

**CITY OF FORT LAUDERDALE
HOME INVESTMENT PARTNERSHIPS GRANT COMMUNITY HOUSING
DEVELOPMENT ORGANIZATION
FIRST AMENDMENT TO THE FY2023 PARTICIPATION AGREEMENT**

WITH

**BROWARD COUNTY HABITAT COMMUNITY HOUSING DEVELOPMENT
CORPORATION WITH JOINDER AND CONSENT OF HABITAT FOR HUMANITY
BROWARD, INC.**

THIS FIRST AMENDMENT, with an effective date of December 20, 2024 is entered into by and between the **City of Fort Lauderdale**, a Florida municipal corporation, with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301 ("City"), and **BROWARD COUNTY HABITAT COMMUNITY HOUSING DEVELOPMENT CORPORATION** ("PARTICIPANT"), **WITH JOINDER AND CONSENT OF HABITAT FOR HUMANITY BROWARD, INC. (HABITAT)** a Florida non-profit corporation with its principal address located at 888 NW 62nd Street 2nd Floor, Fort Lauderdale, FL 33309.

WHEREAS, housing accessibility is a top priority for the City Commission of the City of Fort Lauderdale.

WHEREAS, Participant intends to construct twenty (20) townhomes for homeownership which serves to advance the housing accessibility initiative.

WHEREAS, on December 19, 2023, via CAM No. 23-1215, the City Commission adopted a resolution approving an Affordable Housing Development Agreement and Assumption of Liability and Hold Harmless Agreement between the City of Fort Lauderdale and Habitat for Humanity Broward, Inc for the development of twenty (20) townhouse units for affordable homeownership.

WHEREAS, on February 20, 2024, via CAM No. 24-0132, City Commission approved a Participation Agreement with the Broward County Habitat Community Housing Development Corporation ("CHDO") with joinder and consent from Habitat for Humanity Broward, Inc, in the amount of \$1,520,872.63 as gap financing for the development and construction of twenty (20) affordable townhomes for homeownership.

WHEREAS, after executing the Participation Agreement, Participant faced unforeseen project costs due to additional Broward County Surface Water Management (SWM) requirements. SWM requires that the existing retaining wall be demolished and rebuilt.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **ADDENDUM:** The Participation Agreement is modified as follows:

The following paragraph is added to section 3.0 of Article III of the Participation Agreement.

The purpose of this Addendum is to add Community Development Block Grant funding not to exceed **\$482,000.00** to the original award of **\$1,520, 872.63** for a total maximum award of **\$2,002,872.63**. The Community Development Block Grant portion of the funding must be used to demolish and rebuild the retaining wall. The CDBG funding will be a forgivable loan that will be satisfied upon completion and transfer of all twenty (20) townhomes to Eligible Homebuyers. Notwithstanding, the forgiveness terms of the HOME and SHIP funding, as to the Participant and the Eligible Homebuyer, remain unchanged and in full force and effect.

The first bullet of Section 4.4.1 of Article IV is deleted and replaced with the following:

- Execute for recording a mortgage and note naming the City as Mortgagee and shall not hold a place less than third position to any other Mortgage Interest.

The second bullet of Section 4.7.1.6 of Article IV is deleted and replaced with the following:

Upon the sale of and closing on each townhome, the City shall execute and deliver a partial release of City mortgage provided the Eligible Homebuyer meets the HOME eligibility requirements and execute the documents at closing as required by the City. A final satisfaction of mortgage will be recorded when all townhomes have been sold to Eligible Homebuyers who have met the requirements of this agreement and executed the required documents.

Section 7.0 of Article VII is deleted and replaced with the following:

For purposes of this Agreement, the Effective Date of this Agreement shall be August 14, 2024, the Participant shall expend the initial contracted amount provided in Article

III in accordance with the terms of this Agreement. If the Participant fails to expend the initial contracted amount by September 30, 2026, the City may terminate this Agreement, and the remaining funds will be de-obligated.

The Participant will have up to twelve (12) months to complete all projected properties and spend all of its CHDO award.

The Participant must sell each townhome within nine (9) months of issuance of the Certificate of Occupancy.

The City's financial obligation shall at no time exceed the amount authorized under this Participation Agreement, as amended by this Amendment.

III. **Ratification**. In all other respect, the terms of the original executed Participation Agreement remain unchanged and in full force and effect.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE, a Florida municipal corporation

Donna Varisco

Signature

Donna Varisco

Witness Name – Printed or Typed

Kayla Weinberg

Signature

Kayla Weinberg

Witness Name - Printed or Typed

By: Susan Grant

Susan Grant, Acting City Manager

Date: December 30, 2024

ATTEST:

David R. Solomon

David R. Solomon
City Clerk



Approved as to form and correctness:

D'Wayne M. Spence, Interim City Attorney

By: Lynn Solomon

Lynn Solomon
Assistant City Attorney

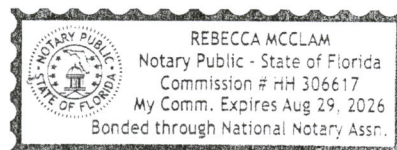
STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30th day of December, 2024, by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a Florida municipal corporation.

Rebecca McClam

(Signature of Notary Public – State of Florida)



Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

PARTICIPANT

**BROWARD COUNTY HABITAT
COMMUNITY HOUSING DEVELOPMENT
CORPORATION, a Florida non-profit
corporation**

WITNESSES:

Deyse K Peterson
Signature
DEYSE K. PETERSON
[Witness print name]

Donald Smith
Signature
Donald Smith
[Witness print name]

By: [Signature]
Chief Executive Officer
Print Name: Melanie Bully-Chambers

Attest:

By: Theodore Lynn
Secretary

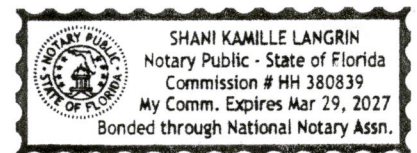
(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, me by means of ☒ physical presence or ☐ online notarization, this 20th day of December 2024, by Melanie Bully-Chambers as Chief Executive Officer, **BROWARD COUNTY HABITAT COMMUNITY HOUSING DEVELOPMENT CORPORATION**, a Florida non-profit corporation.

Shani Langrin
(Signature of Notary Public – State of Florida)

Shani Langrin
Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known X OR Produced Identification _____
Type of Identification Produced _____

JOINDER AND CONSENT

OWNER

HABITAT FOR HUMANITY OF BROWARD,
INC, a Florida non-profit corporation

WITNESSES:

Nancy K Peterson
Signature
Dorsey K Peterson
[Witness print name]

Donald Smith
Signature
DONALD SMITH
[Witness print name]

By: [Signature]
Chief Executive Officer
Print Name: Nancy Robin

Attest:

By: [Signature]
Secretary

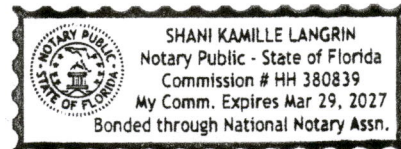
(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, me by means of ☒ physical presence or ☐ online notarization, this 20 day of December 2024, by Nancy Robin as Chief Executive Officer, **HABITAT FOR HUMANITY OF BROWARD, INC**, a Florida non-profit corporation.

[Signature]
(Signature of Notary Public – State of Florida)

Shani Langrin
Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known X OR Produced Identification _____

Type of Identification Produced _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1C

Today's Date: 12/30/2024

DOCUMENT TITLE: First Amendment to FY 23 Participation Agreement with Broward County Habitat Community Housing Development Corp.

COMM. MTG. DATE: 11/7/24 CAM #: 24-0936 ITEM #: M-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Erica K./ 6088 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: Erica K./6088 # of originals routed: 1 Date to CAO: 12/30/2024

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: 12/30/24 Lynn Solomon
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./ CMO Date: 12/30/24

4) City Manager's Office: CMO LOG #: Rec 83 Document received from: _____

Assigned to: SUSAN GRANT ☐ BEN ROGERS ☐
LAURA REECE ☐ _____ ☐

☐ APPROVED FOR S. GRANTS SIGNATURE ☐ N/A FOR S. GRANT TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: L. Reece (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☒ CCO Date: 12/30

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards _____ originals to: Deneice G./ HCD/ Ext. 6024

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to Deneice Graham
Email scan to Erica K. - 6088
Rev. 8/3/2022