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HCD DOCUMENT ROUTING FORM

DATE: March 4, 2015

NAME OF DOCUMENT: Participation Repayment Agreement – Community Housing Development Organization (CHDO) – Fort Lauderdale Community Development Corporation

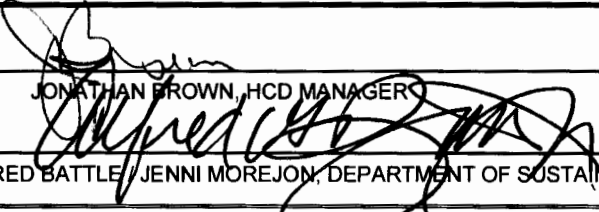
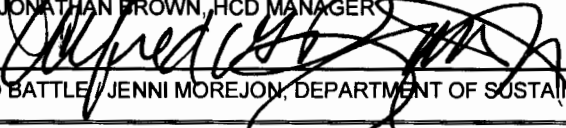
Approved at Commission Meeting on **March 3, 2015** CAR# **14-1430**

ITEM: CM - 5 PH - ___ O - ___ PUR - ___ R ___

Routing Origin: CITY ATTORNEY'S OFFICE: COMMUNITY DEV. OTHER _____

Also attached: copy of CAM copy of document ACM Form # 1 original

By: JB forwarded to:
Initials

1) Approved as to Content:  3/4/15
JONATHAN BROWN, HCD MANAGER Date
 Approved as to Content:  3/4/15
ALFRED BATTLE / JENNI MOREJON, DEPARTMENT OF SUSTAINABLE DEVELOPMENT Date

2) Approved as to Funds Available: by N/A Date: _____
Laurie Conver, Financial Administrative Assistant

Amount Required by Contract/Agreement: \$100,834.14 Funding Source: _____

Dept./Div.: Dept of Sustainable Development/HCD Index/Sub-object N/A Project # N/A

3) City Attorney's Office: Approved as to Form 1 Originals to City Mgr. By: **Lynn Solomon**

4) Approved as to content: City Manager:
 By: _____
LEE R. FELDMAN, ICMA-CM, CITY MANAGER

5) City Manager: Please sign as indicated and forward one (1) originals to HOUSING & COMM. DEV.

INSTRUCTIONS TO CLERK'S OFFICE

6) City Clerk: retains 0 original document and forwards 1 original documents to HCD
 Copy of document to _____ Original Route form to Jonathan Brown/DSD
 Attach _____ certified copies of Reso. # _____ Fill-in date _____

CITY MANAGER
2015 FEB 24 AM 10:05

2015 MAR -6 AM 8:57
 CITY CLERK
 3/13

**HOME INVESTMENT PARTNERSHIP GRANT
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)
PARTICIPATION AGREEMENT
(FY 2014-2015)**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida,
hereinafter referred to as "City".

and

FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION, a
non-profit corporation organized under the laws of Florida, hereinafter referred to
as "Participant".

WHEREAS, pursuant to CAM Item 14-1430, the City Commission of Fort Lauderdale approved this Agreement and authorized the City Manager to execute this Agreement; and

WHEREAS, the City received HOME Investment Partnership Grants (HOME) from the U.S. Department of Housing and Urban Development (HUD) to provide for the development of affordable housing in the City of Fort Lauderdale; and

WHEREAS, Participant is a designated Community Housing Development Organization (CHDO). As a CHDO, Participant is eligible to develop affordable housing programs; and

WHEREAS, the City received a HOME Program monitoring finding from the Department of Housing and Urban Development (HUD) for "*Failure To Occupy Vacant Units In A Timely Manner*," relating to real property purchased by the Participant in December 2006 and located at 632 NW 15th Terrace, Fort Lauderdale (the "Property"); and

WHEREAS, the Participant will cure the finding by delivering a cashier's check (or wire transfer) in the amount of \$100,834.14 to the City on or before March 13, 2015. The City will in turn repay the funds to HUD; and

WHEREAS, the Property is vacant and uninhabitable in its current condition; and

WHEREAS, City and Participant desire to provide safe, decent and affordable housing for low income families;

