and policy making branch of the City of Tamarac government. The City Manager is the chief executive officer of the City of Tamarac government and directs the functions of city government and reports directly to our City Commission. The City of Tamarac government comprises the following eleven (11) departments: Building, City Clerk's Office, City Manager's Office, Community Development, Financial Services, Fire/Rescue, Human Resources, Information Technology, Parks and Recreation, Police Services and Public Services. The City Manager is responsible for all day-to-day operations of our organization and reports directly to our City Commission. Our City Commission is committed to this program and has, therefore, incorporated our service within Broward County's Transit (BCT) Program. Transportation services are provided in accordance with the approved System Safety Program Plan and the Security Program Plan.

The City of Tamarac Parks and Recreation Department is made up of four (4) divisions consisting of Aquatics, Recreation, Social Services, and Transportation. The Transportation Division is responsible for the daily operations of the transportation program. Staff include the Community Services Manager, Social Services Supervisor, Dispatch Clerk, Lead Bus Driver, five (5) full-time bus Drivers, three (3) part-time Bus Drivers and one (1) On-Call Bus Driver.



The Mission of the Transportation Division is to enhance the quality of life and provide independence for Tamarac residents through the provisions of quality and reliable transportation programs and services. The City of Tamarac has an integrated transportation program that includes three (3) types of transportation: Transit (Community Bus Service), Shuttle and Paratransit. The City of Tamarac has an Interlocal Agreement with Broward County Transit for Community Bus Service effective September 30, 2014. The route-based transit service consists of two (2) separate routes, the Red and Red Extension. The Red runs Monday- Friday from 7:00am – 7:00pm and the Red Extension runs Tuesday and Thursday from 9:00am – 5:00pm. The community bus service increases the number of destinations and connections that can be reached through public transit. Destinations along the Tamarac routes include shopping centers, medical facilities, community center and residential areas. As a complement to the fixed route system the transportation division also operates shuttle service once per month to shopping and entertainment venues as well as a paratransit system that provides service on a demand response basis. This service is mainly geared for individuals who are unable to access the fixed route service due to disabilities and/or age. The service days and hours are Monday – Friday from 8:15am – 3:00pm.

City of Tamarac’s Social Services Supervisor is responsible for the training and supervision of our transportation program ensuring compliance with policies, procedures, regulations and standards of quality and safety. All safety sensitive employees are required to complete FDOT approved safety and security training as part of their new hire orientation. All our drivers must possess at minimum a Commercial Driver’s License Class B driver’s license with a passenger endorsement at the time of hire and obtain CPR/First Aid certification within six months of employment. All new employees are also required to complete two weeks of on-the-road driver training, which includes riding with a training driver, behind-the-wheel training, and training on proper use of wheel chair lifts and securement devices. The Community Services Manager is responsible for the planning and implementation of strategies for improving and modifying the transportation program as well the management of the System Security Program Plan and Security Plan. Renewal of all liability insurance for the vehicles is handled by the City’s Risk Department.

Maintenance on all agency vehicles is provided by the City of Tamarac Fleet Division in which ASE certified technicians with experience in working on commercial passenger vehicles are employed. All maintenance is performed using the Preventative Maintenance Plan, which conforms to the State Vehicle Maintenance Guidelines set forth in the FDOT Preventative Maintenance Guidelines document. All vehicle files and driver files are kept on-site at our operations base located at 6001 N Nob Hill Road, Tamarac, FL 33321 and are maintained by the Social Services Supervisor. All records are maintained and retained for a minimum of four (4) years.

### First Time Applicant Requirements

*FTA Circular 4702.1B, Chapter III, Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.*

The City of Tamarac Transit Operations is not a first-time applicant for FTA/FDOT funding. The following is a summary of the City of Tamarac Transit Operations’ current and pending federal and state funding.

During the previous three years, no Federal or State Agency completed a Title VI compliance review of the City of Tamarac, nor has the City been found to be in noncompliance with any civil rights requirements.

## Annual Certifications and Assurances

*FTA Circular 4702.1B, Chapter III, Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.*

City of Tamarac Transit will remain in compliance with this requirement by annual submission of certifications and assurances as required by FDOT and/or Broward County Transit.

## Title VI Plan Concurrence and Adoption

The Plan was approved and adopted by City of Tamarac's Commission during a meeting held on October 24, 2018. A copy of the meeting minutes and FDOT concurrence letter is included in Appendix B.

## Title VI Notice to the Public

*FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.*

The City of Tamarac hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint and/or obtain a complaint form by contacting Broward County Transit (BCT) at (954) 357-8481, TTY (954) 357-8302, or by visiting BCT's website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>, or in writing to the Broward County Transportation Department, Transit Manager - Compliance, 1 North University Drive, 3100A, Plantation, FL 33324. Any such complaint must be filed in writing within one hundred-eighty (180) days following the date of the alleged discriminatory action.

The notice will be translated into other languages, as necessary.

### Notifying the Public of Rights Under Title VI

- The City of Tamarac operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Broward County Transit.
- For more information on the City of Tamarac’s civil rights program, contact the Director of Human Resources at 954-597-3601, Hearing Impaired: Florida Relay 1(800)955-8770 (Voice) or 1(800)-955-8771(TTY).
- For more information on Title VI procedures, to file a complaint and/or obtain a complaint form contact Broward County Transit (BCT) at (954) 357-8481, TTY (954) 357-8302, or visit BCT’s website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>. You may also request information in writing to the Broward County Transportation Department, Transit Manager - Compliance, 1 North University Drive, 3100A, Plantation, FL 33324.
- If information is needed in another language, contact (954) 357-8481, TTY (954) 357-8302.

### Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of City of Tamarac’s obligations under Title VI and to inform them of the protections afforded them under Title VI. At a minimum, the notice will be posted in public areas of the Tamarac Community Center and on the City’s website at [www.tamarac.org](http://www.tamarac.org). Additionally, City of Tamarac will post the notice on transit vehicles.

### Title VI Procedures and Compliance

*FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to member of the public.*

In accordance with the Interlocal Agreement between Broward County and the City of Tamarac for Community Bus Service, the City will use BCT’s Complaint Process, Form and Procedures.

### Complaint Procedure

A copy of the complaint form is provided in Appendix C and on Broward County Transit’s website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>.

### Complaint Form

A copy of the complaint form is provided in Appendix C and on Broward County Transit’s website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>.

## Record Retention and Reporting Policy

City of Tamarac Transit will submit Title VI Plans to Broward County Transit for concurrence on an annual basis or any time a major change in the Plan occurs.

Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

## Sub-recipient Assistance and Monitoring

*FTA Circular 4702.1B, Chapter III, Paragraph 11: Primary recipients should assist their sub-recipients in complying with DOT's Title VI regulations, including the general reporting requirements.*

City of Tamarac Transit does not have any sub-recipients to provide monitoring and assistance. As a sub-recipient to Broward County Transit, the City of Tamarac Transit utilizes the sub-recipient assistance and monitoring provided by Broward County Transit, as needed. In the future, if the City of Tamarac Transit has sub-recipients, it will provide assistance and monitoring as required by FTA Circular 4702.1B.

## Contractors and Subcontractors

City of Tamarac Transit is responsible for ensuring that contractors are in compliance with Title VI requirements. Contractors may not discriminate in the selection and retention of any subcontractors. City of Tamarac Transit, contractors, and subcontractors may not discriminate in their employment practices in connection with federally assisted projects. Contractors and subcontractors are not required to prepare or submit a Title VI Plan. However, the City of Tamarac includes the following nondiscrimination clause as a part of the standard terms and conditions for invitations for bid.

“During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, including pregnancy, gender identity and expression, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.”

## Title VI Investigations, Complaints, and Lawsuits

*FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations...; lawsuits, and complaints naming the recipient.*

City of Tamarac Transit has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years.

## Public Participation Plan

*FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as individuals with disabilities, low-income populations, and others.*

The Public Participation Plan (PPP) for City of Tamarac Transit was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for the City of Tamarac Transit. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The PPP is included as Appendix D to this Title VI Plan.

### Current Outreach Efforts

The following is a short description of the City of Tamarac Transit's outreach activities.

