STATE HOUSING INITIATIVES PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) RENTAL REHABILITATION LOAN AGREEMENT

THIS AGREEMENT is entered into this _	day of	, 2025, by and
betwe	en:	

CITY OF FORT LAUDERDALE, a Florida municipal corporation (hereinafter referred to as "City"),

and

FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION, a Florida not-for-profit corporation (hereinafter referred to as "Participant" or "Owner").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida adopted Ordinance No. C-93-20 on February 18, 1993, which created a Local Housing Assistance Trust Fund, established a Local Housing Partnership, and established a Local Housing Assistance Program to participate in the State Housing Initiatives Partnership ("SHIP"), which provide funds for affordable housing programs; and

WHEREAS, the City of Fort Lauderdale has met all the prerequisites for participation in the State Housing Initiatives Program for eligible housing activities and projects; and

WHEREAS, pursuant to Resolution No. 22-70, the City Commission adopted the 2022-2025 SHIP Program Local Housing Assistance Plan (LHAP) in accordance with Rule Chapter 67-37, Florida Administrative Code, as part of the SHIP Program which contains a Rental Development Strategy to provide funding for the construction or rehabilitation of affordable rental units; and

WHEREAS, the Participant has applied for funding to rehabilitate the Identified Properties described below; and

WHEREAS, as described in CAM NO. 24-1010 on January 7, 2025, the City allocated an amount not to exceed \$278,600.00 including charge for renovation and restoration of our rental properties and lien recording fee using 2022-2023 SHIP funds for a Community Housing Development Organization (CHDO); and

WHEREAS, Participant is a HUD-designated CHDO and thereby qualified to rehabilitate affordable rental units for low-income households and submitted a work proposal for the properties located at:

- Property ID: 5042 04 20 0220

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- also known as 100 N.W. 14th Avenue, Fort Lauderdale, Florida 33311 (third lien position); subject to the following liens; (1) Mortgage to THE CITY of Fort LAUDERDALE, mortgagee(s), recorded in O.R. Book 33229, Page 1069, modified by Modification Agreement recorded in O.R. Book 36218, Page 1359, subordinated by that certain Subordination Agreement recorded in O. R. Book 36389, Page 662, Limitation of Right of Future Advances recorded in O.R. Book 36857, Page 1963, O.R. Book 36857, Page 1965, O. R. Book 36857, Page 1967, and Limitation of Right of Future Advances recorded in O.R. Book 36857, Page 1969, Subordination recorded in O.R. Book 50915, Page 880, Public Records of Broward County, Florida.
 - (2) Mortgage to Florida Community Loan Fund, Inc, mortgagee(s), recorded in O.R. Book 50915, Page 884, and Mortgage Modification Agreement recorded in Instrument Number 118085350, Public Records of Broward County, Florida.

- Property ID: 5042-04-20-0170

- also known as 1215 1221 N.W. 1st Street, Fort Lauderdale, Florida 33311 (third lien position); subject to the following liens; (1) Mortgage to THE CITY of Fort LAUDERDALE, mortgagee(s), recorded in O.R. Book 33229, Page 1069, modified by Modification Agreement recorded in O.R. Book 36218, Page 1359, subordinated by that certain Subordination Agreement recorded in O. R. Book 36389, Page 662, Limitation of Right of Future Advances recorded in O.R. Book 36857, Page 1963, O.R. Book 36857, Page 1965, O. R. Book 36857, Page 1967, and Limitation of Right of Future Advances recorded in O.R. Book 36857, Page 1969, Subordination recorded in O.R. Book 50915, Page 880, Public Records of Broward County, Florida.
 - (2) Mortgage to Florida Community Loan Fund, Inc., mortgagee(s), recorded in O.R. Book 50915, Page 884, and Mortgage Modification Agreement recorded in Instrument Number 118085350, Public Records of Broward County, Florida.