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

**ARTICLE I
PURPOSE**

- 1.0 In order to provide a safe and decent home for an eligible low income family or individual, the City will make a loan to the Participant in an amount to be determined by the City in accordance with Section 1.2 of this Agreement, the proceeds of which shall be used to demolish the existing structure and construct a single family home on the Property in accordance with Plans and Specifications approved by the City. A portion of the Loan shall be forgiven, provided the Participant sells the Property to an eligible homeowner which is obligated to reside on the Property in accordance with HOME guidelines and to sign a Restrictive Covenant, Note, Mortgage and other documents in form and substance acceptable to the City. The balance of the loan, as determined by the City, shall be repaid upon the sale or refinance of the Property. Notwithstanding, the loan shall be due and payable five years from the date the Note is signed by the Participant.
- 1.1 As a condition to making the loan, the Participant will deliver One Hundred Thousand Eight Hundred Thirty Four and 14/100 Dollars (\$100,834.14) in certified funds (or wire transfer) to the City in satisfaction of a finding issued by HUD on or before March 13, 2015.
- 1.2 The amount of the loan shall be determined by the construction and demolition budget as established by the City, Participant and General Contractor. The City shall not be obligated to make any disbursement under the loan prior to execution by Participant of a Promissory Note, first Mortgage, Restrictive Covenant and such other documents as required by the City, and agreement on a final construction and demolition budget by all parties.
- 1.3 The eligible household must agree to reside on the Property in accordance with HOME guidelines and regulations. Any assistance provided to the low income family who will actually occupy the Property shall be required to execute a Note, Mortgage and Restrictive Covenant in favor of the City.
- 1.4 The City will procure a General Contractor to construct a single family home on the Property. To the extent necessary, the Participant shall enter into a Construction Contract with the General Contractor, in form and substance acceptable to the City,
- 1.5 The Recitals are true and correct and are hereby incorporated herein.

- 1.6 The Participant represents and warrants that it holds clear and marketable title to the Property free and clear of all liens and encumbrances. Participant represents and warrants that the individual signing this documents on its behalf is authorized and empowered to enter into a binding agreement on behalf of the Participant.

ARTICLE II DEFINITIONS

- 2.0 The terms defined in Article II shall have the following meanings in this Participation Agreement, except as herein otherwise expressly provided:
- 2.1. "Agreement" means all documents signed and executed as part of this Community Housing Development Organization (CHDO) package.
- 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. "Closing Costs" means usual buyer closing costs including documentary stamps, survey, title, lead base paint inspection, environmental checklist inspection, appraisal and recording fees, home inspection by licensed building or general contractor or a licensed home inspection company costs..
- 2.5 "Developer's Fee" means a fee up to ten percent (10%) of the acquisition and construction cost on the Property
- 2.6 "Effective Date" means the date this Agreement is approved by the City Commission.
- 2.7 "Eligible Homebuyer" or "EH" means eligible low-income first time homebuyers, as defined under HOME federal regulations at 24 CFR 92.
- 2.8 "Eligible Lessee" or "EL" means eligible low income persons wishing to rent or lease a housing unit as defined at 24 CFR 92.203.
- 2.9 "Eligible Lessee for Purchase" or "ELP" means EL wishing to purchase the housing unit they are renting.
- 2.10 "FI" means Financial Institution.
- 2.11 "HCD" means the Fort Lauderdale's Housing and Community Development Division.
- 2.12 "HCD Approval" means the written approval of the HCD Manager or designee.

- 2.13 “HCD Manager” means the Housing & Community Development Division Manager.
- 2.14 “HOME Property” means property purchased with HOME funds pursuant to this Agreement.
- 2.15 “HUD” means the United States Department of Housing and Urban Development.
- 2.16 “HUD Rules and / or Regulations” means all existing and new regulations regarding the HOME Program that HUD may be adopted and implemented.
- 2.17 “Identified Property” or “IP” means a property that has been identified for construction of a single family home on property owned by the Participant pursuant to the terms of this Agreement.
- 2.18 “Lending Entity” or “LE” means the financial institution that provides a first mortgage to an EH for purchase of a eligible property.
- 2.19 “Low Income” or “LI” means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI), as defined by the City.
- 2.20 “Participant” means the Fort Lauderdale Community Development Corporation.
- 2.21 “Construction Costs” mean 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 construct a single family home in accordance with the standards of the City Code, Florida Building Code and all other codes, laws and regulations applicable thereto as authorized by HCD.