#### Educational Outreach

Educational Outreach consists of the developments of various activities and informational material on projects and initiatives. Translated materials and other translation services will be made available to members of Limited English Proficiency (LEP) populations. This includes:

- Flyers and Brochures
- Customer Service Center
- Website
- Newspaper Advertising

#### Formal and Informal Meetings

Public hearings and informational meetings are scheduled prior to and during planning and implementing of projects to provide an opportunity for the public to comment. Public hearings are conducted in accordance with federal and state requirements, including the provision of translated materials. This includes:

- Public Hearings
- Public Information Meetings
- Business, Community and Neighborhood Association Meetings
- Focus Groups

**Transactional Surveys**

Transactional surveys include five (5) standard questions that measure customer service related to the concept of Playing your PART (Professionalism, Accuracy of Information, Responsiveness and Timeliness) and three (3) questions that are department specific related to the vehicles, drivers and experience. Transactional surveys are distributed to participants to seek immediate feedback. This data measures the day to day operation satisfaction levels and also allows for immediate feedback through comments. This survey method helps the Tamarac Transit and City reach its goals for satisfaction levels and clear communication.

**Website and Social Media**

Tamarac Transit uses a multifaceted social media strategy via the internet through the City of Tamarac website to interact with the public. In addition, translation to various languages is available by choosing Site Tools and Translate Page on the Tamarac Transportation website to reflect the current Limited English Proficiency (LEP) needs of its service areas.

**Language Assistance Plan**

*FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).*

City of Tamarac Transit operates a transit system within Tamarac and portions of Lauderdale Lakes and North Lauderdale. The Language Assistance Plan (LAP) has been prepared to address City of Tamarac Transit’s responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In the City of Tamarac Transit service area there are 8,716 residents or 16.77% who describe themselves as not able to communicate in English very well (Source: US Census). City of Tamarac Transit is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. City of Tamarac Transit has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP. The LAP is included in this Title VI Plan as Appendix E.

## Transit Planning and Advisory Bodies

*FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.*

City of Tamarac Transit does not have a transit-related committee or board; therefore, this requirement does not apply.

## Title VI Equity Analysis

*FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.*

City of Tamarac Transit has not recently constructed any facilities nor does it currently have any facilities in the planning stage. Therefore, Tamarac Transit does not have any Title VI Equity Analysis reports to submit with this Plan. City of Tamarac Transit will utilize the demographic maps included in Appendix G for future Title VI analysis.

## System-Wide Service Standards and Policies

*FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.*

In accordance with the FTA Title VI requirements, City of Tamarac Transit has adopted the following system-wide service policies and standards to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin. Additionally, City of Tamarac Transit in conjunction with Broward County Transit will perform on-going monitoring and evaluation of its existing service and analyze the performance of the system.

### **Fare Policy:**

City of Tamarac Transit route fares are approved by the City of Tamarac Commission. The current fare is 75-cents per ride. Additionally, Tamarac Transit complies with the provisions of 49 U.S.C. 5307(c)(1)(D) commonly referred to as the “half fare” requirement.

### **Service Standards & Policies:**

The City of Tamarac Transit use the following service standards and service policies for the transit route service. The City of Tamarac Transit collaborates with Broward County Transit to monitor service standards as necessary as per FTA Circular 4702.1B.

<b>10.1 SERVICE STANDARDS</b>	
<b>Type</b>	<b>Standard Description</b>
Vehicle Load	1.5 capacity ratio for all vehicles
Vehicle Headway Weekday	The Red Route averages 60 minute headway all day. The Red Extension Route averages 60 minute headway all day.
On-Time Performance	80% On-Time Performance is expected of Community Shuttle routes. On-time is defined based on departures of zero (0) minutes to five (5) minutes late.
Service Availability	Community Shuttle routes operate to complement BROWARD COUNTY'S (COUNTY) local, breeze, express, and paratransit services. To the greatest extent possible Tamarac Transit will fill gaps in the county service coverage and offer local circulation to neighborhood destinations.
<b>10.2 SERVICE POLICIES</b>	
Transit Amenities	The CITY collaborates with COUNTY in the siting of transit amenities in accordance with a criteria based on ridership, community need, and available right-of-way. For passenger convenience, City of Tamarac Transit stops are generally placed in close proximity of shopping plazas, grocery stores, hospitals, parks, and offices.
Vehicle Assignment	Vehicles in service for 5 years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the capacity threshold should be addressed through additional service. The COUNTY is generally responsible for the procurement and replacement of transit vehicles based on need and available funding.



## Appendices

- APPENDIX A FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
- APPENDIX B TITLE VI PLAN ADOPTION MEETING MINUTES AND FDOT CONCURRENCE Letter
- APPENDIX C TITLE VI COMPLAINT FORM
- APPENDIX D PUBLIC PARTICIPATION PLAN
- APPENDIX E LANGUAGE ASSISTANCE PLAN
- APPENDIX F OPERATING AREA LANGUAGE DATA: THE CITY OF TAMARAC SERVICE AREA
- APPENDIX G DEMOGRAPHIC MAPS

### Appendix A: FTA Circular 4702.1B Reporting Requirements for Transit Providers

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

#### General Requirements (*All recipients must submit*):

- Title VI Notice to the Public, including a list of locations where the notice is posted
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- Title VI Complaint Form
- List of transit-related Title VI investigations, complaints, and lawsuits
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees  
Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

#### Requirements of Transit Providers (*All Fixed Route Transit Providers must submit*):

- All requirements set out in Chapter III (General Requirements)
- Service standards
- Vehicle load for each mode
- Vehicle headway for each mode
- On time performance for each mode
- Service availability for each mode
- Service policies
- Transit Amenities for each mode
- Vehicle Assignment for each mode

**Appendix B: Title VI Plan Adoption Meeting Minutes and FDOT Concurrence Letter**



Transportation Department

**TRANSIT DIVISION / Administration**

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8305

### **LANGUAGE TRANSLATION SERVICE AVAILABLE**

*NOTE: If you require this Title VI Complaint Form to be translated into another language, please log onto [www.broward.org/bct](http://www.broward.org/bct). Click on either "Microsoft Translator" or "Google Translate" at the top right corner of the web page and select the appropriate language for your translation.*

### **SERVICO DE TRADUCCIÓN LENGUA DISPONIBLE**

*NOTA: Si usted requiere de este Formulario de Queja del Título VI de ser traducido a otro idioma, por favor haga clic en cualquiera de "Microsoft Translator" o "Google Translate" en la esquina superior derecha de esta página web y seleccionar el idioma.*

### **LANG TRADIKSYON SÈVIS KI DISPONIB**

*REMAK: Si w mande pou s a Tit VI Fòm Plent dwe tradui nan yon lòt lang, tanpri klike sou swa "Tradiktè Microsoft" oswa "Google Translate" nan kwen paj sa a web tèt dwat epi chwazi lang ki apwopriye a pou tradiksyon ou.*

**Broward County Board of County Commissioners  
Transportation Department**

**COMPLAINT OF ADA and TITLE VI DISCRIMINATION**

The Broward County Transit Division, as a recipient of federal financial assistance, is required to ensure that its transit service and related benefits are distributed in a manner consistent with Title VI of the Civil Rights Acts of 1964, as amended.

Any person who believes that he or she, individually, or as a member of any specific class of persons, has been subjected to discrimination under Title VI, on the basis of race, color, or national origin, may file a written complaint with the Broward County Transit Division.

We are asking for the following information to assist us in processing your complaint. If you need help in completing this form, please contact us at (954) 357-8481 or TTY: (954) 357-8302.

*NOTE: Alternate means of filing complaint, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.*

1. Complainant Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

2. Person you believe discriminated against you (if known):  
 Name: \_\_\_\_\_

3. Location of incident: \_\_\_\_\_

4. Are you represented by an attorney for this complaint?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please complete the following:

- Attorney's Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

5. Which of the following best describes the reason you believe the discrimination took place? Please circle.

Race	Color	National Origin	Sex	Income Status	Age
Disability	Retaliation	Sexual Orientation	Political Affiliation	Marital Status	

6. Date(s) of the alleged discrimination: \_\_\_\_\_

7. In the space below, please describe the alleged discrimination. Explain what happened and who you believe was responsible. (Include bus number, route number, name of transit employee(s) involved in the incident, date, location, and time of the incident, if applicable.) Attach additional sheet if necessary.

