

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

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and

between:

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

and

**BROWARD COUNTY MINORITY BUILDERS COALITION, INC.**, 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. 24-1008 on January 7, 2025, the City allocated an amount not to exceed \$175,622.76 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: 5042-04-17-0681  
also known as 812 NW 15<sup>th</sup> Terrace, #1-4, Fort Lauderdale, Florida 33311 (Second lien position); subject to the following liens; Mortgage to City of Fort

Lauderdale, mortgagee(s), recorded in O.R. Book 48400, Page 1138,  
Public Records of Broward County, Florida.  
(collectively “IP” or “Identified Property” or “Identified Properties”)

which said legal description is 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 812 NW 15<sup>th</sup> Terrace, #1-4, 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.
- 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 **One Hundred Seventy-Five Thousand Six Hundred Twenty-Two and 76/100 Dollars (\$175,622.76)**.
- 3.1 The Participant shall request construction funds from the City for payment of all eligible Construction Costs on a reimbursement basis.
- 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 completed shall be submitted to HCD. The scope of work must be completed within one hundred fifty (150) days 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 \$175,622.76. 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

4.5.1 Reimbursable Construction Costs. The Participant shall submit one invoice to HCD for Reimbursable Construction Costs.

4.5.2 Construction Costs. The maximum cost for construction payable by City is as approved by HCD but shall not exceed \$175,622.76. without further authorization from the City Commission.

4.6 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.

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 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:
  - 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**

9.0 This 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:

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 3<sup>rd</sup> 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: Broward County Minority Builders Coalition, Inc.  
499 NW 70<sup>th</sup> Avenue, Suite 101  
Plantation, Florida 33317

#### **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 QUESTIONS 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 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".

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

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**

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Susan Grant, Acting City Manager

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

By: \_\_\_\_\_  
Lynn Solomon, Esq., Assistant City Attorney

ATTEST:

\_\_\_\_\_  
David R. Soloman, City Clerk

**PARTICIPANT**

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

**WITNESSES:**

**PARTICIPANT:**

**BROWARD COUNTY MINORITY BUILDERS COALITION, INC.**, a Florida not-for-profit corporation

\_\_\_\_\_  
Witness #1 signature

By: \_\_\_\_\_  
Brian Johnson, President

\_\_\_\_\_  
[Witness #1 print or type name]

\_\_\_\_\_  
Witness #2 signature

\_\_\_\_\_  
Witness #2 print name

STATE OF: FLORIDA

COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by BRIAN JOHNSON as PRESIDENT of **BROWARD COUNTY MINORITY BUILDERS COALITION, INC.**, a Florida not-for-profit corporation on behalf of the company.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**IDENTIFIED PROPERTIES**

Lots 28, 29 and 30, Block 5, AMENDED PLAT OF LINCOLN PARK SIXTH ADDITION,  
according to the map or plat thereof as recorded in Plat Book 7, Page 2, Public Records of  
Broward County, Florida.

Folio No.: 5042-04-17-0681

Address: 812 NW 15<sup>th</sup> Terrace, #1-4, Fort Lauderdale, Florida 33311

**EXHIBIT "B"**  
**SCOPE OF WORK**

**ATTACHMENT A – SCOPES OF WORK & BUDGET  
REVISED 6-24-24**

SCOPE OF WORK	COST
<b>SOFT COST</b>	
Inspection – complete exterior and interior of all units	\$3,158.26
<b>PROVISIONAL WORK ITEM - ROOF TO WALL HURRICAN TIE DOWN</b>	
**Provisional** Install Roof-To-Wall Hurricane Tie Down	\$2,758.86
<b>EXTERIOR</b>	
1. Building – replace the existing flat roof system with a new flat roof modified bitumen system and repair exposed damaged rafters and sheathing	\$41,223.20
2. Building - front and rear elevations - replace existing gutters and downspouts with new gutter & downspouts	\$3,487.50
3. Building - paint exterior surface of the building and provide the manufacture exterior warranty	\$8,541.45
4. Building - install privacy vinyl fence	\$16,838.85
5. Building - replace exterior porch lights	\$1,267.14
<b>UNIT #1</b>	
6. Unit #1 – kitchen - replace exterior door with Impact rated exterior fiberglass exterior door	\$1,326.30
7. Unit #1 – northwest bedroom - replace exterior door with Impact rated exterior fiberglass exterior door	\$1,326.30
8. Unit #1 - install bathroom exhaust fan and light	\$ 473.16
9. Unit #1 - replacement of central air conditioning split system	\$8,500.43
10. Unit #1 - utility closet - install new tank hot water heater	\$1,458.50
11. Unit #1 - replace electric stove	\$3,096.11
12. Unit #1 - kitchen - replace refrigerator	\$1,949.58
<b>UNIT #2</b>	
13. Unit #2 – northeast bedroom - replace exterior door with Impact rated exterior fiberglass exterior door	\$1,326.30
14. Unit #2 - install bathroom exhaust fan and light	\$ 473.16
15. Unit #2 - main bathroom - install horizontal strip light or light fixture	\$ 177.81
16. Unit #2 - replacement of central air conditioning split system	\$8,500.43
17. Unit #2 - install new tub and tile tub surround	\$4,906.22
18. Utility closet - install new tank hot water heater	\$1,458.50
19. Unit #2 - paint/repair walls	\$2,114.19
20. Unit #2 - kitchen - replace refrigerator	\$1,949.58
21. Unit #2 - replace electric stove	\$3,096.11
<b>UNIT #3</b>	
22. Unit #3 – kitchen - replace exterior door with impact rated exterior fiberglass exterior door	\$1,326.30
23. Replacement of central air conditioning split system	\$8,500.43
24. Master bathroom - shower pan/enclosure	\$4,808.33
25. Unit #3 - install bathroom exhaust fan and light	\$473.16
26. Unit #3 - main bathroom - install horizontal strip light or light fixture	\$177.81
27. Unit #3 - paint/repair walls	\$2,846.70

28. Unit #3 - paint/repair ceiling	\$2,147.88
29. Unit #3 - replace electric stove	\$3,096.11
30. Unit #3 - kitchen - replace refrigerator	\$1,949.58
31. Unit #3 - kitchen - replace cabinets and countertop install electrical receptacles patch and paint the walls	\$5,557.76
<b>UNIT #4</b>	
32. Unit #4 – living room - replace exterior door with impact rated exterior fiberglass exterior door	\$1,326.30
33. Unit #4 – bedroom - replace exterior door with impact rated exterior fiberglass exterior door	\$1,326.30
34. Unit #4 - replacement of central air conditioning split system	\$8,552.93
35. Utility closet - install new tank hot water heater	\$1,458.50
36. Unit #4 - install bathroom exhaust fan and light	\$473.16
37. Unit #4 - main bathroom - install horizontal strip light or light fixture	\$177.81
38. Unit #4 - replace electric stove and microwave range hood	\$3,096.11
39. Unit #4 - kitchen - replace refrigerator	\$1,949.58
<b>COMMON AREA</b>	
40. Common area - remove existing broken concrete pad and install new 20'x20' concrete pad	\$3,595.07
41. Termite treatment with one (1) year warranty	\$3,375.00
<b>GRAND TOTAL</b>	<b>\$175,622.76</b>

**EXHIBIT "C"**  
**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY  
LAWS**

**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 authorized to execute this affidavit on behalf of Entity.

Date: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

Entity: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ for

\_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_ State of Florida at Large (Seal)

Print Name: \_\_\_\_\_ My commission expires: \_\_\_\_\_

**EXHIBIT “D”**

**AFFIDAVIT OF COMPLIANCE “KIDNAPPING; CUSTODY OFFENSES; HUMAN  
TRAFFICKING  
AND RELATED OFFENSES (FLORIDA STATUTE 787.06)”**

**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 Officer: \_\_\_\_\_

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 Representative: \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Main Phone Number: \_\_\_\_\_