**ARTICLE III
FUNDING AND METHOD OF PAYMENT**

- 3.0 The maximum loan amount payable by the City under this Agreement shall be \$100,834.14, plus any additional costs needed to demolish and construct the single family home. Notwithstanding, the loan amount shall not exceed \$160,000.00.
- 3.1 Provided the Participant complies with all conditions for disbursement The City shall disburse funds under the loan for eligible construction costs on a reimbursement basis. Participant may not request disbursement of funds under this Agreement until the appropriate documentation has been reviewed and verified by HCD for payment of eligible costs. The amount of each request must be limited to the actual amount required to pay for an invoice submitted.
- 3.2 Participant will ensure that any expenditure of HOME funds will be in compliance with the requirements at 24 CFR 92, the 221(d)(3) – Maximum Mortgage Limit requirements, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. Participant further acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.
- 3.3 This Agreement is a conditional contract and subject to the “Removal of Grant Conditions” by HUD. Funds cannot be expended before Request for Release of Funds (RROF) has been approved by HUD.
- 3.4 Participant will undertake an environmental review and will not commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Participant acknowledges that a violation of this provision may result in denial of any funds under this Agreement.
- 3.5 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.
- 3.6 Carrying Costs shall be the responsibility of the Participant and are not eligible for reimbursement by the City.

**ARTICLE IV
GRANT ACTIVITIES**

- 4.0 Participant shall ensure compliance with all applicable HOME Program rules.
- 4.0.1 The Property complies with applicable federal statutes and laws, including, but not limited to:

- Section 3 of the U.S. Housing Act of 1968, as amended
- Equal Opportunity and related requirements in 24 CFR Section 982.53
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act of 1990
- Architectural Barriers Act of 1968
- Fair Housing Act of 1988
- National Environmental Protection Act (NEPA)
- Lead Base Paint Requirement
- Davis-Bacon Act
- Compliance with HUD's debarment guidelines
- 49 CFR 24.5 and Paragraph 2-3 J of Handbook 1378
- 49 CFR 24.2 (a)(15)(iv)-Initiation of Negotiations
- 49 CFR 24 Appendix A-24.2(a)(15)(iv)
- 49 CFR 24.206 – Eviction for Cause
- 49 CFR 24.101(b)(2)(i) and (ii)
- 49 CFR 24.101(b)(3)

HUD rules / regulations are subject to change. Once a change is issued, the Participant will be notified in writing by the City. Once notified, the Participant will be responsible for abiding by those rules.

4.0.2 HCD shall review and approve all construction scope of work to assure consistency with HCD's construction standards.

4.1 CONSTRUCTION OF SINGLE FAMILY HOME

4.1.1 Participant shall work with the selected Contractor and take those actions necessary to assist in obtaining the documents required for permitting.

4.1.2 Participant shall be responsible for obtaining all releases from contractors, subcontractors or other lienors.

4.1.3 Participant shall insure that the home shall be constructed in accordance with all applicable local, state and federal laws, ordinances, rules and regulations.

4.1.4 Participant shall be responsible for obtaining all final certificates of occupancy.

4.2 SALE OF THE PROPERTY. The Participant is required to sell the Property to an EH or ELP. The Participant shall take reasonable steps and actions (such as hosting open houses on the Property and contacting other stakeholders, such as local housing authorities, to identify eligible homebuyers) to market and sell the Property to an eligible homebuyer until the Property is sold. Upon written approval from the City, the Participant may lease the Property in month ten (10) if it has not secured an eligible homebuyer within nine (9)

months from the date the Certificate of Occupancy is issued on the Property. The Participant will be responsible for selecting an EH for the residential units in accordance with the HOME program rules referenced at 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. Once the EH or ELP has been identified, all the documents needed to determine eligibility for the EH or ELP must be submitted to HCD for income certification.