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

8. Have you filed a complaint of the alleged discrimination with a federal, state, or local agency; or with a state or federal court?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, check all that apply:

Federal \_\_\_\_\_ Federal Court \_\_\_\_\_
State \_\_\_\_\_ State Court \_\_\_\_\_ Local Court \_\_\_\_\_

Please provide the name of the Agency where you filed your complaint.

Agency Name: \_\_\_\_\_
Contact Person: \_\_\_\_\_

Complainant Signature \_\_\_\_\_

Date of Signature \_\_\_\_\_

You may attach any additional information you think is relevant to your complaint.

Submit your signed complaint and any attachments to:

Broward County Transit Division
Attention: Transit Manager – Compliance
1 North University Drive, Suite 3100A, Box 306
Plantation, FL 33324

## Appendix D: Public Participation Plan (PPP)

**Introduction**

The Public Participation Plan (PPP) for City of Tamarac Transit was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for City of Tamarac Transit. The City also recognizes the importance of many types of stakeholders in the decision-making process, including other units of government, metropolitan area agencies, community-based organizations, major employers, passengers and the general public, including low-income, minority, LEP, and other traditionally underserved communities.

**Public Participation Goals**

The main goal of the PPP is to offer meaningful opportunities for all interested segments of the public, including, but not limited to, low-income, minority and LEP groups, to comment, about City of Tamarac Transit and its operations. The goals for this PPP include:

- **Inclusion and Diversity:** City of Tamarac Transit will proactively reach out and engage low-income, minority, and LEP populations for the City of Tamarac Transit service area so these groups will have an opportunity to participate.
- **Accessibility:** All legal requirements for accessibility will be met. Efforts will be made to enhance the accessibility of the public's participation.
- **Clarity and Relevance:** Issues will be framed in public meetings in such a way that the significance and potential effect of proposed decisions is understood by participants. Proposed adjustments to fares or services will be described in language that is clear and easy to understand.
- **Responsive:** City of Tamarac Transit will strive to respond to and incorporate, when possible, appropriate public comments into transportation decisions.
- **Tailored:** Public participation methods will be tailored to match local and cultural preferences as much as possible.
- **Flexible:** The public participation process will accommodate participation in a variety of ways and will be adjusted over time as needed.

**Public Participation Methods**

City of Tamarac Transit will conduct community meetings and listening sessions as appropriate with passengers, employers, community-based organizations, and advisory committees to gather public input and distribute information about service quality, proposed changes or new service options.

The public will be invited to provide feedback on the "How Can We Help" section of the City of Tamarac's website ([www.tamarac.com](http://www.tamarac.com)) and all feedback on the site will be recorded and passed on to City of Tamarac Transportation management. The public will also be able to call the City of Tamarac Transportation office at 954-597-3649 during its hours of operation.

For all public meetings, the venue will be a facility that is accessible for persons with disabilities and, preferably, is served by public transit. If a series of meetings are scheduled on a topic, different meeting locations may be used, since no one location is usually convenient to all participants.

For community meetings and other important information, City of Tamarac Transit will use a variety of means to make riders and citizens aware, including some or all of the following methods:

- In-vehicle advertisement
- Posters or flyers in the Community Center
- Posting information on website
- Press releases and briefings to media outlets
- Multilingual flyer distribution to community-based organizations, particularly those that target LEP population



- Other methods required by local or state laws or agreements

All information and materials communicating proposed and actual service adjustments will be provided in English and any other language that meets the “safe harbor” criteria.

### **Public Hearing**

City of Tamarac Transit, in compliance with the provisions of 49 U.S.C. Section 5307(c)(1)(I), shall hold a public hearing before its governing body as follows:

- Prior to the implementation or change in fares.
- Prior to any change in service affecting twenty-five percent (25%) or more to the Route miles, when calculated on total route miles or on daily revenue miles.
- Prior to establishing a new Community Bus Route.
- Prior to discontinuing any Community Bus Route in its entirety.
- Prior to implementing headway adjustments of more than fifteen (15) minutes.

At least one Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

- A description of the contemplated service or fare change, as appropriate.
- The date, time, and accessible location of the hearing.
- The location and addressee to whom written comments may be sent.
- Criteria for requesting available accommodations and alternative formats.



## Appendix E: Language Assistance Plan (LAP)

### Introduction

City of Tamarac operates a transit system within Tamarac and portions of Lauderdale Lakes and North Lauderdale. The Language Assistance Plan (LAP) has been prepared to address City of Tamarac Transit's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). In the City of Tamarac Transit's service area there are 8,716 residents or 16.77% who describe themselves as not able to communicate in English "very well" (Source: US Census).

City of Tamarac Transit is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. City of Tamarac Transit has utilized the U.S. Department of Transportation (USDOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP.

For many LEP individuals, public transit is the principal transportation mode available. It is important for City of Tamarac Transit to be able to communicate effectively with all its riders. When City of Tamarac Transit is able to communicate effectively with all of its riders, the service provided is safer, more reliable, convenient, and accessible for all within its service area. City of Tamarac Transit is committed to taking reasonable steps to ensure meaningful access for LEP individuals to this agency's services in accordance with Title VI.

This plan will demonstrate the efforts that City of Tamarac Transit undertakes to make its service accessible to all persons without regard to their ability to communicate in English. The plan addresses how services will be provided through general guidelines and procedures including the following:

- Identification: Identifying LEP populations in service areas
- Notification: Providing notice to LEP individuals about their right to language services
- Interpretation: Offering timely interpretation to LEP individuals upon request
- Translation: Providing timely translation of important documents
- Staffing: Identifying City of Tamarac Transit staff to assist LEP customers
- Training: Providing training on LAP to responsible employees.

### Four Factor Analysis

The analysis provided in this report has been developed to identify LEP population that may use City of Tamarac Transit services and identify needs for language assistance. This analysis is based on the "Four Factor Analysis" presented in the Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, dated April 13, 2007, which considers the following factors:

- 1) Demography: identifying the number and/or proportion of LEP persons served or encountered, and languages spoken in service area.
- 2) Frequency: determining the rate of contact with the City's programs, activities, and services.
- 3) Importance: gauging the nature and importance of City's program, service, and activities to people's lives.
- 4) Resources: assessing current and available resources, including language assistance services.

### Factor 1: The Number and Proportion of LEP Persons Served or Encountered in the Eligible Service Population

Of the 51,976 residents in the City of Tamarac Transit service area 8,716 residents describe themselves as speaking English less than "very well". People of Spanish/Spanish Creole, French Creole descent are the primary LEP persons likely to utilize City of Tamarac Transit services. For the City of Tamarac Transit service area, the American Community Survey of the U.S. Census Bureau shows that among the area's population 83.23% speak English "very well". For groups who speak English "less than very well", 10.28% speak Spanish/Spanish Creole and 3.91% speak French Creole.

Appendix F contains a table which lists the languages spoken at home by the ability to speak English for the population within the City of Tamarac Transit service area.

Factor 2: The Frequency with which LEP Individuals Come into Contact with Your Programs, Activities, and Services

City of Tamarac Transit has assessed the frequency with which LEP individuals come in contact with the transit system. The methods utilized for this assessment include analysis of Census data, examining phone inquiries, requests for translated documents, and staff survey. As discussed above, Census data indicates that people of Spanish/Spanish Creole and French Creole descent are the primary LEP groups. Phone inquiries and staff survey feedback indicated that City of Tamarac Transit dispatcher and drivers interact frequently with LEP persons. The majority of these interactions have occurred with LEP persons who mainly spoke Spanish or Creole.

Factor 3: The Nature and Importance of the Program, Activity, or Service Provided by the Recipient to People’s Lives

Public transportation and regional transportation planning is vital to many people’s lives. According to the Department of Transportation’s *Policy Guidance Concerning Recipient’s Responsibilities to LEP Persons*, providing public transportation access to LEP persons is crucial. A LEP person’s inability to utilize public transportation effectively, may adversely affect his or her ability to access health care, education, or employment.

City of Tamarac Transit operations staff are aware of the importance of providing meaningful access to information and services for LEP persons.

Bilingual customer service provides assistance on the use of the system and trip planning – very important for LEP’s to access the system.

The main LEP persons are of Spanish and French Creole descent. The City of Tamarac Transportation Division will work with social service, professional and leadership organizations with the Tamarac service area that focuses on outreach to these LEP populations.

Factor 4: The Resources Available to the Recipient and Costs

City of Tamarac Transit assessed its available resources that are currently being used, and those that could be used, to provide assistance to LEP populations. These resources include the following:

- Hired bilingual transportation staff to handle customer service inquiries in Spanish and French Creole.
- Website translation by Google or Microsoft including Spanish and French Creole to accommodate the changing demographic needs of passengers who may not use English as a primary language.
- Route schedules are available in alternative formats through Broward County Transit
- Print advertisements in Spanish and French Creole as needed.

Language Assistance Plan

In developing a Language Assistance Plan, FTA guidance recommends the analysis of the following five elements:

- Identifying LEP individuals who need language assistance
- Providing language assistance measures
- Training staff
- Providing notice to LEP persons
- Monitoring and updating the plan

The five elements are addressed below.

### Element 1: Identifying LEP Individuals Who Need Language Assistance

City of Tamarac Transit has identified the number and proportion of LEP individuals within its service area using United States Census data (see Appendix F). As presented earlier, 62.10% of the service area population speaks English only. The largest non-English spoken language in the service area is Spanish/Spanish Creole (22.43%). Of those whose primary spoken language is Spanish/Spanish Creole, approximately 10.28% identify themselves as speaking less than “very well”. Those residents whose primary language is not English or Spanish/Spanish Creole and who identify themselves as speaking English less than “very well” account for 6.49% of the service area population.

City of Tamarac Transit may identify language assistance need for an LEP group by:

1. Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
2. Having Census Bureau Language Identification Flashcards available at City of Tamarac Transit Meetings. This will assist City of Tamarac Transit in identifying language assistance needs for future events and meetings.
3. Having Census Bureau Language Identification Flashcards on all transit vehicles to assist operators in identifying specific language assistance needs of passengers. If such individuals are encountered, vehicle operators will be instructed to obtain contact information to give to City of Tamarac Transit management to follow-up.
4. Vehicle operators and front-line staff (i.e. Dispatchers, Transit Operation Supervisors, etc.) will be surveyed on their experience concerning any contacts with LEP persons during the previous year.

### Element 2: Language Assistance Measures

City of Tamarac Transit will undertake the following actions to improve access to information and services for LEP individuals:

1. Provide bilingual staff at community events, public hearings, and transit meetings when possible.
2. Survey transit drivers and other front-line staff annually on their experience concerning any contacts with LEP persons during the previous year.
3. Include statements clarifying that being bilingual is preferred on bus driver recruitment postings.
4. When an interpreter is needed in person or on the telephone, staff will attempt to access language assistance services from staff or qualified community volunteers.

City of Tamarac Transit will utilize the demographic maps provided in Appendix G in order to better City the above efforts to the LEP persons within the service area.

### Element 3: Training Staff

In the case of the City of Tamarac Transit, the most important staff training is for transportation office staff and transit drivers. These employees are bilingual in English and Spanish and/or English and French Creole.

The following training will be provided to key City of Tamarac Transit staff:

- Information on Title VI Procedures and LEP responsibilities
- Use of LEP “I Speak Cards”
- Documentation of language assistance requests
- How to handle a potential Title VI/LEP complaint

### Element 4: Providing Note to LEP Persons

City of Tamarac Transit will make Title VI information available in English, Spanish and French Creole on the City's website. Key documents are written in English, Spanish and French Creole. Notices are also posted in the Tamarac Community Center and on buses. Additionally, when staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

### Element 5: Monitoring and Updating the Plan

The plan will be reviewed and updated on an ongoing basis with assistance from Broward County Transit. Updates will consider the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether City of Tamarac's financial resources are sufficient to fund language assistance resources needed

City of Tamarac understands the value that its service plays in the lives of individuals who rely on this service, and the importance of any measures undertaken to make the use of system easier. City of Tamarac is open to suggestions from all sources, including customers, City of Tamarac Transit staff, other transportation agencies with similar experiences with LEP communities, and the general public, regarding additional methods to improve their accessibility to LEP communities.

### Safe Harbor Provision

DOT has adopted the Department of Justice's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP population. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

City of Tamarac Transit service area does have LEP populations which qualify for the Safe Harbor Provision. As shown in Appendix F, 7,379 speakers qualify for the Safe Harbor Provision as the number of persons which speak English less than "very well". Of those 7,379 speakers, 10.28% or 5,345 persons speak Spanish/Spanish Creole and 3.91% or 2,034 speak French Creole.

The Safe Harbor Provision applies to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. City of Tamarac may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures.

Appendix F: Operating Area Language Data: City of Tamarac Transit Service Area

Language	Population	Percent of Population
Total	51,976	100.00%
Speak only English	32,276	62.10%
Spanish or Spanish Creole	11,658	22.43%
Speak English “very well”	6,313	12.15%
Speak English less than “very well”	5,345	10.28%
French (incl. Patois, Cajun)	983	1.89%
Speak English “very well”	812	1.56%
Speak English less than “very well”	171	0.33%
French Creole	4,377	8.42%
Speak English “very well”	2,343	4.51%
Speak English less than “very well”	2,034	3.91%
Italian	366	0.70%
Speak English “very well”	257	0.49%
Speak English less than “very well”	109	0.21%
Portuguese or Portuguese Creole	394	0.76%
Speak English “very well”	319	0.61%
Speak English less than “very well”	75	0.14%
German	78	0.15%
Speak English “very well”	64	0.12%
Speak English less than “very well”	14	0.03%
Yiddish	38	0.07%
Speak English “very well”	26	0.05%
Speak English less than “very well”	12	0.02%
Other West Germanic languages	11	0.02%
Speak English “very well”	11	0.02%
Speak English less than “very well”	-	0.00%
Scandinavian languages	16	0.03%
Speak English “very well”	6	0.01%
Speak English less than “very well”	10	0.02%

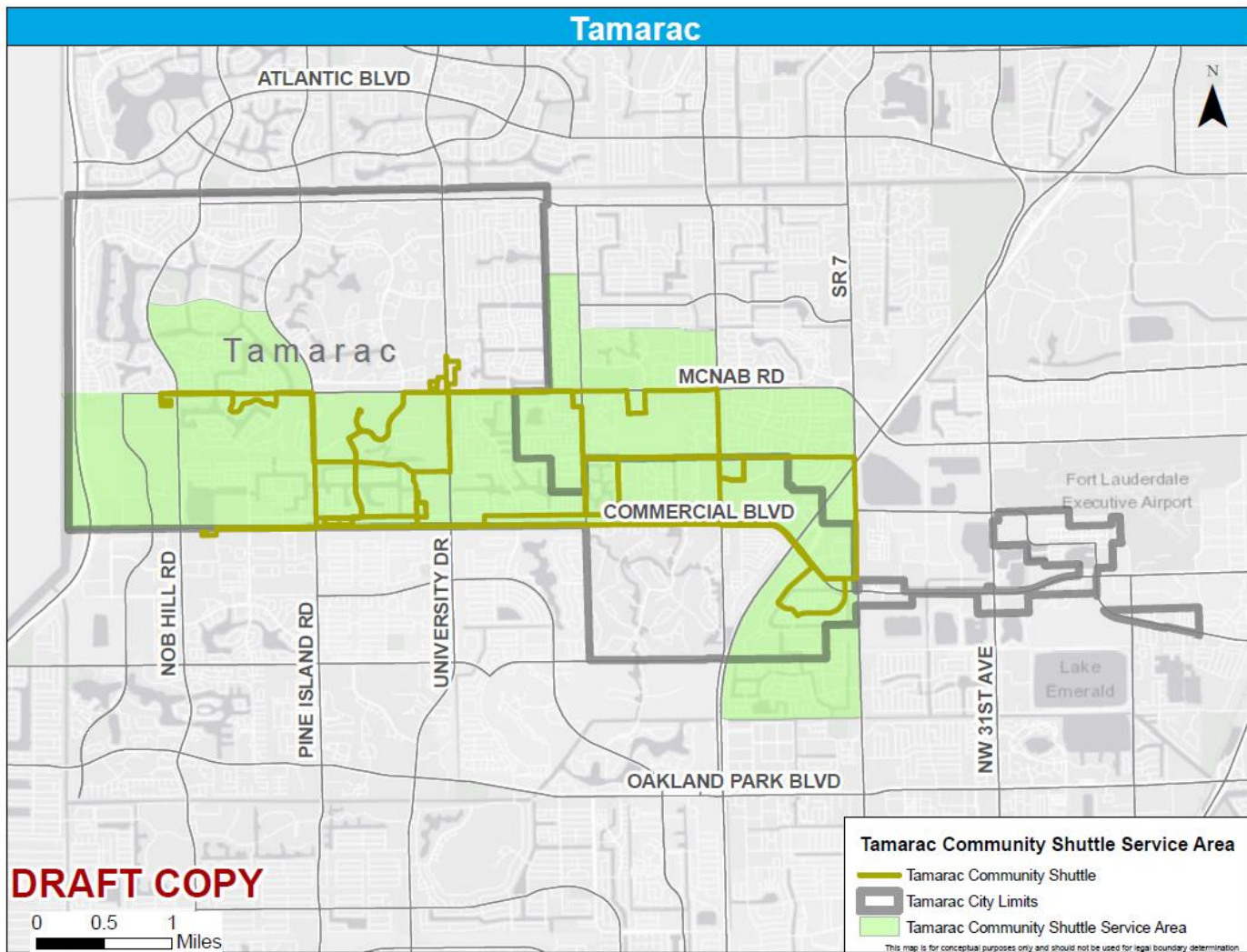
Language	Population	Percent of Population
Greek	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Russian	138	0.27%
Speak English "very well"	91	0.18%
Speak English less than "very well"	47	0.09%
Polish	143	0.28%
Speak English "very well"	80	0.15%
Speak English less than "very well"	63	0.12%
Serbo-Croatian	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Other Slavic Languages	33	0.06%
Speak English "very well"	33	0.06%
Speak English less than "very well"	-	0.00%
Armenian	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Persian	30	0.06%
Speak English "very well"	12	0.02%
Speak English less than "very well"	18	0.03%
Gujarati	88	0.17%
Speak English "very well"	73	0.14%
Speak English less than "very well"	15	0.03%
Hindi	57	0.11%
Speak English "very well"	16	0.03%
Speak English less than "very well"	41	0.08%
Urdu	49	0.09%
Speak English "very well"	36	0.07%
Speak English less than "very well"	13	0.03%

Language	Population	Percent of Population
Other Indic languages	195	0.38%
Speak English "very well"	37	0.07%
Speak English less than "very well"	158	0.30%
Other Indo-European Languages	120	0.23%
Speak English "very well"	14	0.03%
Speak English less than "very well"	106	0.20%
Chinese	185	0.36%
Speak English "very well"	25	0.05%
Speak English less than "very well"	160	0.31%
Japanese	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Korean	26	0.05%
Speak English "very well"	19	0.04%
Speak English less than "very well"	7	0.01%
Mon-Khmer, Cambodian	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Hmong	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Thai	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Laotian	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Vietnamese	222	0.43%
Speak English "very well"	50	0.10%
Speak English less than "very well"	172	0.33%

Language	Population	Percent of Population
Other Asian languages	19	0.04%
Speak English "very well"	6	0.01%
Speak English less than "very well"	13	0.03%
Tagalog	116	0.22%
Speak English "very well"	116	0.22%
Speak English less than "very well"	-	0.00%
Other Pacific Island languages	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Navajo	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Other Native American languages	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Hungarian	7	0.01%
Speak English "very well"	7	0.01%
Speak English less than "very well"	-	0.00%
Arabic	145	0.28%
Speak English "very well"	79	0.15%
Speak English less than "very well"	66	0.13%
Hebrew	134	0.26%
Speak English "very well"	67	0.13%
Speak English less than "very well"	67	0.13%
African languages	48	0.09%
Speak English "very well"	48	0.09%
Speak English less than "very well"	-	0.00%
Other and unspecified languages	24	0.05%
Speak English "very well"	24	0.05%
Speak English less than "very well"	-	0.00%



Appendix G: Demographic Maps



CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2020 052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) INFRASTRUCTURE REPAIR PROGRAM GRANT AWARD FROM THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) THROUGH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) FOR THE LIFT STATION GENERATOR PROJECT IN THE AMOUNT OF \$353,000; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A SUBRECIPIENT GRANT AGREEMENT AND NECESSARY DOCUMENTS PENDING LEGAL REVIEW BETWEEN THE CITY OF TAMARAC AND FDEO; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac wishes to provide our residents, businesses and visitors with the highest level of health safety services while preserving our environment; and

WHEREAS, the City of Tamarac has numerous lift stations located throughout the City pumping wastewater from communities and businesses; and

WHEREAS, wastewater lift stations may require generators providing electricity essential to power their respective wastewater pumps during power outages such as during a hurricane; and

WHEREAS, the City examined and determined that select lift station sites were problematic and required repeated temporary, mobile generators to power wastewater pumps, particularly during storms when power was lost; and

WHEREAS, the City planned to install permanent generators at these lift station sites within the City of Tamarac FY2019 Adopted Capital Improvement Program; and

WHEREAS, the US Department of Housing and Urban Development (HUD) provides storm mitigation grant funding to municipalities through the Florida Department of Economic Opportunity (FDEO) Community Development Block Grant Disaster Recovery (CDBG-DR) Grant Program; and

WHEREAS, the City of Tamarac was awarded a CDBG-DR federally funded subrecipient grant in the amount of \$353,000 for the provision of four wastewater lift station generators at specified locations within the City; and

WHEREAS, FDEO requires and the City agrees to provide this Resolution authorizing the City Manager or designee to sign the CDBG-DR grant agreement and necessary documents; and

WHEREAS, the Interim Director of Financial Services and Director of Public Services recommend acceptance of the CDBG-DR grant award and execution of necessary documents pending legal review; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept CDBG-DR grant program funding through HUD for the provision of four lift station generators and to execute the federal subrecipient grant agreement with FDEO pending legal review for grant funding in the amount of \$353,000.



NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution. All exhibits attached HERETO and referenced HEREIN are expressly incorporated and made a specific part of this Resolution.

Section 2: The City Commission of the City of Tamarac HEREBY accepts the Community Development Block Grant Disaster Recovery (CDBG-DR) Grant Program award from the US Department of Housing and Urban Development (HUD) through the Florida Division of Economic Opportunity (FDEO) for the Lift Station Generator Project.

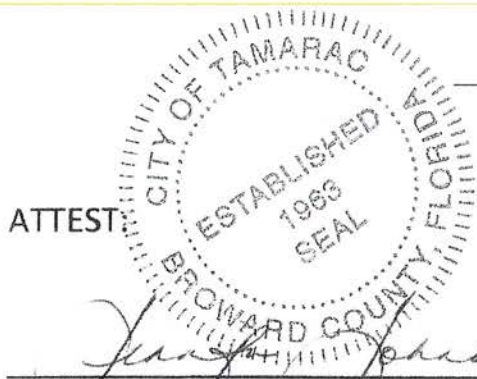
Section 3: The Tamarac City Manager and appropriate City Officials are HEREBY authorized to execute the CDBG-DR subrecipient grant agreement and necessary documents between the City of Tamarac and FDEO for grant funding in the amount of \$353,000 pending legal review. A copy of said agreement is attached HERETO as Exhibit A and is incorporated HEREIN by this reference

Section 4: All Resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

Section 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

Section 6: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this 8th day of July, 2020.



Michelle J. Gomez  
 MICHELLE J. GOMEZ  
 MAYOR

Jennifer Johnson  
 JENNIFER JOHNSON, CMC  
 CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	<u>yes</u>
DIST 1: V/M BOLTON	<u>yes</u>
DIST 2: COMM. GELIN	<u>yes</u>
DIST 3: COMM. FISHMAN	<u>yes</u>
DIST 4: COMM. PLACKO	<u>yes</u>

I HEREBY CERTIFY THAT I HAVE  
 APPROVED THIS RESOLUTION  
 AS TO FORM:

Samuel S. Goren

for SAMUEL S. GOREN  
 CITY ATTORNEY

**State of Florida**  
**Department of Economic Opportunity**

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**Federally-Funded**  
**Community Development Block Grant**  
**Disaster Recovery (CDBG-DR) Infrastructure Repair Program**  
**Subrecipient Agreement**

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and City of Tamarac, hereinafter referred to as the “Subrecipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

**WHEREAS**, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018” and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 ,, and the “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery Grantees”, 83 Federal Register No. 28 (February 9, 2018) ,83 Federal Register No. 157 (August 14, 2018); (hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery 2018 (hereinafter referred to as the “Action Plan”).

**WHEREAS**, CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of DEO’s Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

**WHEREAS**, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

**WHEREAS**, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

**NOW THEREFORE**, DEO and the Subrecipient agree to the following:

**(1) Scope of Work.** The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and



appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

**(2) Incorporation of Laws, Rules, Regulations and Policies.** The Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570 and the State's Action Plan.

**(3) Period of Agreement.** This Agreement begins upon execution by both Parties (the "Effective Date") and ends twenty-four (24) months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension.

**(4) Modification of Agreement.** Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

**(5) Records.**

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6), Audit Requirements and Attachments J and K herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.



(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(c), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

**(6) Audit Requirements**

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of DEO's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com), and DEO's grant manager; a blank version of which is attached hereto as Attachment K. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

**(7) Reports.** The Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

**(8) Inspections and Monitoring**

(a) The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 C.F.R. part 200.



(b) The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes in compliance with Federal statutes, regulations and the terms and conditions of this agreement.

(c) This review must include: (1) reviewing financial and performance reports required by DEO, (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO as detected through audits, on-site reviews and other means and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 C.F.R. §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

(9) **Duplication of Benefits.** The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance. The Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) **Liability.**

(a) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient further agrees to assume sole responsibility, training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. The subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. Nothing herein shall be construed as consent by the Subrecipient to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(c) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. The subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(11) **Events of Default.** If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation is made by the Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if the Subrecipient fails to keep



or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) The Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by DEO;

(d) The Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop.

The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

**(12) Remedies.** If an Event of Default occurs, DEO shall provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon twenty-four (24) hour written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand that the Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
  1. Requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
  2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
  3. Advising the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

**(13) Dispute Resolution.** DEO shall decide disputes concerning the performance of the Agreement, document dispute decisions in writing and serve a copy of same on the Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

**(14) Citizen Complaints.** The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination
- (b) A program assistance award calculation and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at [CDBG-DR@deo.myflorida.com](mailto:CDBG-DR@deo.myflorida.com) or submit by postal mail to the following address:

Attention: Office of Disaster Recovery  
Florida Department of Economic Opportunity  
107 East Madison Street  
The Caldwell Building, MSC 160



Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary;
- (b) Resolution; or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the DEO at:

Department of Economic Opportunity  
Caldwell Building, MSC-400  
107 E Madison Street  
Tallahassee, FL 32399

The Florida Office of Disaster Recovery operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

**(15) Termination.**

(a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The reasons for Termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Subrecipient. DEO may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from the Subrecipient is determined.

(e) Upon expiration or termination of this Agreement the Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

**(16) Notice and Contact.**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Tre Samuel  
 \_\_\_\_\_  
 107 E. Madison Street  
 \_\_\_\_\_  
 Tallahassee, FL 32399  
 \_\_\_\_\_  
 Office: 850-717-8544  
 \_\_\_\_\_  
 Tre.Samuel@deo.myflorida.com  
 \_\_\_\_\_  
 \_\_\_\_\_

(c) The name and address of the Local Government Project Contact for this Agreement is:

Michael Gresek  
 \_\_\_\_\_  
 7525 NW 88<sup>th</sup> Avenue  
 \_\_\_\_\_  
 Tamarac, FL 33321  
 \_\_\_\_\_  
 Office: 954-597-3562  
 \_\_\_\_\_  
 Fax: 954-597-3560  
 \_\_\_\_\_  
 Michael.gresek@tamarac.org  
 \_\_\_\_\_

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (16) above.



**(17) Contracts.** If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.326 when procuring property and services under this Agreement (refer to Attachment D).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (d) that the contractor is bound by the terms of this Agreement;
- (e) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (f) that the contractor shall hold DEO and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (g) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement; and
- (h) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment I).

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 C.F.R. 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

The Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

**(18) Terms and Conditions.** This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

**(19) Attachments.**

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
  - Attachment A – Scope of Work
  - Attachment B – Project Budget
  - Attachment C – Activity Work Plan
  - Attachment D – Program and Special Conditions
  - Attachment E – State and Federal Statutes, Regulations and Policies
  - Attachment F – Civil Rights Compliance
  - Attachment G – Reports
  - Attachment H – Warranties and Representations
  - Attachment I – Audit Requirements

Exhibit 1 to Attachment I – Funding Sources  
Attachment J – Audit Compliance Certification  
Attachment K – SERA Access Authorization Form  
Attachment L – 2 CFR Appendix II to Part 200  
Attachment M – Subrogation Agreement

**(20) Funding/Consideration.**

- (a) The funding for this Agreement shall not exceed \$353,000, three hundred and fifty three thousand dollars subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.
- (d) The Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.
- (f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (20)(i), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.
- (h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient.

**(21) Repayments.**

- (a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., the Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid to the Subrecipient.



(c) The Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs Cashier  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

**(22) Mandated Conditions.**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) The Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-



five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 C.F.R. § 200.474.

(k) If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Subrecipient hereby acknowledges that the Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. The Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) The Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**(23) Lobbying Prohibition.**

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of



Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (22), above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

**(24) Copyright, Patent and Trademark.** Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, the Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, the Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

**(25) Legal Authorization.**

(a) The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.



**(26) Public Record Responsibilities.**

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of the request.

(b) The Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If the Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) The Subrecipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents the Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.



(h) If the Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

**(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) The Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

**(27) Employment Eligibility Verification.**

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,

2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

<http://www.uscis.gov/e-verify>

(c) If the Subrecipient does not have an E-Verify MOU in effect, the Subrecipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

**(28) Program Income.**

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

**(29) National Objectives**

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

**(30) Independent Contractor.**

(a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO and the Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) The Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither the Subrecipient, nor its officers, agents, employees, subcontractors or



assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible for provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by the Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation


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State of Florida  
Department of Economic Opportunity  
Federally Funded Subrecipient Agreement  
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF TAMARAC

DEPARTMENT OF ECONOMIC OPPORTUNITY

By   
Signature  
Michael C. Cernech

By \_\_\_\_\_  
Signature  
Brian McManus

Title City Manager

Title Chief of Staff

Date 12-24-20

Date \_\_\_\_\_

Federal Tax ID #  
DUNS #

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

APPROVED AS TO FORM:

 7/28/20  
CITY ATTORNEY

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

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

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

## Attachment A – Scope of Work

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1. **PROJECT DESCRIPTION:** The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Florida to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Irma.

The Florida Department of Economic Opportunity (DEO) was awarded \$85,819,653 in Infrastructure repair funding through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Program by the U.S. Department of Housing and Urban Development (HUD) to address unmet disaster recovery needs related to damages from Hurricane Irma.

Projects that are eligible under the CDBG-DR Infrastructure Repair Program include:

- Restoration of infrastructure damaged by Hurricane Irma (including water and sewer facilities, streets, provision of generators, removal of debris, drainage, bridges, etc.);
- Water and sewer facilities have been identified as areas of critical importance. Projects involving these type facilities;
- Public facilities such as emergency community shelters;
- Demolition, rehabilitation of publicly or privately owned commercial or industrial buildings; and
- Economic revitalization which includes any CDBG-DR eligible activity that demonstrably restores and improves some aspect of the local economy.

The City of Tamarac was awarded \$353,000 for the purchase and installation of generators to allow for continued operation of waste watersystem lift stations during storms and prolonged power outages. The project will provide emergency power which will benefit 2,412 low-moderate income households in the area.

## 2. SUBRECIPIENT RESPONSIBILITIES:

### A. CDBG-DR INFRASTRUCTURE PROGRAM IMPLEMENTATION

The subrecipient shall perform the following tasks under this agreement:

1. Complete and submit to DEO within 30 days of agreement execution, a staffing plan which must be reviewed and approved by the DEO Agreement Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an



updated plan must be submitted to DEO for review and approval. The staffing plan must include the following:

- a. Organizational Chart; and,
  - b. Job descriptions for Subrecipient's employees, contracted staff, vendors and contractors.
2. Develop and submit a copy of the following policies and procedures to the DEO Agreement Manager for review and approval within the 30 days of execution. The Agreement Manager will provide approval in writing prior to the policies and procedures being implemented.
- a. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
  - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules
  - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and DEO Policies
  - d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedure for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).
  - e. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
3. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
4. Upload required documents into a reporting system provided by DEO.
5. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than 30 days after the execution of the subrecipient agreement. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the Agreement Manager.
6. Complete and submit an updated Activity Work Plan (Attachment C) for review and approval by DEO no later than 30 days after the execution of the subrecipient agreement. Any changes to the Activity Work Plan should be submitted in the monthly report submitted to DEO for review and approval by the Agreement Manager.

7. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.
8. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program guidelines, Action Plans, Action Plan amendments, and Federal, State and local laws.
9. Provide copies of all proposed procurements documents to DEO 10 business days prior to posting as detailed in Section (17) of the Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the DEO Agreement Manager. Should the procurement documents require revisions based on state or federal requirements, the subrecipient will be required to postpone procurement and submit revised documents for review and approval.
10. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
  - (a) Selection of applicants, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, finance and administration;
  - (b) Selection of applicants, subrecipients, and/or staff that will be responsible for managing demolition and/or construction;
  - (c) Selection of applicants, subrecipients, and/or staff that will be responsible for Appraisal, Environmental Review, title services, and legal services;
  - (d) Copies of all contracts will be executed by the subrecipients. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by the subrecipients must follow the terms and conditions set forth in this agreement provided between the Department and the subrecipient. Should the submitted contract require necessary additions and/or changes, the Department's Agreement Manager will contact the subrecipient regarding changes. The subrecipient is required to submit the updated contract within 30 days. Should the contract not be submitted in a timely manner, the subrecipient will be required to complete the selection process once more.
11. Ensure all projects seeking assistance under the current CDBG-DR funds for Hurricane Irma, and any future funds allocated for Hurricane Irma, provided by DEO, receive the required Environmental clearance from DEO prior to the Subrecipient being able to commit CDBG-DR funds.
12. Provide the following documentation to DEO within ten (10) calendar days after the end of each month:
  - (a) A revised detail report measuring the actual cost versus the projected cost.

- (b) An updated attachment C which documents any changes to the projected progress along with justification for the revision.
13. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Infrastructure program guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
14. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
- (a) Submit updated organization chart on a quarterly basis with quarterly report.
- (b) If staffing changes there must be a submittal stating the names, job descriptions, on the monthly report deadline
- (c) A progress report documenting the following information:
- i. Accomplishments within the past quarter;
  - ii. Issues or risks that have been faced with resolutions; and
  - iii. Projected activities to be completed within the following quarter.
15. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C, Activity Work Plan. If the Subrecipient is unable to meet a deadline within 30 calendar days of the due date, the Subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this agreement except by a formal amendment executed in accordance with Section (4) Modification of Agreement.
16. Close out reports will be no later than 60 calendar days after this Agreement ends or is otherwise terminated. Subrecipient shall provide pictures to document completed work.

**B. Purchase and Installation of Generators**

- Subrecipient is to order, purchase and install 4 generators
- Subrecipient must provide receipts for all materials ordered
- Subrecipient must provide before and after pictures documenting photos of the projects progress



**3.DELIVERABLES**

<b>Deliverable No. 1 – Generator installation</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Subrecipient complete the tasks outline in 2B. Total deliverable cost not to exceed \$353,000	Subrecipient must complete all task as detailed in 2.B. as evidenced by the invoice package as outlined in Section 4.A. below.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
<b>Deliverable 1 - \$353,000</b>		

**COST SHIFTING:** The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

**4. DEO'S RESPONSIBILITIES:**

- Monitor the ongoing activities of the Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.
- Assign an Agreement Manager as a point of contact for the Subrecipient
- Review the Subrecipient's invoice packages and process them on a timely basis.
- Provide a system for subrecipients to submit all required documentation related to the project.
- Monitor Subrecipient progress, review reports, conduct site visits, as determined necessary and at DEO's sole and absolute discretion, and process payments to Subrecipient.
- Provide ongoing technical assistance to ensure successful completion of the project as well as adherence to state and federal guidelines.

**4.A. INVOICE SUBMITTAL**

DEO shall reimburse the Subrecipient in accordance with Section 3, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).

1. Subrecipient shall provide one invoice per deliverable for all services rendered during the applicable period of time. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
2. The following documents shall be submitted with the itemized invoice:
  - a. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 3, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
  - b. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - c. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
  - d. Photographs of the project in progress and completed work;
  - e. A copy of all supporting documentation for vendor payments;
  - f. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
3. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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\*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds	Amount
1. Hazard Mitigation Grant Program: FEMA/FDEM	432000
2. Program Income	0
3.	
4.	



## Attachment C – Activity Work Plan

Subrecipient: CITY OF TAMARAC      Activity: Restoration of Infrastructure      Project Budget: 353,000  
 Contract Number: \_\_\_\_\_      Date Prepared: \_\_\_\_\_      Modification Number: \_\_\_\_\_

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date."  <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
Month1/2020	Month3/2020	State and Local Contracting (3-months)	0	0
Month3/2020	Month6/2020	Design/Permitting (3-months)	0	0
Month6/2021	Month9/2021	Bidding and Contracting (3-months)	0	0
Month9/2020	Month21/2022	Construction/Installation of Generators (12-months)	0	0
Month21/2022	Month23/2022	State and Local Inspection (2-months)	0	0
Month23/2021	Month24/2022	Closeout/Reimbursement (1-month)	4	353,000
		Total: 24 months		

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DEO Agreement No.:

## Attachment D – Program and Special Conditions

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### Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:
  - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
  - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
  - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
  - b. Comply with 24 C.F.R. part 58 and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.



6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
  - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
  - b. Section 3 Participation Report (Construction Prime Contractor);
  - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
  - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
  - a. Notice to Proceed;
  - b. The contractor's performance bond (100 percent of the contract price); and
  - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
  - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
  - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by the Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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## Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 83, No. 28/Friday, February 9, 2018/Notices and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of Grantee's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

### I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

### II. Audits, Inspections, and Monitoring

#### 1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

#### 2. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

#### 3. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may

require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

### **III. Drug-Free Workplace**

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

### **IV. Procurement and Contractor Oversight**

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489(l) as appropriate. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

### **V. Property Standards**

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-DR program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

### **VI. Federal Funding Accountability and Transparency Act (FFATA)**

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

### **VII. Relocation and Real Property Acquisition**

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.



In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

## VIII. Nondiscrimination

### 1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

### 2. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

### 3. State and Local Nondiscrimination Provisions

The subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

#### (i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants



shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

(i) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(ii) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(iii) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.



**IX. Labor and Employment**

**1. Labor Standards**

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

**X. Section 3 of the Housing and Urban Development Act of 1968**

**1. Definitions**

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean 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 and 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; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes 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.

**2. Compliance**

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- 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 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.
- C. The contractor agrees to send to each labor organization or representative of 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.
  - 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.
  - G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. Numerical Goals

Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.)

- A. Hiring - Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:
  - i. 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;
  - ii. 20 percent of the aggregate number of new hires for the one year period beginning in 1996; and
  - iii. 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.
- B. Contracting - Numerical goals set forth in paragraph (B) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:



- i. At least 10 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 for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- ii. At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

## **XI. Conduct**

### **1. Hatch Act**

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

### **2. Conflict of Interest**

In the procurement of supplies, equipment, construction and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

### **3. Lobbying Certification**

The Subrecipient hereby certifies that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (iii) The language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **XII. Religious Activities**

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

## **XIII. Environmental Conditions**

### **1. Prohibition on Choice Limiting Activities Prior to Environmental Review**

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use

of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

2. Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

3. Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

DEO shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

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## Attachment F – Civil Rights Compliance

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### Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken and
  - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

### Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment



Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and
  - c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

## **Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities,
  - b) Has a record of such an impairment or
  - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and
  - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### **Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-DR-funded contracts of \$100,000 or more.

#### **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 Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. 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 of 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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## Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that \_\_\_\_\_ shall comply with all of the provisions and Federal regulations listed in this attachment.

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

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

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

## Attachment G – Reports

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The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10<sup>th</sup> of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at [https://www.hud.gov/sites/documents/DOC\\_36660](https://www.hud.gov/sites/documents/DOC_36660); which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to DEO) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com) within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the **Scope of Work, Project Detail Budget and Activity Work Plan**.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.



## Attachment H – Warranties and Representations

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### Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 (and particularly 2 C.F.R. 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

### Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

### Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 C.F.R. § 200.318(c)(1).)

### Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all the work for which they are hired by the Subrecipient.



## Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### AUDITS

**PART I: FEDERALLY FUNDED.** This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received

by a nonstate entity for federal program matching requirements.

- 2 For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the Subrecipient’s resources obtained from other than state entities).

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC’s website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- b. The Auditor General’s Office at the following address: Auditor General

Local Government Audits/342 Claude  
Pepper Building, Room 401 111 West  
Madison Street Tallahassee, Florida 32399-  
1450



The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

*~ Remainder of this page is intentionally left blank ~*

## Exhibit 1 to Attachment I – Funding Sources

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**Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:**

<b>Federal Awarding Agency:</b>	U.S. Department of Housing and Urban Development
<b>Federal Funds Obligated to Subrecipient:</b>	\$591,374
<b>Catalog of Federal Domestic Assistance Title:</b>	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
<b>Catalog of Federal Domestic Assistance Number:</b>	14.228
<b>Project Description:</b>	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.

*This is not a research and development award.*

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

**Federal Program**

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401 - 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

**State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:** *N/A*

**Matching Resources for Federal Programs:** *N/A*

**Subject to Section 215.97, Florida Statutes:** *N/A*

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**

*N/A*

NOTE: Title 2 C.F.R. § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

## Attachment J – Audit Compliance Certification

<p><i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i></p>	
<p>Subrecipient:</p>	
<p>FEIN:</p>	<p>Subrecipient’s Fiscal Year:</p>
<p>Contact Name:</p>	<p>Contact’s Phone:</p>
<p>Contact’s Email:</p>	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</b></p>	
<p><b>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</b></p>	
<p>Signature of Authorized Representative</p>	<p>Date</p>
<p>Printed Name of Authorized Representative</p>	<p>Title of Authorized Representative</p>



## Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

### Subrecipient Enterprise Resource Application (SERA) Form

Department of Economic Opportunity Subrecipient Enterprise Resource Application (SERA) Security Agreement / Confidentiality Form for Subrecipients		All fields <b>MUST</b> be completed for access to be granted.			
<b>Section A – Requestor’s Information</b>					
<b>User Contact Information</b>		<b>Primary Unit Information</b>			
First Name: _____		Organization Name: _____			
Middle Name: _____		Address: _____			
Last Name: _____		City: _____			
Job Title: _____		State: _____ Zip: _____			
Phone Number: _____		Region: _____ County: _____			
Fax Number: _____		Unit(s): _____			
Email: _____					
<b>Section B – Level of Access Requested</b>					
PROGRAM GROUP	PROGRAM	PROGRAM SPECIFIC	READ ONLY	FULL ACCESS	REASON FOR ACCESS
WORKFORC E	All Workforce Programs		<input type="checkbox"/>	<input type="checkbox"/>	
ESS			<input type="checkbox"/>	<input type="checkbox"/>	
	WAP	<input type="checkbox"/>			
	LIHEAP	<input type="checkbox"/>			
	CSBG	<input type="checkbox"/>			
CDBG			<input type="checkbox"/>	<input type="checkbox"/>	
	CDBG	<input type="checkbox"/>			
	CDBG – DR (List below)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
<b>Section C – Subrecipient Access Approval</b>					
<b>Security / Confidentiality Agreement</b>					
Your supervisor has authorized you to have access to sensitive data through the use of the Department of Economic Opportunity (DEO) Information Systems and related media (i.e. printed reports, system inquiries, etc.). All confidential information, particularly Personally Identifiable information (PII) are subject to the protection of federal, state and local laws and are to be protected accordingly. Unauthorized access, use, disclosure, modification, and/or destruction of confidential information is a crime under state and federal laws, including, but not limited to The Florida Computer Crimes Act, Chapter 815 Florida Statutes (F.S.) and Florida's Unemployment Compensation Law, Chapter 443, F.S.					
*I certified that I have read the security/confidentiality statement printed above. I further certify and understand that unauthorized access, use modification, dissemination, and/or destruction of confidential information may be punishable as a crime and/or result in disciplinary action taken against me. I acknowledge that I have received, read and that I understand Chapter 815, F.S. and have received any necessary clarification from my supervisor.					
Requestor’s Signature _____		Supervisor’s Signature _____		CFO/ Executive Director’s Signature _____	
Print/Type Name _____	Date _____	Print/Type Name _____	Date _____	Print/Type Name _____	Date _____



Section D – DEO Authorization			
SERA ROLE _____	SERA PROFILE _____		
DEO Program Approval	Signature _____	Print Name _____	Date _____
DEO BFM Approval	Signature _____	Print Name _____	Date _____
DEO Security Officer's Approval	Signature _____	Print Name _____	Date _____
DEO IT: Activated	Date _____	Inactivated: _____	Date _____

- End of Attachment K -

## Attachment L

### 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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#### Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the **Davis-Bacon Act** (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work



week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F)** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G)** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H)** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I)** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J)** See § 200.322 Procurement of recovered materials. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**Attachment M**

**State of Florida  
Department of Economic Opportunity**

**Federally-Funded  
Community Development Block Grant  
Disaster Recovery (CDBG-DR) Subrogation Agreement**

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into on this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant-Disaster Recovery Program (the “CDBG-DR Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do,



or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-DR Program or the Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

**Warning:** Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**SUBRECIPIENT**

*[insert Subrecipient name]*

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

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

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

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

**DEO:**

*[insert name of administrative entity]*

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

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

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

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



January 8, 2020

Via Electronic Mail

Attn: Michael Gresek  
Grants Administrator  
City of Tamarac  
7525 NW 88<sup>th</sup> Avenue  
Tamarac, Florida 33321

Dear Mr. Gresek:

You have asked the Florida Department of Economic Opportunity (DEO) Office of Disaster Recover whether or not the “Broward County HOME CONSORTIUM 2020 Analysis of Impediments to Fair Housing Choice” prepared by Broward County and the City of Tamarac “Transit Title VI Program Plan” prepared jointly by your transportation division and parks and recreations department (“City of Tamarac Documentation”) satisfies the requirements of DEO Agreement #IR003, State of Florida Department of Economic Opportunity Federally-Funded Community Development Block Grant Disaster Recovery Infrastructure Repair Program Subrecipient Agreement (the Agreement), specifically Attachment F, Civil Rights Compliance and Fair Housing. The City of Tamarac Documentation does not satisfy the requirements of the Agreement.

Without limiting any other requirement of the Agreement, the City of Tamarac will need to “[h]ave in place a fair housing resolution or ordinance that covers at least all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex)”. You may provide a copy of such an ordinance or resolution adopted by the City of Tamarac through the City Commission or other body authorized to adopt ordinances and resolutions to demonstrate compliance. If the City of Tamarac has a proposed alternate means of furthering fair housing in a manner which is consistent with the U.S. Housing and Urban Development (HUD) requirements, please reach out to your DEO relationship manger with your proposal.

Very truly yours,

/James M. Jordan/

Assistant General Counsel



Florida Department of Economic Opportunity

Office of the General Counsel

[www.floridajobs.org](http://www.floridajobs.org)



## **Title - TR13559 - District 1 Reappointing Board Members**

A Resolution of the City Commission of the City of Tamarac, Florida, reappointing members to the Parks and Recreation Board, Planning Board and Public Art Committee to serve a term concurrent with the appointing Commission member, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 1

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
TR13559 Memo	2/12/2021	Cover Memo
TR13559 Resolution	2/12/2021	Resolution
Brian Zambrano Application	2/12/2021	Backup Material
Carl Williams Application	2/12/2021	Backup Material
Nicole Cleare Application	2/12/2021	Backup Material