- Property ID: 5042-04-20-0240

- Also known as 1324 N.W. 2nd Street, Fort Lauderdale, Florida 33311 (third lien position); subject to the following liens: (1) Mortgage to THE CITY of Fort LAUDERDALE, mortgagee(s), recorded in O.R. Book 33229, Page 1069, modified by Modification Agreement recorded in O.R. Book 36218, Page 1359, subordinated by that certain Subordination Agreement recorded in O. R. Book 36389, Page 662, Limitation of Right of Future Advances recorded in O.R. Book 36857, Page 1963, O.R. Book 36857, Page 1965, O. R. Book 36857, Page 1967, O.R. Book 36857, Page 1969, another Subordination recorded in O.R. Book 50915, Page 880, Public Records of Broward County, Florida.
 - (2) Mortgage to Florida Community Loan Fund, Inc. mortgagee(s), recorded in O.R. Book 50915, Page 884, and Mortgage Modification Agreement recorded in Instrument Number 118085350, Public Records of Broward County, Florida.

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- Property ID: 4942-34-06-7370

Also Know as 520 N.W. 18th Avenue, Fort Lauderdale, Florida 33311 (third lien position); subject to the following liens; City of Fort Lauderdale, mortgagee(s), recorded in O.R. Book 51313, Page 840, Public Records of Broward County, Florida.

- Property ID: 5042-04-20-0618
Also known as 1429 N.W. 3rd Street, Fort Lauderdale, Florida 33311 (first lien position), (collectively "IP" or "Identified Properties")

Which legal descriptions are attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, subject to the conditions stated herein and in compliance with SHIP and the City's Local Housing Assistance Plan, the City seeks to provide funding for the Participant to rehabilitate the affordable rental housing project in order to provide affordable rental housing to eligible individuals under the SHIP Rental Development Strategy.

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

ARTICLE I PURPOSE

- 1.1 The purpose of this Agreement is to outline the requirements by which the City will provide funds to the Participant in order to rehabilitate rental properties located at 100 N.W. 14th Street, Fort Lauderdale, Florida 33311, 1215 1221 N.W. 1st Street, Fort Lauderdale, Florida 33311, 1324 N.W. 2nd Street, Fort Lauderdale, Florida 33311, 520 N.W. 18th Avenue, Fort Lauderdale, Florida 33311 and 1429 N.W. 3 Street, Fort Lauderdale, Florida 33311.
- 1.2 The funds approved herein shall be evidenced by a 0% interest loan repayable at the end of 15 years. Notwithstanding, the Identified Properties shall remain affordable in perpetuity. As a condition to receive funding under this Agreement, the Participant must execute a promissory note in the amount funded for the scope of work, secured by a mortgage and restrictive covenant, in form and substance acceptable to the City.

ARTICLE II DEFINITIONS

The terms defined in Article II shall have the following meanings in this Participation Agreement, except as otherwise expressly provided herein:

2.0 "Affordable Rents" means payment for rent that does not exceed thirty percent (30%) of the gross monthly gross income of the low-income person or household, including utility charges.

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- 2.1. "Agreement" means all documents signed and executed as part of this package, for the purpose of carrying out the responsibilities.
- 2.2. "Carrying Costs" means landscape care and water, electric and sanitary services, all property maintenance costs, insurance on the property, and builders risk insurance required to protect the Property.
- 2.3. "CITY" means the City of Fort Lauderdale.
- 2.4 "Effective Date" means the date this Agreement was approved by the City Commission.
- 2.5 "FI" means Financial Institution.
- 2.6 "HCD" means the Fort Lauderdale's Housing and Community Development Division.
- 2.7 "HCD Approval" means the written approval of the HCD Manager or designee.
- 2.8 "HCD Manager" means the Housing & Community Development Division Manager or designee.
- 2.9 "Identified Property" or "IP" means a property that has been identified for rehabilitation by the Participant pursuant to the terms of this Agreement.
- 2.10 "Low Income" or "LI" means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI).
- 2.11 "Participant" means the Fort Lauderdale Community Development Corporation.
- 2.12 "Construction Costs" means impact fees, all development and building permit fees, cost of preparing plans and specifications, building plans, inspection fees, connection fees, construction materials, contractor services and subcontractor labor costs or any other fees required in order to bring the dwelling up to a standard that meets the City Code, Florida Building Code and all other codes, laws and regulations associated thereto associated with the scope of work and as authorized and approved by HCD.

ARTICLE III FUNDING AND METHOD OF PAYMENT

- 3.0 The maximum SHIP funds payable to Participant by the City under this Agreement shall not exceed a total loan amount of <u>Two Hundred Seventy-Eight Thousand Six Hundred and No/100 Dollars (\$278,600.00)</u>.
- 3.1 The Participant shall request construction funds from the City for payment of all eligible Construction Costs on a reimbursement basis.

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- 3.2 This Agreement will be considered a Preliminary Award, until the Participant has provided the following documents to HCD for written approval to rehabilitate the identified eligible property(ies):
 - Construction Budget Scope of Work described on Exhibit "B";
 - Fully executed Contractor Agreement;
 - Project Timeline for completion of all work;
 - Evidence of procurement for Scope of Work;
 - Title Search Report in form and substance acceptable to the City;
 - Such other information requested by the City to underwrite this project.

Once the documentation is received, the City shall review and underwrite the project and ensure the project is sustainable over the loan period of fifteen (15) years. Such information shall be due within thirty days after this Agreement is approved by the City Commission.

- 3.3 The Participant shall maintain adequate records to support and justify all charges, expenses for the scope of work for a minimum of five (5) years after completion of work or a longer period of time if an audit is ongoing or if a lawsuit is pending or instituted or if the Participant has received notice to preserve its records, in which case the records shall be preserved until the matter has been finally resolved. City reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to withhold payment until adequate documentation has been provided and reviewed.
- 3.4 The Participant shall submit a final construction reimbursement invoice upon completion. Final payment shall be made after the City has determined that the scope of work has been completed which may involve physical inspections of the IP and the units, proof that certificate of completions and/or occupancy have been issued by the governing authority, files and documentation delivered, and units have been placed in service in full compliance with SHIP regulations, including submission of completion reports and documentation of eligible occupancy, property standards and recording of restrictive covenants and mortgage and execution of promissory note.

ARTICLE IV GRANT ACTIVITIES

- 4.0 The Participant will use the allocated SHIP funds to fund the scope of work described in Exhibit "B" in accordance with the construction budget approved by HCD.
- 4.1 The Construction must meet the City's Florida Building Code and all other applicable laws or regulations.
 - 4.3.1 The Participant shall provide an itemized contractor's estimate for the scope of work for the Identified Properties, ensuring that the costs are consistent with industry standards. In addition, a timeline within which the scope of work will be

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completed shall be submitted to HCD. The scope of work must be completed within one hundred fifty days (150) starting from February 7, 2025.

HCD must review and approve the scope of work and said scope must be consistent with HCD's Construction Standards.

- 4.3.2 Prior to beginning the construction process, the Participant shall provide a written contract between contractor and the Participant to cover the scope of work within 30 days from the date the City Commission approves this Agreement. The Participant shall be responsible for obtaining all City final inspection approvals.
- 4.4 If HCD approves the Participant's submittals in writing the following shall occur:

Prior to the City disbursing any proceeds, the Participant shall:

- Execute a mortgage in favor of the City to secure the note and promissory note in the amount of \$278,600. The City will enjoy the lien status as reflected in the sixth Whereas clause.
- Execute for recording a declaration of restrictive covenants imposing the affordability restrictions on the Identified Properties and requirements that the IP must remain a permanently affordable rentals.
- This loan is not assumable, and the mortgage shall contain a due on sale clause in the event of the sale, transfer or conveyance of the Identified Properties.

4.5 FINANCIAL RESPONSIBILITIES

4.6

- 4.5.1 <u>Reimbursable Construction Costs</u>. The Participant shall submit one invoice to HCD for Reimbursable Construction Costs.
- 4.5.2 <u>Construction Costs</u>. The maximum cost for construction payable by City is as approved by HCD but shall not exceed \$278, 600.00 without further authorization from the City Commission.

CONSTRUCTION OR REHABILITATION OF PROPERTY

4.6.1 The Participant shall take those actions necessary to obtain the documents required for permitting. The Participant will be responsible for obtaining all necessary permits for construction, hiring all contractors, supervising all construction, and ensuring that the IP Property meets requirements of the Florida Building Code, local codes, and federal regulations for housing quality standards and those required to commence and complete rehabilitation of the IP Property. Further, Participant shall comply with the American with Disabilities Act, if applicable. The Participant shall be responsible for and obtain all final certificates of occupancy or completion, as applicable.

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- 4.6.2 The Participant shall be responsible for obtaining all final releases from contractor subcontractors, and laborers prior to applying for a final inspection and provide proof of same to HCD if requested.
- 4.6.3 The Participant shall insure that the contractor is licensed, bonded, insured and qualified to complete the scope of work described in Exhibit "B"

ARTICLE V RESTRICTIONS ON PROPERTY

- 5.0 A Property rehabilitated or assisted by the Participant using SHIP funds shall meet the affordability requirements for a period of 15 years, and the IP must remain affordable perpetually.
- 5.1 All residential units assisted with SHIP funds must be occupied by low-income households at or below 80% of the current SHIP Income Limits.
- 5.2 All individuals or families of each unit must pay Affordable Rents.

ARTICLE VI RESPONSIBILITY FOR PROPERTY

6.0 The Participant will pay when due all taxes, assessments, whether special or ordinary, water rates and other governmental charges, fines, and impositions, of every kind and nature whatsoever, now and hereafter imposed on the mortgaged property, and will pay when due every amount of indebtedness secured by any lien of which the lien of the City's Mortgage is expressly subject. The Participant will keep all buildings now existing, or which may hereafter be erected or installed in the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies. All policies shall list the City as a loss payee or additional insured as appropriate. The Participant shall keep the Identified Properties well maintained and in standard condition and repair during the term of this Agreement.

ARTICLE VII PROCUREMENT

7.1 The Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. The Participant shall not award work to any officer, director or employee of Participant or family member of any of the above. At all times, the parties performing the scope of work should be unaffiliated and unrelated to the parties listed herein.

ARTICLE VIII CERTIFICATIONS

8.0 The Participant certifies that it shall comply with the following requirements:

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- 8.1 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.
- 8.2 Drug-free workplace, identified at 24 CFR 24.
- 8.3 Affirmative marketing and minority outreach, identified at 24 CFR 92.351.
- 8.4 Labor standards, identified at 24 CFR 92.354.
- 8.5 Disbarred or suspended contractors, identified at 24 CFR 24.
- 8.6 Conflict of Interest, identified at 24 CFR 92.356.
- 8.7 Fair Housing Laws.

And any other applicable Code or Ordinance as required by the Federal Government, State Government, County and City.

ARTICLE IX COMPLIANCE MONITORING

- Polynomial Project shall comply with the rules and regulations of 24 CFR Part 5 (Income Limits, Annual Income, Rent, and Examinations for the Public Housing and Section 8 Programs) and the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907 and the Florida Administrative Code 67-37, and related to:
 - a. Income limits
 - b. Definition of Affordability
 - c. Maximum rent
 - d. Non-discrimination

The manager of the Identified Properties must remain in contact with HCD during the 15-year SHIP loan period and must remain in compliance with SHIP requirements. The manager must stay updated on income qualification training by completing re-training at least once every three years and provide proof to City of this training.

Annually, staff from HCD will conduct a monitoring visit to review income compliance and affordability of rent/housing costs, as well as complete an inspection of the physical condition of the SHIP assisted unit and the overall property.

At least thirty (30) days prior to this monitoring site visit, the CHDO will provide the following:

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- 1. A completed annual re-certification of income eligibility for each SHIP-assisted rental unit using the current residential income certification form and including required verification of household income and assets.
- 2. Proof of Affordability of Unit.
- 3. Certificate of Hazard Insurance naming the City of Fort Lauderdale Housing & Community Division as co-insured.

