

**HOME INVESTMENT PARTNERSHIP GRANT  
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)  
PARTICIPATION AGREEMENT  
(FY 2022-2023)**

THIS AGREEMENT, with an effective date of February \_\_\_\_\_, 2024, is entered into by and between:

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

and

**BROWARD COUNTY HABITAT COMMUNITY HOUSING DEVELOPMENT CORPORATION**, a Florida non-profit corporation, with its principal address located at 888 NW 62 Street, 2<sup>nd</sup> Floor, Fort Lauderdale, FL 33309 (hereinafter referred to as “Participant” or “BCHCHD”).

WHEREAS, on December 19, 2023, the City commission approved a development with Habitat for Humanity of Broward, Inc. to develop the parcel located at 1040 NW 20th Street, Fort Lauderdale, FL 33311, via CAM number 23-1215; and

WHEREAS, the City received HOME Investment Partnerships 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 an affordable housing program; and

WHEREAS, Participant has proposed a construction project named “BBI Village” with twenty (20) affordable residential townhouse units for qualified low-income residents in the City located in the City of Fort Lauderdale 1040 NW 20<sup>th</sup> Street Fort Lauderdale, 33311 (“BBI Village”), in partnership with Habitat for Humanity of Broward, Inc

WHEREAS, pursuant to a Project Services Agreement between Participant and Habitat for Humanity of Broward County, Inc. (“HFHB”), with an effective date of July 1, 2023, which is attached to this Agreement as “Exhibit A” and incorporated hereto as if fully stated herein, Participant will transfer all public sector funds to HFHB, including all funding from the City, and HFHB will perform all required work to complete the construction for the twenty (20) affordable residential townhouse units for qualified low-income residents in the City; and

WHEREAS, HFHB has reviewed and consents to all the terms and conditions outlined in this Agreement between the City of Fort Lauderdale and Participant, and wish to join the in this Agreement; and

WHEREAS, Participant will provide homeownership for families with household income not exceeding 80% of the BBI Village area's Median Income; and

WHEREAS, on February 20, 2024, the City Commission of Fort Lauderdale approved CAM Item 24-0132 and authorized the proper City officials to execute this Agreement.

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

## **ARTICLE I PURPOSE**

- 1.0 The purpose of this Agreement is to outline the requirements governing the City's funding to facilitate Participant's construction of the BBI Village with twenty (20) affordable residential townhouse units for qualified low-income residents in the City.
- 1.1 The funds provided herein to Participant shall be in the form of a forgivable construction loan with a lien in favor of the City for the duration of the construction period and a declaration of restrictive covenant encumbering the entire project site. As a condition to accepting the City's funding under this Agreement, the Participant agrees to execute a promissory note and mortgage in an amount equal to the City's total funding under this Agreement for the construction of twenty (20) affordable residential townhouse units at BBI Village and a declaration of restrictive covenant, in the form(s) and substance acceptable to the City. The City will release the construction lien only after Participant's sale and title transfer of all twenty (20) townhouses to qualified low-income home purchasers.

## **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 package.
- 2.2 "Affordable Housing" unless otherwise defined by HUD rules and regulations, the term affordable housing shall be consistent with the definitions provided in Sections 420.0004(9), (11), (12), and (17), Florida Statutes (2023).
- 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 “Eligible Homebuyer” or “EH” means eligible low-income first-time homebuyers, as defined under HOME federal regulations at 24 CFR 92.
- 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 HUD” means the United States Department of Housing and Urban Development.
- 2.10 “HUD Rules and / or Regulations” means all existing and new regulations regarding the HOME Program that HUD may require.
- 2.11 “Identified Property” or “IP” means a property that has been identified for construction by the Participant pursuant to the terms of this Agreement.
- 2.12 “Low Income” or “LI” means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI).
- 2.13 “Participant” means the BROWARD COUNTY HABITAT COMMUNITY HOUSING DEVELOPMENT CORPORATION
- 2.14 “Purchase Price” means the price of the IP to be paid by EH to the Participant as approved by HCD.

### **ARTICLE III FUNDING AND METHOD OF PAYMENT**

- 3.0 The maximum loan amount payable by the City under this Agreement will be **\$1,520,872.63** in HOME funds from **FY 2018-2019, FY 2019-2020, FY 2020-2021, FY 2021-2022, FY 2022-2023, and SHIP funds FY 2021-2022.**
- 3.1 Participant shall sell all twenty townhome units as “affordable housing units” in accordance with the requirements herein. Participant may not request disbursement of funds under this Agreement until the appropriate documentation has been reviewed and verified by City for payment of eligible costs; said need must be verified by HCD. The amount of each request must be limited to the actual amount required to pay for an invoice submitted by a third party.
- 3.2 Participant will ensure that any expenditure of HOME funds will be in compliance with the requirements at 24 CFR 92, the HOME Maximum per unit subsidy

requirements, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts, as amended from time to time, and 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 is a conditional contract and subject to the “Removal of Grant Conditions” by HUD. Funds cannot be expended before the Request for Release of Funds (RROF) has been approved. Participant will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance, and acknowledges that a violation of this provision may result in denial of any funds under this Agreement.
- 3.4 This Agreement will be considered a Preliminary Award, until the Participant has provided the following documents for the identified an eligible property(ies) to rehab or acquire and (*which include are not limited to*) for HCD approval:
- Construction Scope of Work
  - Project Budget (including sources and uses of all project funds)
  - Project Financing / Subsidy Layering
  - The appropriate Environmental documents
  - Appraisal
  - Proof of site control
  - Project Timeline
  - Site Plans/Drawings
  - Site approval letter from City’s Planning & Zoning
  - CHDO recertification documents
  - An eligible client list that confirms the agency has identified client(s) interested in purchasing the property.
  - Market Needs Analysis
  - Other Financing Sources commitment letters
  - Infrastructure Plan

Once the documentation is received, the City is required to review and underwrite each project and ensure the project is sustainable.

The City cannot fund 100% of any CHDO project. Additionally, the City cannot invest more HOME funds than necessary to provide quality, financially viable affordable housing.

- 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 make payment until adequate documentation has been provided and reviewed.

- 3.6 Participant shall submit a final reimbursement invoice upon completion. Final payment shall be made after the City has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of completion reports and documentation of eligible occupancy, property standards and recording of restrictive covenants.

#### **ARTICLE IV GRANT ACTIVITIES**

- 4.0 Participant will use the allocated HOME funds to construct twenty (20) affordable residential townhouse units, for sale to eligible low-income homebuyers, as defined under HOME federal regulations at 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. Funds must be used by Participant as follows:
- 4.1 Participant shall construct units for re-sell to eligible low-income First Time Homebuyers. The funding invested in a HOME assisted unit shall not exceed the HOME Maximum per unit subsidy for Fort Lauderdale.
- 4.2 Participant shall ensure compliance with all applicable HOME Program regulations.
- 4.3 Each and every property proposed to be acquired by Participant for purposes of construction and conveyance to qualified Homebuyer pursuant to this Agreement must be part of the twenty (20) affordable residential townhouse units community that meets the City's land use and zoning Code, Florida Building Code and all other applicable laws or regulations or will be able to be brought up to such laws and regulations ("Codes") through construction. Participant may proceed with the construction of the twenty (20) townhouse units subject to meeting the following requirements and providing documentation evidencing such compliance after initial inspection to HCD as follows:
- 4.3.1 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)

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

- 4.3.2 The Purchase Price of the Property may not exceed HUD's current new construction maximum purchase price. The Purchase Price of the Property combined Closing Costs may not exceed the HUD HOME Maximum per-unit Subsidy limits for Fort Lauderdale.
- 4.3.3 Participant shall not disburse, commit, or expend any HOME funds to construct an IP until it has completed an environmental review on the IP that it plans to construct new housing units. The Participant must supply to HCD a completed site-specific environmental review report for the site identified for assistance. An environmental clearance notice must be obtained for the proposed Property from HCD staff.
- 4.3.4 Participant shall submit inspection and appraisal reports (*and all other items listed in Article 3.4 of this agreement*) for the IP evidencing the property's qualification for the CHDO Program pursuant to the terms of this Agreement. The reports shall include all costs. All appraisals must be in accordance with HUD guidelines. All work must be completed by State of Florida licensed/approved contractors or subcontractors.
- 4.3.5 Participant shall provide a timeline detailing when work will be completed shall be submitted to HCD. A revised timeline should be submitted to HCD if any details are changed.

HCD must review and approve all construction scopes of work and all scopes of work must be consistent with HCD's Building Standards.

- 4.3.6 Prior to beginning the construction process, the Participant shall provide written contracts between contractors and Participants to complete construction. Contract may include but not be limited to a contract with an architect and/or engineer to prepare construction documents required for permitting, contract with contractor for rehabilitation of the IP. Participant shall be responsible for and obtain all final certificates of occupancy.
- 4.3.7 Participant shall provide evidence that there is a market need to construct the 20 affordable townhouse units in accordance with the HOME Program requirements.

4.4 If HCD approves Participant's submittals in writing the following shall occur:

4.4.1 Execution of a Participation Agreement between the City and the Participant.

- Execute for recording a first mortgage and note naming the City as mortgagee.
- Execute for recording a restrictive covenant running with the land, imposing the affordability restrictions and re-sell requirements. The covenant shall be recorded superior to the mortgage lien to preserve affordability.

4.5 FINANCIAL RESPONSIBILITIES

4.5.1 Reimbursable Construction Costs.

- Participant shall submit monthly invoices to HCD for Reimbursable construction Costs. Each reimbursement request shall include an updated project completion report / timeline. Prior to the approval of any construction cost reimbursement, the work must be confirmed by City inspection and approved by HCD.

4.6 CONSTRUCTION OF PROPERTY

4.6.1 Participant shall take those actions necessary to obtain the documents required for permitting. Participant will be responsible for obtaining all necessary permits for construction, hiring all contractors, supervising all construction, and ensuring that the HOME Properties meets each requirement of the Florida Building Code, local codes, and federal regulations for housing quality standards and those required to commence and complete construction of the twenty (20) townhouses. Participant shall be responsible for and obtain all final certificates of occupancy.

4.6.2 Participant shall be responsible for obtaining all releases from contractors, subcontractors, and laborers prior to applying for a final certificate of occupancy.

4.7 SALE OF THE PROPERTY

The Participant is authorized to sell each **new townhouse constructed** to an EH. 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. Once the EH has been identified, all the documents needed to determine eligibility for the EH must be submitted to HCD for eligibility verification thirty days before each home purchase closing.

4.7.1 Sale of the Property. If Participant wishes to sell a HOME Property, Participant must meet the following requirements:

4.7.1.1 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 restrictions on ownership of the HOME Property.

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

4.7.1.3 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.

4.7.1.4 Down payment assistance may be provided to EH's using other funds if available under separate HCD Programs and will be subject to a separate agreement between the EH and the City of Fort Lauderdale. These funds are subject to availability. Participants and/or an EH are encouraged to request further information from HCD about these Programs.

4.7.1.5 If down payment and closing cost assistance is provided by the City then, prior to each closing, the Participant will provide to the City the estimated settlement statement, along with the reconciliation statement and the draft note and mortgage.

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

- Participant conveys Property to EH. City is not responsible for paying EH closing costs unless separately agreed between City and EH.



- Upon sale of all 20 townhouse units, City shall execute and deliver a satisfaction of the first mortgage, note and deed restriction to Participant.
- All documents necessary to finance the purchase of property by the EH shall be executed.
- Any notes and mortgages recorded by the City down payment and closing cost for an EH shall be in compliance with program guidelines. All notes and mortgages for down payment assistance through the City's Program, shall be in favor of the City.
- Contemporaneous with the sale transaction of each unit funded under this Agreement and prior to the title transfer of each unit to an EH, Participant shall ensure that each EH executes a deferred payment lien and a declaration of restrictive covenant running with the purchased unit in favor of the City, which shall encumber the purchased unit for a term of fifteen (15) years and preserve the City's authority to recapture the funding amount from said qualified low-income purchaser for a total amount of \$75,000 in the event the low-income purchaser sells or transfers title for said townhouse unit to any third-party. The funding source shall be represented on each recorded declaration of restrictive covenant as follows: HOME Investment Partnerships (HOME) \$50,000 and State Housing Initiatives Partnership (SHIP) \$25,000, for a total funding amount of \$75,000. Participant shall ensure the proper recording of said instruments with the Broward County Recording Office, State of Florida.

## **ARTICLE V RESTRICTIONS ON PROPERTY**

- 5.0 All residential units assisted with other funds must be occupied by low-income households for that period of time consistent with the applicable program requirements. Any unit not meeting this requirement will be subject to full recapture of funds.

## **ARTICLE VI RESPONSIBILITY FOR PROPERTY**

- 6.0 If the Property is to be sold, the Participant is responsible for maintaining the Property during the period between construction and resale to an EH. 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 construct the property. The cost of having insurance on the Property is the expense of the Participant and is not eligible for reimbursement.

## **ARTICLE VII SCOPE OF SERVICES**

- 7.0 For purposes of this Agreement, the Effective Date of this Agreement shall be \_\_\_\_\_, 2024. By \_\_\_\_\_, the Participant shall expend the initial contracted amount provided in Article III in accordance with the terms of this Agreement. If the Participant fails to expend the initial contracted amount by \_\_\_\_\_, this Agreement the City may terminate, and the remaining funds will be de-obligated.

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

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

The Participant will have up to twelve (12) months to complete the construction of all units and ensure all units are occupied.

- 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 all activities as provided in this Agreement.
- 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 grant 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 grant 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, as amended from time to time. 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 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, as amended from time to time. 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 Part 85.
- 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 92.35.
- 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, as amended from time to time.
- 8.14 The 2012 / 2013 Appropriations Acts, as amended from time to time.

And any other applicable Code or Ordinance as required by the Federal Government, State Government, County and 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 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 construction has been completed and if a HOME Property is occupied by an Eligible Homebuyer 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 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, as amended from time to time.
- 9.2 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, as amended from time to time.
- 9.3 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, as amended from time to time. 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.

- 9.4 Audits must be conducted in accordance with 24 CFR 85 and OMB Circular A-133.

## **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 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 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:

Greg Chavarria  
City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

- (b) With a copy to:

Thomas J. Ansbro  
City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd, Suite 1605  
Fort Lauderdale, Florida 33301

- (c) As to the Participant:

\_\_\_\_\_, Chief Executive Officer

Broward County Habitat Community Housing Development  
Corporation  
505 West Broward Blvd  
Fort Lauderdale, FL 33312

**ARTICLE XI  
INDEMNIFICATION CLAUSE**

- 11.0 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**

- 12.0 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 City and Participant official.

**ARTICLE XIII  
VENUE**

- 13.0 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.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

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

**CITY**

**ATTEST:**

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

By: \_\_\_\_\_  
Greg Chavarria, City Manager

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

Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

By: \_\_\_\_\_  
Patricia SaintVil-Joseph  
Assistant City Attorney

**PARTICIPANT**

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

**WITNESSES:**

\_\_\_\_\_  
[Witness signature #1]

By: \_\_\_\_\_  
\_\_\_\_\_, Chief Executive Officer

\_\_\_\_\_  
[Witness print name & address]

\_\_\_\_\_  
[Witness signature #2]

Attest:

\_\_\_\_\_  
[Witness print name & address]

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Chief Executive Officer of **BROWARD COUNTY HABITAT COMMUNITY HOUSING DEVELOPMENT CORPORATION**, a Florida non-profit corporation.

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

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



**JOINDER AND CONSENT TO HOME INVESTMENT PARTNERSHIP GRANT  
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)  
PARTICIPATION AGREEMENT (FY 2022-2023) BETWEEN  
CITY OF FORT LAUDERDALE AND BROWARD COUNTY HABITAT  
COMMUNITY HOUSING DEVELOPMENT CORPORATION**

**WE, THE UNDERSIGNED, DULY AUTHORIZED REPRESENTATIVES OF  
HABITAT FOR HUMANITY OF BROWARD INC., A FLORIDA NON-PROFIT  
CORPORATION, HAVING READ THE TERMS AND CONDITIONS CONTAINED  
IN THIS AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND  
BROWARD COUNTY HABITAT COMMUNITY HOUSING DEVELOPMENT  
CORPORATION (HEREIN REFERRED TO AS "CHDO," "PARTICIPANT," OR  
"BCHCHD"), HEREBY CONSENT TO ALL SAID TERMS AND CONDITIONS AS  
OF THE EFFECTIVE DATE CONTAINED THEREIN.**

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

**WITNESSES:**

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Type/Print Witness #1 Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Type/Print Witness #2 Name

By: \_\_\_\_\_

\_\_\_\_\_  
Name and title above

**ATTEST:**

\_\_\_\_\_  
Secretary Signature

[CORPORATE SEAL]

## **EXHIBIT “A”**

### Project Services Agreement

## PROJECT SERVICES AGREEMENT

This Project Services Agreement ("**Agreement**") is entered into this 1st day of July, 2023 ("**Effective Date**") by and between Broward County Habitat for Humanity Community Development Corporation, Inc., a Florida not for profit corporation ("**Corporation**") and Habitat for Humanity of Broward County, Inc., a Florida not for profit corporation ("**HFHB**"). Based upon the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The Corporation is a separate corporation, but remains a related party to HFHB through interlocking boards of directors and purposes.

2. The Corporation will sponsor homebuyer housing projects in accordance with Community Housing Development Organization ("**CHDO**") regulations as set forth by the United States Department of Housing and Urban Development ("**HUD**") in its Notice CPD- 97-11, first issued on October 8, 1997, and elsewhere. As "Sponsor", the Corporation agrees to purchase property with or without existing structures to be used for affordable homeownership projects and transfer the said property to HFHB at no charge. In return for services as specified below, the Corporation agrees to grant to HFHB all public sector funds related to these projects.

3. HFHB agrees to accept said property and complete any required improvements to the property, construction and/or rehabilitation of homes and sales to income-qualified buyers. These services from HFHB will be provided at cost. Services provided by HFHB for the Corporation will include but not be limited to project development, buyer selection, mortgage financing and project administration.

4. Further examples of project services include:

a) Affordable Housing Project Development from HFHB

1. Project site identification and selection.
2. Project design and blueprints, local permitting and approvals.
3. Project construction services in accordance with the Corporation development agreements.
4. Construction short-term bridge financing, if needed.
5. Provide timely project completion, including certificate of occupancy and home warranty.

b) Qualifying Buyer Selection from HFHB

1. Project marketing to potential homebuyers.
2. Identification and selection of qualified homebuyers.
3. Provide new homebuyer training.
4. Provide income qualification and house closing services.
5. Transfer title to the qualified buyer.

- c) Long-Term 0% Mortgage Financing from HFHB
1. HFHB will provide zero percent mortgage financing to qualified buyers.
  2. HFHB will service the mortgages.
- ci) Administrative Services from HFHB
1. Accounting and reporting services, including maintaining the Corporation general ledger.
  2. External audit preparation and contracting.
  3. Project cost accounting.
  4. Records retention.
  5. Use of HFHB office space
  6. Access to any HFHB staff, as advisors.
  7. Use of HFHB technology systems.
  8. Use of HFHB community contacts and vendors.
  9. Project Development Agreement compliance services.

5. The Corporation agrees to cooperate with HFHB to effectively provide these services. The Corporation also agrees to disburse to HFHB funding for qualifying costs in a timely fashion.


6. This Agreement may be modified by either party upon agreement by the respective boards of directors of the parties. Immaterial modifications do not require board of directors acceptance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

Habitat for Humanity of Broward  
County, Inc., a Florida not  
for profit corporation

By:   
Printed Name: Nancy Robin  
Title: CEO & Executive Director

Broward County Habitat for Humanity  
Community Housing Development  
Corporation, Inc., a Florida not for  
profit corporation

By:   
Printed \_\_\_\_\_  
Name: Melonie Bully-Chambers  
Title: Treasurer & Secretary