

**HOME INVESTMENT PARTNERSHIPS GRANT  
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)  
PARTICIPATION AGREEMENT  
(FY 2016-2017)**

THIS AGREEMENT is made by and between:

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

and

New Visions Community Development Corporation, a non-profit corporation  
organized under the laws of Florida, hereinafter referred to as "Participant".

WHEREAS, on \_\_\_\_\_, by approving CAM Item 16-0794, the City Commission of Fort Lauderdale authorized the proper City officials to execute this Agreement; 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 acquiring and constructing properties located in the City of Fort Lauderdale in order to sell affordable housing to low income families.

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

**ARTICLE I  
PURPOSE**

- 1.0 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 redevelop affordable single-family town homes for sale to qualified low income participants in the City.
- 1.1 The funds provided herein shall be provided to Participant in the form of a forgivable loan to partially fund construction of six (6) units for sale to Eligible Homebuyers (as defined herein) or Eligible Lessee for Purchase (as defined herein). The loan will be forgiven prorata upon the sale of the HOME subsidized units to six (6) Eligible Homebuyers or Eligible Lessee for Purchase provided the EH or ELP execute such documents as are required by the City and agrees to reside within the unit for a minimum of 20 years. The

City will secure all properties with mortgages and restrictive covenants from the Participant and EH. Participant represents and warrants that the six (6) EH units shall be constructed on the parcel owned by Mount Bethel Baptist Church, Inc. (the "Property"), which parcel shall be transferred to the Participant before it receives any funding under this Agreement provided Participant complies with all other terms and conditions contained in this Agreement and as required by HUD regulations.

## **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 carrying out the responsibilities of a HOME Community Housing Development Organization (CHDO). In the event of a conflict between the RFP and this Agreement, this Agreement shall control.
- 2.2 "Carrying Costs" means landscape care and water, electric and sanitary services, all property maintenance costs, insurance on the property, and builders risk insurance required to protect the Property.
- 2.3 "CITY" means the City of Fort Lauderdale.
- 2.4 "Closing Costs" means usual buyer closing costs including documentary stamps, survey, title, lead base paint inspection, environmental checklist inspection, appraisal and recording fees, home inspection by licensed building or general contractor or a licensed home inspection company costs. Participant Closing Costs for purchase if the Identified Property (IP) are reimbursable with Home funds as provided herein.
- 2.5 "Developer's Fee" means up to ten percent (10%) of the net proceeds (less reasonable and customary closing costs and debt encumbering the unit) of the sale of a HOME assisted EH unit.
- 2.6 "Effective Date" means the date this Agreement was approved by the City Commission.
- 2.7 "Eligible Homebuyer" or "EH" means eligible low-income first time homebuyers, as defined under HOME federal regulations at 24 CFR 92.
- 2.8 "Eligible Lessee" or "EL" means eligible low income persons wishing to rent or lease a housing unit as defined at 24 CFR 92.
- 2.9 "Eligible Lessee for Purchase" or "ELP" means EL wishing to purchase the housing unit they are renting.
- 2.10 Intentionally Omitted.

- 2.11 “FI” means Financial Institution.
- 2.12 “HCD” means the Fort Lauderdale’s Housing and Community Development Division.
- 2.13 “HCD Approval” means the written approval of the HCD Manager or designee.
- 2.14 “HCD Manager” means the Housing & Community Development Division Manager or designee.
- 2.15 “HOME Property” means property constructed with HOME funds pursuant to this Agreement.
- 2.16 “HUD” means the United States Department of Housing and Urban Development.
- 2.17 “HUD Rules and / or Regulations” means all existing and new regulations regarding the HOME Program that HUD may require.
- 2.18 “Identified Property” or “IP” means a property that has been identified for acquisition by the Participant pursuant to the terms of this Agreement.
- 2.19 “Lending Entity” or “LE” means the financial institution that provides a first mortgage to EH for purchase of an eligible property.
- 2.20 “Low Income” or “LI” means persons/households whose annual income does not exceed eighty percent (80%) of the Area Median Income (AMI).
- 2.21 “Participant” means New Vision Community Development Corporation.
- 2.22 “Construction Costs” mean impact fees, all development and building permit fees, cost of preparing plans and specifications, building plans, inspection fees, connection fees, construction materials, contractor services and subcontractor labor costs or any other fees required in order to construct a single family home or townhome in accordance with standards that meets the City Code, Florida Building Code and all other codes, laws, ordinances and regulations regulating this Project.
- 2.23 “Participant Pre-purchase Costs” means costs associated with marketing, homebuyer intake activities, third party income verification, or any cost incurred prior to purchase by Participant except as provided herein
- 2.24 “Purchase Price” means the price of the IP to be paid by Participant as approved by HCD.
- 2.25 “Project” means acquisition and new construction of sixteen (16) unit townhomes, six of which must be sold or leased to an EH or ELP.

- 2.26 “Property” means the real property owned by Mount Bethel Baptist Church, Inc., the title to which shall be transferred to the Participant.

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

- 3.0 The maximum loan amount payable by the City under this Agreement will be **\$289,000.00**.
- 3.1 Participant may request funds from the City for payment of all Construction Costs for six units for Eligible Homebuyers on a reimbursement basis. 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. The City shall not fund pre-development costs and will only reimburse Construction Costs related to the six (6) HOME assisted units. Participant acknowledges that all other funding sources must be exhausted before the City will reimburse any Construction Costs. Participant acknowledges that other funding sources must be fully utilized before the City will reimburse any eligible Construction Costs.
- 3.2 Participant will ensure that any expenditure of HOME funds will be in compliance with the requirements at 24 CFR 92, the 221(d)(3) – Maximum Mortgage Limit requirements, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts, 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 Funds cannot be expended before 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 The Participant has identified eligible property(ies) to acquire and will provide the following documents (*which include but are not limited to*) for HCD approval:
- Executed Purchase Agreement for all properties, including the Property.
  - Conveyance Instrument (Warranty Deed, etc.) transferring all right, title and interest in the Property to Participant.
  - Title Search reports for the Property from a licensed title agent or attorney admitted to the Florida Bar.
  - Project Scope of Work
  - Project Budget (including sources and uses of all project funds)
  - Project Financing
  - The appropriate level of environmental review which meets all federal, state and local standards

- Appraisal
- Market Analysis / Assessment
- Revised Project Timeline
- Homebuyer Sales Plan with eligible client list that confirms the Participant has identified client(s) interested in purchasing a unit within the Property.
- Six (6) Executed Purchase and Sale Agreements for sale and transfer of six (6) units to Eligible Homebuyers
- Such other documents as requested by HCD.

Once the documentation is received, the City is required to review and underwrite the project and ensure the project is sustainable over the affordability period of twenty (20) years. The City shall not fund the cost or purchase price of acquiring any real property, including the Property, or for down payment assistance for Eligible Homebuyers. Further, the City shall have no obligation to reimburse any development cost until the documents referenced above have been provided and approved by the City in its sole discretion. Further, Participant acknowledges it must deliver the environmental review on or before October 10, 2016. If Participant fails to meet this deadline, then a portion or all of the funding under this Agreement may be reduced or eliminated.

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 hold payment until adequate documentation has been provided and reviewed.
- 3.6 Participant shall submit a final new construction reimbursement invoice upon completion. Final payment shall be made after the City has determined that all services have been rendered, files and documentation delivered, Certificate of Occupancies issued 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 six (6) single family townhouses for sale to eligible Low Income homebuyers or lease to Eligible Lessees, 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 for Construction Costs related to construction of the six HOME assisted units.
- 4.1 Participant shall construct sixteen (16) Townhomes for homeownership of which six units will be constructed with HOME funds and made available for re-sell to eligible low-income First Time Homebuyers. The **\$289,000.00** funding invested HOME assisted units shall not exceed the 221(d)(3) maximum value per property.

- 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 new construction and conveyance to an Eligible Homebuyer or rent to an Eligible Lessee pursuant to this Agreement must be for a multiple family dwelling (“MFD”) 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 rehabilitation.

4.3.1 The Properties shall comply 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 the Property’s value based on an independent appraisal from a licensed appraiser obtained by the Participant. As to the EH units, the Purchase Price of the Property combined with the estimated Construction Costs and Closing Costs may not exceed the maximum investment that can be made with HOME funds for a single property as provided in H.U.D. Rule 221(d)3 (“Maximum Investment”).

4.3.3 Participant shall not disburse, commit, or expend any HOME funds to construct any units until it has completed an environmental review that meets federal, state and local environmental standards. 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.

4.3.4 Participant shall provide appraisal reports (*and all other items listed in Article 3.4 of this agreement*) for 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 and fees. All appraisals must be in accordance with HUD guidelines. All estimates and work must be completed by State of Florida licensed/approved contractors or subcontractors.

4.3.5 Participant shall provide an itemized contractor's estimate for new construction of the proposed MFD, ensuring that the costs are consistent with industry standards. In addition, a timeline within which construction work will be completed shall be submitted to HCD. Time for completion of the new construction must be in accordance with the submitted timeline. Penalties / fines will apply for all projects that exceed the proposed timeline unless additional time is approved by the Housing Manager.

HCD must review and approve all scope of work and plans and all scope of work and plans must be consistent with HCD's construction standards.

4.3.6 Prior to closing, the Participant shall provide evidence showing clear title to the Property. Such evidence shall be a title commitment report prepared by a title company or a title opinion prepared by an attorney at law.

4.3.7 Prior to beginning the construction process, the Participant shall provide written contracts between contractors and Participants to complete project with 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 construction of the IP and the Property. Participant shall be responsible for, and obtain all final certificates of occupancy.

4.3.8 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:

4.4.1 A closing shall be scheduled to convey the IP and the Property to the Participant. Although the title of the property will be in favor of the Participant, at the Closing the Participant shall:

- Execute a first mortgage encumbering the IP and the Property and note naming the City as mortgagee in the amount of \$289,000.00 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 affordability.

#### 4.4.2 Intentionally Omitted.

### 4.5 FINANCIAL RESPONSIBILITIES

- 4.5.1 Closing Costs. The City shall not pay any Closing Costs related to acquisition of the Property or any other real property. Any costs above the Maximum Investment must be paid by Participant from funds other than the HOME funds described in this Agreement.
- 4.5.2 Predevelopment Costs. The City shall not reimburse for inspection fees, appraisals or other predevelopment costs.
- 4.5.3 Carrying Costs. Carrying costs shall be the responsibility of the Participant and not eligible for reimbursement by City.
- 4.5.4 Participant Pre-Purchase Costs. Participant Pre-Purchase Costs are not eligible for reimbursement by City and shall be the responsibility of the Participant, unless otherwise approved in writing by the HCD Manager.
- 4.5.5 Reimbursable Construction Costs. Participant shall submit 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 Costs reimbursement, the work must be confirmed and approved by HCD.
- 4.5.6 Construction Costs. The maximum costs for construction payable by City is as approved by HCD.
- 4.5.7 Developer Fee. As to the six (6) EH units, the developer fee of 10% shall be paid from the net proceeds of the HOME assisted units to an Eligible Homebuyer.

### 4.6 CONSTRUCTION

- 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 Home Property. Participant shall be responsible for, and obtains 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 to an EH or ELP. The Participant will be responsible for selecting an EH for the residential units in accordance with the HOME program rules referenced at 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. Once the EH or ELP has been identified, all the documents needed to determine eligibility for the EH or ELP must be submitted to HCD for income certification.
- 4.7.1 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 the HOME Funds available under separate HCD Programs and will be subject to separate agreement between the EH and the City of Fort Lauderdale. Participant's and/or an EH are encouraged to request further information from HCD about these Programs.
- 4.7.1.5 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 one unit within the Property to EH. City is not responsible for paying EH closing costs unless separately agreed to between City and EH.
- Upon receipt of the funding provided under this Agreement from the Participant, City shall execute and deliver a satisfaction of the first mortgage on the HOME Property to Participant.
- EH shall execute for recordation a restrictive covenant running with the land, imposing the affordability restrictions and resale requirements in accordance with HOME Program rules. The covenant shall be recorded superior to the mortgage lien and shall be consistent with 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts to preserve affordability.
- All other documents necessary to finance the purchase of property by the EH shall be executed.
- Participant will assure that any notes and mortgages recorded for an EH shall be in compliance with 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. If a property is being acquired and sold to a low income homebuyer, the Participant will involve HCD in the approval process and sales process. All notes and mortgages for down payment assistance through the City's HOME Program, shall be in favor of the City.

4.7.1.7 Flat Fee. Intentionally Omitted.

4.7.1.8 All remaining funds relating to the sale of a HOME Property to the EH shall be returned to the City of Fort Lauderdale as Program Income. After the Program Income has been returned to the City, the City may allow the Participant access to any remaining proceeds (*minus the City's administrative fee*) received from the sale of the residential units to the EH, so long as the proceeds are used for housing activities that benefit low-income households in accordance with HOME regulations. The Participant shall be required to obtain written approval of the use of those proceeds from the City's Housing & Community Development Manager. Access to the proceeds shall be allowed in accordance to the timeframes specified in this agreement and the eligible use of those funds must be in accordance with 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts.

4.7.2 If Participant wishes to lease a dwelling unit on a constructed unit on the Property, Participant shall meet the following requirements:

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

## **ARTICLE V RESTRICTIONS ON PROPERTY**

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

## **ARTICLE VI RESPONSIBILITY FOR PROPERTY**

- 6.0 If the Property is to be sold, Participant is responsible for maintaining the Property during the period between acquisition, construction and resale to an EH. If the Property is to be leased, Participant is responsible for maintaining the Property at all times while Participant owns the Property. The Participant must ensure that the appropriate type and

amount of insurance is maintained on the Property as long as the Participant is owner of the Property. The minimum insurance coverage should equal the amount of total assistance provided by the City to construct the improvements on the Property. The cost of having insurance on the Property is the expense of the Participant and is not eligible for reimbursement.

- 6.1 If the Participants opts to lease the property to an EL, the Participant must conduct a Housing Quality Standards (HQS) inspection whenever there is a change in occupancy. Notwithstanding, the City will conduct one HQS inspection annually.

## **ARTICLE VII SCOPE OF SERVICES**

- 7.0 For purposes of this Agreement, the Effective Date of this Agreement shall be September 7, 2016. By October 31, 2016 the Participant shall encumber \$74,755.65. If the Participant fails to expend the contracted amount by September 30, 2018 this Agreement with the City may be terminated, and the remaining funds will be deobligated.

The Participant will have up to twelve (12) months to acquire all the parcels, including the Property and expend at least fifty percent (50%) of its CHDO award.

Once the Property is acquired, the Participant will have up to twelve (12) month to complete construction of the Project and identify six (6) Eligible Homebuyers or Eligible Lessee for Purchase. 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.

- 7.1 Participant shall be solely responsible for completing all activities as provided in this Agreement.
- 7.2 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.
- 7.3 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.

- 7.4 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.
- 7.5 Participant shall maintain its status as an eligible CHDO as defined by HUD regulations at 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. Participant agrees to provide information as may be requested by HCD to document its continued compliance, including but not limited to, an annual board roster and certification of continued compliance. All assets acquired by Participant with HOME funds pursuant to this Agreement shall revert to the City upon the dissolution of Participant or upon Participant's failure to maintain its status as an eligible CHDO.
- 7.6 All homeownership and rental housing assisted with HOME funds must meet the affordability requirements of 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts. The City will require repayment of any funds from Participant used to assist housing not meeting the standards for the required affordability period.
- 7.7 Participant shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the Participant shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40-48.

## **ARTICLE VIII CERTIFICATIONS**

- 8.0 Participant certifies that it shall comply with the following requirements:
- 8.1 Acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601 et seq.), and the requirements of 24 CFR 92.353.
- 8.2 Nondiscrimination, equal opportunity, site selection and neighborhood standards identified at 24 CFR 92.202 and 92.350.
- 8.3 Drug-free workplace, identified at 24 CFR 24.
- 8.4 Anti-lobbying, identified at 24 CFR 87.
- 8.5 Affirmative marketing and minority outreach, identified at 24 CFR 92.351.
- 8.6 Labor standards, identified at 24 CFR 92.354.
- 8.7 Disbarred or suspended contractors, identified at 24 CFR 24.
- 8.8 Conflict of Interest, identified at 24 CFR 92.356.

- 8.9 Flood Insurance protection, identified at 44 CFR 59-77.
- 8.10 Lead-based paint, identified at 24 CFR 92.355.
- 8.11 Uniform Administrative Requirements, identified at 24 CFR 92.505.
- 8.12 Project requirements, identified at 24 CFR 92.
- 8.13 The 2013 HOME Final Rule
- 8.14 The 2012 / 2013 Appropriations Acts

And any other applicable Code or Ordinance as required by the Federal Government, State Government, County 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 and during the time HOME Properties are leased to Eligible Lessees and or sold as a Lease for Purchase. **A report must be submitted with each reimbursement / payment request.** The report shall include information for all HOME Properties purchased with HOME funds and identifying if construction has been completed and if a HOME Property (or unit within the Property) is occupied by an Eligible Homebuyer or Lessee. Participant will be responsible for maintaining all records necessary to document compliance with the provisions of 24 CFR Part 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts as now in effect, and as may be amended from time to time. The records shall be available for inspection by the City or HUD representatives during all normal business hours.
- 9.1 If the Participant chooses to lease the units, the participant's annual report should include verification that the annual certifications of each household have been conducted. Those certifications should coincide with the annual lease renewals.
- 9.2 Participant shall comply with the applicable policies, guidelines, and requirements of OMB Circular Nos. A-87, A-102, and A-122 relative to the acceptance and use of HOME grant amounts by the Participant and any sub-recipients, as required by 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts and any other regulations currently in effect or subsequently enacted.
- 9.3 Participant shall ensure that all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement and the administration of the program under the regulations are preserved and made available as required by 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts.

- 9.4 The HOME properties must meet the affordability requirements as found in 24 CFR 92, the 2013 HOME Final Rule, and the 2012/2013 Appropriations Acts as applicable. The Participant shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program.
- 9.5 Audits must be conducted in accordance with 24 CFR 85 and OMB Circular A-133.

## **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:

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

- (b) As to the Participant:

Nikki Austin-Shipp, Executive Director  
New Visions Community Development Corporation  
1004 NW 1<sup>st</sup> Street  
Fort Lauderdale, FL 33311

**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, the 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  
FINANCING**

13. Within ninety (90) days after the Effective Date of this Agreement, Participant shall provide to City satisfactory written evidence from a financial institution or other acceptable source, as determined by the City in its sole discretion, that it has secured financing to fully fund construction of the Project. The City reserves the right to terminate this Agreement and de-obligate the funds if proof of financing is not provided by the deadline.

**ARTICLE XIV  
VENUE**

14. 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:

CITY OF FORT LAUDERDALE

\_\_\_\_\_

By \_\_\_\_\_

JONATHAN B. BROWN

Housing and Community Development

Manager

\_\_\_\_\_  
[Witness print name]

\_\_\_\_\_

By \_\_\_\_\_

LEE R. FELDMAN, City Manager

\_\_\_\_\_  
[Witness print name]

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
JEFFREY A. MODARELLI , City Clerk

**PARTICIPANT**

New Visions Community Development  
Corporation, a Florida non-profit corporation

WITNESSES :

\_\_\_\_\_

[Witness print name]

\_\_\_\_\_

[Witness print name]

(CORPORATE SEAL)

By \_\_\_\_\_  
Nikki Austin-Shipp, Executive Director

Attest:

\_\_\_\_\_  
Secretary

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2016  
by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and  
\_\_\_\_\_ of \_\_\_\_\_, a Florida non-  
profit corporation, on behalf of the corporation, who are ☐ personally known to me or ☐ have  
produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

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

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney