

**HOME INVESTMENT PARTNERSHIP GRANT-AMERICAN RESCUE PLAN  
(HOME-ARP) RENTAL DEVELOPMENT  
PARTICIPATION AGREEMENT  
(FY2023)**

THIS AGREEMENT, with an effective date of Oct. 2, 2023, is made by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation, with its principal address located at 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter referred to as "City".

and

**BROWARD COUNTY COMMUNITY DEVELOPMENT CORPORATION, INC. dba BROWARD HOUSING SOLUTIONS**, a Florida not for profit corporation and qualified developer under the laws of Florida, with its principal address located at 305 SE 118 Court, Fort Lauderdale, Florida 33316, hereinafter referred to as "Participant".

WHEREAS, on June 6, 2023, the City Commission of Fort Lauderdale approved CAM 23-0428 and authorized the City Manager to execute this Agreement and all documents necessary or incidental thereto; and

WHEREAS, Congress appropriated \$5 billion in American Rescue Plan funds to be administered through the HOME Investment Partnerships Program (HOME) to address the need for homelessness assistance and supportive services; and

WHEREAS, the City received \$2,589,019.00 in HOME Investment Partnerships-American Rescue Plan (HOME-ARP) funds from the U.S. Department of Housing and Urban Development (HUD) to provide for the development of affordable rental housing in the City of Fort Lauderdale for occupancy by individuals and families that meet one of the qualifying populations defined in HUD Notice CPD-21-10; and

WHEREAS, \$1,071,215.00 has been allocated for HOME-ARP Rental Housing for the development of affordable rental housing in the City of Fort Lauderdale for occupancy by individuals and families that meet one of the Qualifying Populations defined in HUD Notice CPD-21-10 including homeless, at risk of becoming homeless or other populations vulnerable to homelessness; and

WHEREAS, Participant is a certified Community Housing Development Organization (CHDO) founded in 1993 and an eligible Developer, 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, and, as such, Participant has the experience and the staff capacity to develop the proposed affordable housing project in the City of Fort Lauderdale; and

WHEREAS, in response to the City's Request for Proposal ("RFP"), the Participant was deemed the most responsive and responsible bidder to acquire and rehabilitate properties located in the City of Fort Lauderdale to house individuals aged fifty-five (55) and older, who are homeless, very low-income, and also have mental illness located in the City of Fort Lauderdale; and

WHEREAS, the City staff and the Affordable Housing Advisory Committee recommend an award to the Participant; and

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 by which the City will provide funds to Participant so that Participant can acquire and rehab a multi-family affordable housing complex(es) in Fort Lauderdale to provide affordable rental housing for to house up to eighteen (18) program qualifying individuals over fifty-five (55) years of age, who are homeless or at risk of homeless, very low-income and have mental illness.
- 1.1 The funds provided herein to Participant are in the form of a deferred loan. The City will secure all properties with a mortgage for 15 years with a restrictive covenant. The rental property(ies) will remain perpetually affordable, but the recorded mortgage will be satisfied at the end of the 15 years. As a condition to receive funding under this Agreement, the Participant must execute a promissory note in the amount funded for, acquisition and rehabilitation of the units, mortgage, and restrictive covenant, in form and substance, acceptable to the City.

## **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, the Request for Proposal (RFP) and the Participants RFP Proposal for the purpose of fulfilling the responsibilities of a HOME-ARP Community Housing Development Organization (CHDO).

- 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 cost. Participant Closing Costs for purchase of the Identified Property (IP) are reimbursable with HOME funds as provided herein.
- 2.5 “Developer’s Fee” means up to ten percent (12%) of the acquisition and rehabilitation cost per property.
- 2.6 “Effective Date” means the date this Agreement was approved by the City Commission.
- 2.7 “Qualifying Population” means Individual or family who meets the criteria for Homeless as defined in 24 CFR 91.5.
- 2.8 “HCD” means the Fort Lauderdale’s Housing and Community Development Division, in the Development Services Department.
- 2.9 “HCD Approval” means the written approval of the Director or designee.
- 2.10 “Director” means the Development Services Department Director or designee.
- 2.11 “HOME-ARP Property” means property purchased with HOME-ARP funds pursuant to this Agreement.
- 2.12 “HUD” means the United States Department of Housing and Urban Development.
- 2.13 “HUD Rules and/or Regulations” means all existing and new regulations regarding the HOME -ARP Program that HUD may require.
- 2.14 “Eligible HOME-ARP Rental Housing” means housing as defined at 24 CFR 92.2, including but not limited to manufactured housing, single room occupancy (SRO) units, and permanent supportive housing.
- 2.15 “Minimum Amount of Assistance” means funds must equal \$1,000 times the number of HOME-ARP assisted units in the project as established in 24-CFR 92.205(c)
- 2.16 “Low Income” or “LI” means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI).

- 2.17 “Developer” means the awarded CHDO or Broward County Community Development Corporation, Inc. d/b/a BROWARD HOUSING SOLUTIONS.
- 2.18 “Development Hard Costs” means the actual cost of constructing and rehabilitating housing to meet applicable property standards. Eligible development costs also include site improvements, utility connections, and costs to construct or rehabilitate laundry and community facilities located within the same building as the HOME-ARP housing.
- 2.19 “Property Standards” means HOME-ARP rental units must comply with all rental property standards required in 24 CFR 92.251 paragraphs (a), (b) (c)(1) and (2), (e), and (f).
- 2.20 “Operating Costs” means include costs for administrative expenses, property management fees, insurance, utilities, property taxes and maintenance of a unit that is designated as a HOME-ARP assisted unit and required to occupied by a qualifying household.
- 2.21 “Project Administrative Expenses” means payroll costs, payroll taxes, employees compensation and employee benefits, employee education, training and travel, advertising and general administration costs which are costs for goods and services required for administration of the housing.

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

- 3.0 Parties agree, the maximum deferred loan amount payable to Participant by the City under this Agreement shall not exceed One Million Seventy-One Thousand Two Hundred Fifteen Dollars and Zero Cents (\$1,071,215.00) in HOME-ARP funds (“HOME-ARP funds” or “HOME funds”).
- 3.1 Participant may request rehabilitation funds from the City for payment of all eligible grant expenses on a reimbursement basis. In the case of acquisition, a direct payment to the title company can be made by the City. 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-ARP 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, 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 a 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:
- Executed Purchase Agreement
  - Scope of Work
  - Project Budget (including sources and uses of all project funds)
  - Project Pro-Forma (covering the 15-year affordability period)
  - Project Financing / Subsidy Layering
  - Appropriate Environmental Review documents
  - Appraisal
  - Proof of site control
  - Market Analysis / Assessment
  - Project Timeline
  - An eligible client list that confirms the agency has identified client(s) interested in purchasing the property (*if the HOME Program funding use is for acquisition and resale*) or leasing the available units.

Before HOME-ARP funding is made to Participant, City must receive all of the following:

- Executed legally binding written agreement between City and Participant/Developer.
- Proof Participant secure of all necessary financing.
- Budget and construction scheduled have been established.
- Underwriting completed by City of Fort Lauderdale.
- Proof of System of Award Management (SAM) Registration

Once the documentation is received, the City is required to review and underwrite each project and ensure the project is sustainable over the affordability period of fifteen (15) years.

- 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 Participant shall submit a final rehabilitation 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 shall acquire, rehabilitate, and operate an affordable rental housing for occupancy by individuals and families that meet one of the Qualifying Populations defined in HUD Notice CPD-21-10.
- 4.1 Participant shall acquire, and rehabilitate, up to eighteen (18) units for rental housing. The minimum amount of HOME-ARP funds that must be invested in a rental housing project is \$1,000 times the number of HOME-ARP assisted units in the project as established in 24 CFR 92.205(c).
- 4.2 Participant shall ensure compliance with all applicable HOME-ARP Program regulations.
- 4.3 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.

- 4.3.1 Participant shall not disburse, commit, or expend any HOME-ARP funds to acquire or rehabilitate an IP until it has completed an environmental review on the IP that it plans to rehabilitate. The Participant must supply to HCD a completed site-specific environmental review form for each site identified for assistance. An environmental clearance notice must be obtained for the proposed Property from HCD staff.
  - 4.3.2 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 an estimate of all costs, fees or both of the work required to bring the property to current federal, state and city code requirements. Inspection reports shall include, but not be limited to, lead-based paint, termite, roof and structural repairs. All appraisals must be in accordance with HUD guidelines. All estimates and work must be completed by the State of Florida licensed/approved contractors or subcontractors.
  - 4.3.3 Participant shall provide an itemized contractor's estimate for rehabilitation of the proposed IP, ensuring that the costs are consistent with industry standards. In addition, a timeline within which rehabilitation work will be completed shall be submitted to HCD. Time for completion of rehabilitation must be in accordance with the fifty (50) business day HCD standard. Penalties / fines will apply for all rehabilitation projects that exceed the fifty (50) business day timeframe.
- HCD must review and approve all rehabilitation scopes of work and all scopes of work must be consistent with HCD's Rehabilitation Standards.
- 4.3.4 Prior to closing, the Participant shall provide City an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by a title insurance company acceptable to City, agreeing to issue to the City at closing, an owner's title insurance policy in the amount of the allocated HOME funds, insuring the marketability of the fee title, subject only to the those exceptions to the title of the Property together with any other title matters that may be accepted in writing by the City ("Permitted Exceptions"). The cost of said title insurance commitment and title insurance policy and any premium therefore shall be borne by the Participant.
  - 4.3.5 Prior to beginning the rehabilitation process, the Participant shall provide written contracts between contractors and Participants to complete repairs within the fifty (50) business day timeframe approved by HCD. 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.

4.3.6 Participant shall provide evidence that there is a market need to acquire a property in accordance with the HOME Program requirements.

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

- Execute a first mortgage and note naming the City as mortgagee in the amount of the Purchase Price and rehabilitation costs; and
- Execute for recordation 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 perpetual affordability.

#### 4.5 FINANCIAL RESPONSIBILITIES

4.5.1 Rehabilitation Costs. The maximum costs for Rehabilitation payable by City is as approved by HCD in writing at the time of property purchase request.

4.5.2 Developer Fee. The developer fee of 10% shall be paid by the City to the Participant once the acquired property is rehabilitated and occupied by an eligible individual / family.

#### 4.6 REHABILITATION 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 Property meets requirements of the Florida Building Code, local codes and federal regulations for housing quality standards and those required to commence and complete construction of the rehabilitation of the Home Property. Participant shall be responsible for 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.

### **ARTICLE V RESTRICTIONS ON PROPERTY**

5.0 A Property purchased by the Participant using HOME-ARP funds shall be restricted as follows:



- 5.1 Not less than 70 percent of the total number of rental units assisted with HOME-ARP funds must be restricted to occupancy by households that are qualifying Households at the time the household's initial occupancy. Not more than 30 percent of the total number of rental units assisted with HOME-ARP funds may be restricted for occupancy by low-income households.

## **ARTICLE VI RESPONSIBILITY FOR PROPERTY**

- 6.0 HOME-ARP rental units must comply with all rental property standards required in 24 CFR 92.251 paragraphs (a), (b), (c)(1) and (2), (e) and (f).

## **ARTICLE VII SCOPE OF SERVICES**

- 7.0 For purposes of this Agreement, the Effective Date of this Agreement shall be Oct. 2, 2023. The Participant shall expend the initial contracted amount provided in Article III in accordance with the terms and conditions outlined in this Agreement. If the Participant fails to expend the initial contracted amount by 36 months, this Agreement the City may terminate, and the remaining funds will be deobligated.

The Participant will have up to 18 months to acquire all projected properties and expend at least fifty percent (50%) of its award.

Once the properties are acquired, the Participant will have up to complete the rehabilitation or construction on all units acquired and ensure all units are occupied.

If the Participant meets its goal of acquiring, constructing, or rehabilitating and renting the units, the agreement may be extended until to expend any remaining funding.

- 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 Developer 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.
- 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, 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.
- 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, 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 annual report should include verification that the annual certifications of each household have been conducted. Those certifications should coincide with the annual lease renewals.
- 9.1 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.
- 9.3 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:

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

With a copy to:

City Attorney  
City of Fort Lauderdale

100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

(b) As to the Participant:

Broward County Community Development Corporation, Inc.  
dba Broward Housing Solutions  
305 SE 18<sup>th</sup> Court  
Fort Lauderdale, FL 33316

**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 the authorized City and Participant official.

**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.

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

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

CITY

WITNESSES:

Donna Larisco  
Signature

Donna Larisco  
[Witness print name]

Amber Cabrera  
Signature

Amber Cabrera  
[Witness print name]

CITY OF FORT LAUDERDALE

BY [Signature]  
Greg Chavarria, City Manager

(CORPORATE SEAL)



ATTEST:

[Signature]  
David R. Solomon, City Clerk

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

[Signature]  
Patricia Saint Vil-Joseph  
Assistant City Attorney

**PARTICIPANT**

**Broward County Community Development Corporation, Inc. dba Broward Housing Solutions, a Florida non-profit corporation.**

WITNESSES :

AUT

Valentina Urdaneta

By

[Signature]

Lisa Vecchi, Chief Executive Officer

[Witness print name]

Amanda MacCormack

Amanda MacCormack

[Witness print name]

(CORPORATE SEAL)



Attest:

[Signature]  
Secretary

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of August 2023, by **Lisa Vecchi**, as Chief Executive Officer for Broward County Community Development Corporation, Inc. dba Broward Housing Solutions, a Florida non-profit corporation, who is ☒ personally known to me or ☐ have produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Stephanie J. Rivillas  
Notary Public  
State of Florida  
Comm# HH080685  
Expires 2/4/2025

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

Stephanie J. Rivillas  
Name of Notary Typed, Printed or Stamped

My Commission Expires: 2/4/2025

Commission Number: HH080685





## DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

12

TODAY'S DATE: 9/28/2023DOCUMENT TITLE: Broward Housing Solutions- COLF – Home Investment Partnership Grant,  
American Rescue Plan (HOME ARP) – Rental Development Participation AgreementCOMM. MTG. DATE: 6/6/2023 CAM #: 23-0428 ITEM #: CR-2 CAM attached: ☒ YES ☐ NORouting Origin: COA Router Name/Ext: Sonia S x5598 Action Summary attached: ☒ YES ☐ NOCIP FUNDED: ☐ YES ☒ NO

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

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NODate to CCO: 9/28/2023 Attorney's Name: Patricia SaintVil-Joseph Initials: PS3) City Clerk's Office: # of originals: 1 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 09/28/234) City Manager's Office: CMO LOG #: OCT 11 Document received from: \_\_\_\_\_Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐GREG CHAVARRIA as CRA Executive Director ☐☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGNPER ACM: A. FAJARDO (Initial) S. GRANT (Initial)☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_\_\_ originals to ☐ Mayor ☐ CCO Date: \_\_\_\_\_

5) Mayor/CRA Chairman: Please sign as indicated.

Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

## INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains \_\_\_\_\_ original and forwards 1 originals to: Matthew Eaton/x5154/  
Procurement\*\* Please email a copy of the executed document to ssierra@fortlauderdale.govAttach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO Original Route form to CAO