4.2.1 Sale of the Property. Participant must meet the following minimum requirements for the sale of the Property:

4.2.1.1 Submit to HCD a signed Purchase and Sale Contract between the Participant and Eligible Homebuyer that contains the conditions upon which EH will accept title with the income restrictions on ownership of the HOME Property.

4.2.1.2 Certification that the EH has received the homebuyer education training. The date of Certification must be no older than one (1) year prior to submittal by the Participant to HCD.

4.2.1.3 Loan Application Package:

- A Conditional Loan Commitment / Loan Approval Letter for a proposed EH with LE's conditions;
- Uniform Underwriting and Transmittal Summary / HUD Mortgage Credit Analysis Worksheet (Form 1008);
- Good Faith Estimate;
- Uniform Residential Loan Application (Form 1003);
- Verification of Employment form (completed by the employer);
- Verification of Deposit Form (completed by the bank);
- Last month's pay stubs, most recent bank statements and EH Income Certification as required by HUD.

4.2.1.4 Down payment assistance may be provided to EH's using the HOME Funds provided herein. EH's may be eligible for homebuyer assistance under separate HCD programs and are encouraged to contact HCD.

4.2.1.5 Prior to closing with the eligible homebuyer, the Participant will provide to the City the estimated settlement statement, along with the reconciliation statement and the draft note and mortgage.

4.2.1.6 Closing shall be at a place designated by City or the Lending Institution where the following shall occur:

- Participant conveys Property to EH.

- Upon receipt of the purchase price from Participant and repayment of the loan, City shall execute and deliver a satisfaction of the first mortgage on the HOME Property to Participant.
- EH shall execute for recordation a restrictive covenant running with the land, imposing the affordability restrictions and resale requirements in accordance with HOME Program rules. The covenant shall be recorded superior to the mortgage lien and shall be consistent with 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts to preserve affordability.
- All other documents necessary to finance the purchase of property by the EH shall be executed.
- Participant will assure that any notes and mortgages recorded for an EH shall be in compliance with 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. If a property is being acquired and sold to a low income homebuyer, the Participant will involve HCD in the approval process and sales process. All notes and mortgages for down payment assistance through the City's HOME Program, shall be in favor of the City.

4.2.2 If the City consents to the Participant leasing the Property to an eligible household, Participant shall meet the following requirements:

- 4.2.2.1 Prior to the Participant leasing the HOME assisted unit to an EL, HCD must provide written approval for the tenant that EL is eligible under the HOME Program.
- 4.2.2.2 Participant shall retain the rents paid by an Eligible Lessee renting the Property for use with eligible Home activities.
- 4.2.2.3 The rents retained is considered CHDO Proceeds. Annually (by October 15th) the Participant must submit a ledger of all CHDO Proceeds earned through leasing the property. Any net income will be considered Program Income. The Participant must provide a plan as to how the Program Income will be used. If the planned use of funds is not approved by HCD, the Program Income must be returned to the City.

**ARTICLE V
RESTRICTIONS ON PROPERTY**

- 5.0 A Property purchased by the Participant using HOME funds shall be restricted as follows:
- 5.1 All residential units assisted with HOME funds must be occupied by low-income households for that period of time consistent with the requirements of 24 CFR 92. Any unit not meeting this requirement will be subject to recapture of the funds used to acquire and construct the unit, pro-rated for the length of time the unit met the requirements.
- 5.2 The proceeds of a sale of a Property by an EH must be returned to the Participant who will return the funds to City. If sold during the compliance period the funds shall be considered "Recaptured Funds" under 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts and must be repaid to the City for use in eligible HOME projects as required by 24 CFR 92. The Participant shall promptly notify the City of such transactions. If sold after the compliance period the funds shall be returned to the City of Fort Lauderdale as "Program Income."
- 5.3 Any HOME funds that reduce the price of the HOME Property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 24 CFR 92, using the note and mortgaged prescribed or approved by the City and consistent with the method of recapture identified in the City's Consolidated Plan.

ARTICLE VI RESPONSIBILITY FOR PROPERTY

- 6.0 If the Property is to be sold, Participant is responsible for maintaining the Property during the period between acquisition, construction and resale to an EH. If the Property is to be leased, Participant is responsible for maintaining the Property at all times while Participant owns the Property. The Participant must ensure that the appropriate type and amount of insurance is maintained on the Property as long as the Participant is owner of the Property. The minimum insurance coverage should equal the amount of total assistance provided by the City to acquire and rehabilitate the property. The cost of having insurance on the Property is the expense of the Participant and is not eligible for reimbursement.
- 6.1 If the Participants opts to lease the property to an EL, the Participant must conduct a Housing Quality Standards (HQS) inspection whenever there is a change in occupancy. Notwithstanding, the City will conduct one HQS inspection annually.

ARTICLE VII SCOPE OF SERVICES

- 7.0 For purposes of this Agreement, the Effective Date of this Agreement shall be the date the City Commission approves it. By September 30, 2015, the Participant shall expend the initial loan amount provided in Article III in accordance with the terms of this Agreement. By October 15, 2015, the Participant shall secure an eligible buyer for the Property

- . If the Participant fails to expend the contracted amount or identify a buyer, the City may terminate this Agreement, the remaining funds will be deobligated and the Property shall be transferred to the City. Participant shall close on the Property with the eligible homebuyer within sixty (60) days after an eligible home buyer has been qualified by the City.
- 7.1 In the event the Participant is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the Participant, the HCD Manager may grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Participant to notify the City promptly in writing whenever a work delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.
- 7.2 Participant shall be solely responsible for completing the activities as provided in this Agreement, including supervising the General Contractor..
- 7.3 Participant, subject to the terms and conditions herein, shall be solely responsible for executing a Contract, (hereinafter "Construction Contract") between itself and any eligible contractor for performance of necessary construction work that meets all the terms and conditions of the HOME program regulations, found at 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts, as now in effect, and as may be amended.
- 7.4 Participant shall be solely responsible for administering the funds allocated herein in accordance with all applicable HUD regulations, including Uniform Relocation and Acquisition Standards, when applicable. Participant must advise City of any relocation activity and City will ensure compliance with all applicable Uniform Relocation and Acquisition Standards.
- 7.5 Participant shall not award any funds for expenditures made in connection with this Agreement without HCD consent. HCD will ensure that all expenditures conform to the City's housing policies and guidelines as well as to applicable federal regulations and local housing ordinances.
- 7.6 Participant shall maintain its status as an eligible CHDO as defined by HUD regulations at 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. Participant agrees to provide information as may be requested by HCD to document its continued compliance, including but not limited to, an annual board roster and certification of continued compliance. All assets acquired by Participant with HOME funds pursuant to this Agreement shall revert to the City upon the dissolution of Participant or upon Participant's failure to maintain its status as an eligible CHDO.

- 7.7 All homeownership and rental housing assisted with HOME funds must meet the affordability requirements of 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. The City will require repayment of any funds from Participant used to assist housing not meeting the standards for the required affordability period.
- 7.8 Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the Participant shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40-48.

**ARTICLE VIII
CERTIFICATIONS**

- 8.0 Participant certifies that it shall comply with the following requirements:
- 8.1 Acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601 et seq.), and the requirements of 24 CFR 92.353.
- 8.2 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.
- 8.3 Drug-free workplace, identified at 24 CFR 24.
- 8.4 Anti-lobbying, identified at 24 CFR 87.
- 8.5 Affirmative marketing and minority outreach, identified at 24 CFR 92.351.
- 8.6 Labor standards, identified at 24 CFR 92.354.
- 8.7 Disbarred or suspended contractors, identified at 24 CFR 24.
- 8.8 Conflict of Interest, identified at 24 CFR 92.356.
- 8.9 Flood Insurance protection, identified at 44 CFR 59-77.
- 8.10 Lead-based paint, identified at 24 CFR 92.355.
- 8.11 Uniform Administrative Requirements, identified at 24 CFR 92.505.
- 8.12 Project requirements, identified at 24 CFR 92.
- 8.13 The 2013 HOME Final Rule
- 8.14 The 2012 / 2013 Appropriations Acts

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

**ARTICLE IX
MONITORING AND RECORD KEEPING**

- 9.0 Participant will provide a written report to the City on programmatic and financial status following the execution of this Agreement and until the properties have been sold to low-income First Time Homebuyers and during the time HOME Properties are leased to Eligible Lessees and or sold as a Lease for Purchase. **A report must be submitted with each reimbursement / payment request.** The report shall include information for all HOME Properties purchased with HOME funds and identifying if rehabilitation has been completed and if a HOME Property is occupied by an Eligible Homebuyer or Lessee. Participant will be responsible for maintaining all records necessary to document compliance with the provisions of 24 CFR Part 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts as now in effect, and as may be amended from time to time. The records shall be available for inspection by the City or HUD representatives during all normal business hours.
- 9.1 If the Participant chooses to lease the units after nine (9) months have expired starting from the date the certificate of occupancy is issued, the participant's annual report should include verification that the annual certifications of each household have been conducted. Those certifications should coincide with the annual lease renewals.
- 9.2 Participant shall comply with the applicable policies, guidelines, and requirements of OMB Circular Nos. A-87, A-102, and A-122 relative to the acceptance and use of HOME grant amounts by the Participant and any sub-recipients, as required by 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts.
- 9.3 Participant shall ensure that all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement and the administration of the program under the regulations are preserved and made available as required by 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts.
- 9.4 The HOME Properties must meet the affordability requirements as found in 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts as applicable. The Participant shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program.
- 9.5 Audits must be conducted in accordance with 24 CFR 85 and OMB Circular A-133.

9.6 PUBLIC AGENCY CONTRACTS FOR SERVICES: if applicable, for each public agency contract for services, Participant is required to comply with F.S. 119.0701, which includes the following:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**ARTICLE X
TERMINATION OF AGREEMENT**

- 10.0 In the event funds to finance the Property become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four hours written notice to the other party.
- 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 hour 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:

Lee R. Feldman
City Manager's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

(b) As to the Participant:

Pamela A. Adams, Executive Director
Fort Lauderdale Community Development Corporation
545 North Andrews Avenue
Fort Lauderdale, FL 33301

**ARTICLE XI
INDEMNIFICATION CLAUSE**

11. Participant shall indemnify and save harmless and defend City, its agents, servants and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of Participant, its agents, servants or employees in the performance of services under this Agreement.

**ARTICLE XII
AMENDMENT**

12. 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 authorized officials of the City and Participant. .

**ARTICLE XIII
VENUE**

13. 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
WAIVER OF JURY TRIAL**

14. In the event of litigation, both parties waive the right to a trial by jury.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first written above.

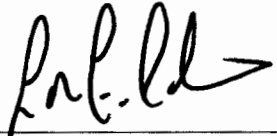
CITY

WITNESSES:

CITY OF FORT LAUDERDALE



MIRANDA SCOTT
[Witness print name]

By 
LEE R. FELDMAN, City Manager

ATTEST:

(CORPORATE SEAL)


JONDA K. JOSEPH, City Clerk

PARTICIPANT

FORT LAUDERDALE COMMUNITY DEVELOPMENT CORPORATION, a Florida non-profit corporation

WITNESSES :

Eileen Furedi

Eileen Furedi

[Witness print name]

[Signature]

Robert e Wojcik

[Witness print name]

By Pamela A Adams
Pamela A. Adams, Executive Director

Attest: [Signature]
Secretary

(CORPORATE SEAL)

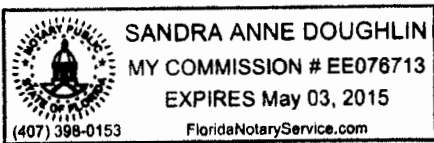
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 13th day of February 2015 by Pamela A. Adams and _____ as Executive Director and _____ of Fort Lauderdale Community Development Corporation, a Florida non-profit corporation, on behalf of the corporation, who are personally known to me or have produced _____ as identification.

(NOTARY SEAL)

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

SANDRA ANNE DOUGHLIN
Name of Notary Typed, Printed or Stamped



My Commission Expires: _____

Commission Number: _____

Approved as to form:

[Signature]
LYNN SOLOMON
Assistant City Attorney