ARTICLE X TERMINATION OF AGREEMENT

- 10.0 In the event funds to finance the project set forth in this Agreement become unavailable, the obligations of the City hereunder may be terminated upon no less than twenty-four hours written notice to the other party. Notwithstanding, the terms and conditions of the Note, Mortgage and Restrictive Covenants are not waived to the extent SHIPS funds are disbursed.
- 10.1 If the Participant fails to perform any of the provisions or terms of this Agreement, the City may, by written notice of breach to the Participant, terminate all or any part of this Agreement.
- 10.2 Termination shall be upon no less than twenty-four hours' notice, in writing, delivered by certified mail, or in person.
- 10.3 No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.
- 10.4 Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

(a) As to the City: Susan Grant

Acting City Manager City of Fort Lauderdale

101 NE 3rd Avenue, Suite 2100 Fort Lauderdale, Florida 33301

With a copy to: D'Wayne M. Spence

Interim City Attorney City of Fort Lauderdale

1 East Broward Blvd., Suite 1320 Fort Lauderdale, Florida 33301

(b) As to the Participant: Dennis Wright, President

Fort Lauderdale Community Development Corporation

1033 NW 6th Street, #204

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Fort Lauderdale, Fl 33311

ARTICLE XI INDEMNIFICATION CLAUSE

The Participant shall indemnify and save harmless and defend City, its public officials, officers, agents, servants, and employees from and against any and all lawsuits, judgments, settlements, claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the Participant, its agents, servants, or employees in the performance of its services and obligations under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, violation of any applicable statute, ordinance, administrative order, rule, regulation or decree are included in this indemnity.

ARTICLE XII **AMENDMENT**

The parties reserve the right to modify, by mutual consent, terms, and conditions of this Agreement in order to successfully and fully complete the grant activities and services listed. Any such amendments must be reduced to writing and executed by the authorized official of the City and an authorized representative of the Participant.

ARTICLE XIII VENUE

This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, for the purpose of any litigation that may arise here from.

ARTICLE XIV **PUBLIC RECORDS**

IF THE PARTICIPANT HAS OUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, **FLORIDA** 33301, **PHONE:** 954-828-5002, **EMAIL:** PRRCONTRACT@FORTLAUDERDALE.GOV.

PARTICIPANT shall:

- 1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or Page 10 of 11

- copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
- 3. Ensure that 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 contract term and following completion of this Agreement if PARTICIPANT does not transfer the records to the CITY.
- 4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of PARTICIPANT or keep and maintain public records required by the CITY to perform the service. If PARTICIPANT transfers all public records to the CITY upon completion of this Agreement, PARTICIPANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PARTICIPANT keeps and maintains public records upon completion of this Agreement, PARTICIPANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

ARTICLE XV AFFIDAVITS

15.0 Participant shall certify and execute the Anti-Human Trafficking Affidavit attached hereto as Exhibit "D" and Affidavit of Compliance with Foreign Entity Laws attached hereto as Exhibit "C".

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date set forth below.

CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

PARTICIPANT

IN WITNESS WHEREOF, this Agreement has been duly executed by the Participant, as of the date set forth below.

WITNESSES:	PARTICIPANT:
	FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION, a
Witness #1 signature	Florida not-for-profit corporation
[Witness #1 print or type name]	By: Dennis Wright, President
Witness #2 signature	
Witness #2 print name	
STATE OF: FLORIDA COUNTY OF: BROWARD The foregoing instrument was acknowledge online notarization this day of Fort Lauderdale Community Development	ged before me by means of □ physical presence or □, 2025, by Dennis Wright , as President of toporation.
Signature of Notary Public, State of Floric	la
Name of Notary Typed, Printed or Stampe	ed .
Personally KnownOR	Produced Identification

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EXHIBIT "A" LEGAL DESCRIPTION

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Lot 10 less the East 20 feet thereof and all of Lot 11, Block 2 of of SEMINOLE FOREST, according to the Plat thereof, as recorded in Plat Book 14, at Page 16, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-20-0220 Address: 100 NW 14th Avenue

Lot 8, Block 17, DORSEY PARK 3RD ADDITION, according to the Plat thereof, recorded in Plat Book 24, Page 24, of the Public Records of Broward County, Florida.

Folio No.: 5042-04-26-0410 Address: 520 NW 18th Avenue

Lots 6, 7 and 8, Block 274, of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

Folio No.: 4942-34-06-7370 Address: 735 NW 10th Terrace

Lots 3, 4, 5, and 6, in Block 2, of SEMINOLE FOREST, according to the Plat thereof, as recorded in Plat Book 14, at Page 16, of the Public Records of Broward County, Florida.

Folio No.: 504204200170

Address: 1215-1221 NW 1st Street

Lot 12, Block 2, Seminole Forest, according to the plat thereof, as recorded in Plat Book 14, Page 16, Public Records of Broward County, Florida.

Folio No.: 504204200240 Address: 1324 N.W. 2nd Street

The West 25 Feet of Lot 8 and the East of 30.35 Feet of Lot 9, Block 7, Seminole Forest, according to the plat thereof, as recorded in Plat Book 14, Page 16, Public Records of Broward County, Florida.

Folio No.: 504204200618 Address: 1429 NW 3rd ST.

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EXHIBIT "B" SCOPE OF WORK

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Rental Property Location	Description of Challenges	Est. Cost
• Building Address: 100 NW 14th Avenue Fort Lauderdale, FL, 33311	Roof Replacement: A complete roof replacement is necessary due to several factors, including the roof's age, exposure to the weather conditions of South Florida, financial limitations, and potential structural issues in an aging building.	\$50,000
• Building Description: This building consists of ten (10) units located at the same address.		
Subtotal		\$50,000
Building Address: 1215 NW 1 st Street Fort Lauderdale, FL, 33311	Driveway and Parking Lot: This is a shared drive with our building at 1221 NW 2 nd Street. The driveway and parking lot have potholes that are substantial and have been patched numerous times, underscoring the need for thorough resurfacing and remarking.	\$3,000
Building Description:	Exterior Paint: The building needs exterior painting to fix sun damage and wear, protecting it from further deterioration.	\$15,000
This building consists of eight (8) units located at	Irrigation System: The lawn is having difficulty thriving and being well-kept because of a malfunctioning irrigation system that requires replacement.	\$3,000
the same address.	Impact Windows: The building requires new impact windows to enhance safety, improve energy efficiency, and provide protection during severe weather.	\$29,000
Subtotal		\$50,000
Subtotal		\$50,000
• Building Address: 1221 NW 1st Street Fort Lauderdale, FL, 33311	Driveway and Parking Lot: This is a shared drive with our building at 1215 NW 2 nd Street. The driveway and parking lot have potholes that are substantial and have been patched numerous times, underscoring the need for thorough resurfacing and remarking.	\$3,000
• Building Description: This building consists of eight (8) units located at the same address.	Exterior Paint: The building needs exterior painting to fix sun damage and wear, protecting it from further deterioration.	\$15,000
	Irrigation System: The lawn is having difficulty thriving and being well-kept because of a malfunctioning irrigation system that requires replacement.	\$3,000
	Impact Windows: The building requires new impact windows and doors to enhance safety, improve energy efficiency, and provide protection during severe weather.	\$29,000
Subtotal		\$50,000
 Building Address: 1324 NW 2nd Street Fort Lauderdale, FL, 33311 	Exterior Painting: The building requires exterior painting to safeguard it against sun damage and wear, mitigating potential deterioration caused by environmental factors.	\$17,500
Building Description: This building consists of eight (5) units located at the same address.	Driveway and Parking Lot: The driveway and parking lot has numerous potholes and large tree roots that have been patched repeatedly causing a need for a	\$3,500
	complete resurfacing and restriping. Irrigation System: The lawn is having difficulty thriving and being well-kept because of a malfunctioning irrigation system that requires replacement.	\$3,500
	Roof Replacement: A complete roof replacement is necessary due to several factors, including the roof's age, exposure to the weather conditions of South Florida, financial limitations, and potential structural issues in an aging building.	\$25,500
Subtotal		\$50,000

 Building Address: 	Exterior Paint: The building needs exterior painting to fix sun damage and	\$21,600
735 NW 10 th Terrace Fort Lauderdale, FL, 33311	wear, protecting it from further deterioration.	\$21,000
	Driveway and Parking Lot: The driveway and parking lot exhibit numerous potholes and large tree roots that have been patched repeatedly, indicating a	\$6,000
 Building Description: 	pressing need for a complete resurfacing and restriping.	
This building consists of eight (6) units located at the same address.	Irrigation System and Landscaping: The lawn is having difficulty thriving and being well-kept because of a malfunctioning irrigation system that requires replacement.	\$6,000
Subtotal		\$33,600
 Building Address: 520 NW 18th Avenue Fort Lauderdale, FL, 33311 Building Description: This is single-family rental home. 	Roof Replacement: A complete roof replacement is necessary due to several factors, including the roof's age, exposure to the weather conditions of South Florida, financial limitations, and potential structural issues in an aging building.	\$23,000
Subtotal		\$23,000
Subtotal		\$23,000
 Building Address: 1429 NW 3rd Street Fort Lauderdale, FL, 33311 	Exterior Paint: The building needs exterior painting to fix sun damage and wear, protecting it from further deterioration.	\$16,000
 Building Description: 	Irrigation System: The lawn is having difficulty thriving and being well-kept	\$6,000
This is single-family rental home.	because of a malfunctioning irrigation system that requires replacement.	
Subtotal		\$22,000
C T.		4070 666
Grand Total of Est. Cost		\$278,600

EXHIBIT "C" AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

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Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- 1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- 2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- 3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
- 4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- 5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- 6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned	is authoriz	zed to execute this affidavit on behalf of Entity.
Date:	, 20	Signed:
Entity:		Name:
Title:		
STATE OF		
COUNTY OF		
The foregoing instrument w	as acknow	vledged before me, by means of □ physical presence or □
		, 20, by
, as		
		, who is personally known to me
or who has produced		as identification.
Notary Public Signature:		
Print Name:		My commission expires:

Page **20** of **21**FLCDC REHAB: SHIP

EXHIBIT "D" AFFIDAVIT OF COMPLIANCE "KIDNAPPING; CUSTODY OFFENSES; HUMAN TRAFFICKING AND RELATED OFFENSES (FLORIDA STATUTE 787.06)"

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AFFIDAVIT OF COMPLIANCE

"KIDNAPPING; CUSTODY OFFENSES; HUMAN TRAFFICKING AND RELATED OFFENSES" (FLORIDA STATUTE 787.06)

Effective on July 1, 2024, in order for a bid to be accepted or replied to, or if your entity (also referred to as a City consultant, contractor, vendor, bidder, proposer or other contracting party), (which is any business entity however formed /incorporated) will reply to or enter into a contract with the City, the entity by an officer or representative must complete and execute this affidavit.

This Affidavit must be signed by an officer or representative of the entity and is given under penalties of perjury.

- 1. The entity is a Florida registered entity (domestic or foreign, and authorized to transact business in the State of Florida) with Principal Address/ Registered Agent currently on file, and in good standing with the Florida Department of State, Division of Corporations.
- 2. The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a bid, proposal, quote, or other response to any City solicitation/notice or serving as a City consultant, contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida Statutes entitled "Kidnapping; Custody Offenses; Human Trafficking and Related Offenses." The entity further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2024 Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2024 Florida Statutes.

Pursuant to 92.525 Florida Statutes, under penalties of perjury, I declare I have read the foregoing Affidavit and stated facts state are true, accurate, and complete.

Name:	Officer Title:
Signature of Off	icer:
Office Address:	
Email Address:	Main Phone Number:
	(Where persons listed may be reached during regular hours of business)
	FEIN No/ /_ /_ /_ /_
	OR
Name:	Representative:
Signature of Rep	presentative:
Office Address:	
Email Address:	Main Phone Number: