

## RESOLUTION NO. 2020-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN COUNTY-OWNED PARCELS OF REAL PROPERTY TO CENTRAL COUNTY COMMUNITY DEVELOPMENT CORPORATION, A FLORIDA NONPROFIT CORPORATION, PURSUANT TO SECTION 125.38, FLORIDA STATUTES; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE REQUIRED DOCUMENTS FOR SUCH CONVEYANCES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Broward County ("County") acquired title to three (3) parcels of real property located within the Broward Municipal Services District, as more particularly described in the legal descriptions attached hereto and made part hereof as Attachment C ("Properties"), which Properties escheated to County by virtue of delinquent ad valorem payments in accordance with law;

WHEREAS, pursuant to Section 125.38, Florida Statutes, "if . . . any . . . corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property that may be owned by any county of this state or by its board of county commissioners, for public or community interest and welfare, then the . . . corporation or organization may apply to the board of county commissioners for a conveyance . . . of such property. Such board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property. The fact of such application being made, the purpose for which

such property is to be used, and the price . . . therefor shall be set out in a resolution duly adopted by such board . . . No advertisement shall be required []”;

WHEREAS, Central County Community Development Corporation, a Florida nonprofit corporation and subsidiary of the Urban League of Broward County (“Nonprofit”), has requested that County convey to it the Properties, to be used for affordable housing, in accordance with the Agreement between County and Nonprofit for Transfer, Development, and Use of Three County-Owned Lots for Affordable Housing (“Agreement”), attached hereto and made a part hereof as Attachment B; and

WHEREAS, the Board of County Commissioners of Broward County, Florida (“Board”), finds that (1) the Properties are not needed for County purposes, and (2) the Properties are required by the Nonprofit for public or community interest and welfare, NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The recitals set forth in the preamble to this Resolution are true, accurate, and incorporated by reference herein as though set forth in full hereunder.

Section 2. Pursuant to Section 125.38, Florida Statutes, the Board authorizes the conveyance of the Properties to Nonprofit for the amount of ten dollars (\$10.00) each.

Section 3. The County Administrator is authorized to execute quit claim deeds, substantially in the form of attached Attachment A, conveying the Properties to the Nonprofit, the Agreement, in substantially the form of attached Attachment B, and such other related documents, if any, as needed to effect the conveyance of the Properties to the Nonprofit.

Section 3. The conveyance of the Properties to the Nonprofit is in the best interest of County and is for public or community interest and welfare.

Section 4. Severability.

If any portion of this Resolution is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Resolution. If any court determines that this Resolution, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Resolution to any other individual, group, entity, property, or circumstance.

Section 5. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Approved as to form and legal sufficiency:  
Andrew J. Meyers, County Attorney

By /s/ Christina A. Blythe 03/10/2020  
Christina A. Blythe (Date)  
Assistant County Attorney

By /s/ Annika E. Ashton 03/10/2020  
Annika E. Ashton (Date)  
Deputy County Attorney

Return signed document to:  
 Broward County Facilities Management Division  
 Real Property Section  
 115 S. Andrews Avenue, Room 501  
 Fort Lauderdale, FL 33301

This instrument prepared by  
 and approved as to form by:  
 Broward County Attorney's Office  
 115 S. Andrews Ave, Room 423  
 Fort Lauderdale, FL 33301

**Property Appraiser Tax Folio Number:** \_\_\_\_\_

**QUITCLAIM DEED**

(Pursuant to Section 125.411, Florida Statutes)

THIS QUITCLAIM DEED ("Deed"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by BROWARD COUNTY, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida, 33301, and Central County Community Development Corporation, a Florida nonprofit corporation ("Grantee"), whose address is 560 NW 27<sup>th</sup> Avenue, Fort Lauderdale, Florida 33311.

(The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

W I T N E S S E T H:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida ("Property"), to wit:

See Exhibit A, attached hereto and made a part hereof.

**THIS CONVEYANCE IS SUBJECT TO** all zoning rules, regulations, ordinances, and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; real estate taxes for the year of closing and all subsequent years; and that certain Declaration of Restrictive Covenants attached hereto as Exhibit B, the terms, conditions, and provisions of which are hereby incorporated herein and made a part hereof by this reference.

**THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING REVERTER CLAUSE:**

In the event Grantee fails to complete the construction of a single family residence, in accordance with the Agreement between Broward County and Central County Community Development Corporation for Transfer, Development, And Use Of Three County-Owned Lots For Affordable Housing ("Agreement") on or before the Completion Date (as defined in the Agreement), Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting either (1) that it has exercised due diligence and reviewed the official records of Broward County to determine whether a final Certificate of Occupancy has been issued for subject Property and that no final Certificate of Occupancy has been issued, or (2) that it has conducted a final project review and determined that the residence constructed on the Property was not constructed in accordance with the requirements set forth in the Agreement and that Grantee has not cured such defects by the Completion Date. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause.

Grantor and Grantee acknowledge that the preparation and recordation of any of the foregoing affidavits shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.

Grantor and Grantee acknowledge that Grantor's failure to exercise its rights pursuant to this reverter clause does not constitute a waiver of Grantor's rights set forth herein.

Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the reverter clause above for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain a final Certificate of Occupancy. Such waiver by Grantor, to be effective, must (1) be given prior to the Completion Date and (2) shall be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the Certificate of Occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed in its name by its Board of County Commissioners ("Board") acting by and through the County Administrator, authorized to execute same by Board action on \_\_\_\_\_, 20\_\_\_\_ (Agenda Item No. \_\_\_\_).

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(Signature)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
Christina A. Blythe (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

REF: Approved BCC \_\_\_\_\_ Item No: \_\_\_\_\_  
Return to BC Real Property Section

**Exhibit A to the Deed**

**PROPERTY DESCRIPTION**

**Legal Description:**

**EXHIBIT B to the Deed****DECLARATION OF RESTRICTIVE COVENANTS****(Property Appraiser Tax Folio Number: \_\_\_\_\_)**

This Declaration of Restrictive Covenants ("Declaration"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by \_\_\_\_\_ a Florida nonprofit corporation, hereinafter referred to as "Owner."

A. Owner is the fee title owner of that certain real property legally described in Exhibit B-1, attached hereto and incorporated herein ("Property"); and

B. Owner hereby covenants that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration; that Owner has good right and lawful authority to make this Declaration; and that Owner agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever; and

C. The Property shall be subject to the covenants, restrictions, and other requirements, as set forth herein.

NOW, THEREFORE, Owner hereby declares that the Property shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to these covenants and restrictions, which run in favor of County (as hereinafter defined in Section 4) and other requirements, all as hereinafter set forth:

1. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.
2. Restrictive Covenants. Owner hereby declares that the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall be covenants running with the land for a period of fifteen (15) years effective and commencing upon the date of the recording of this Declaration:
  - (a) As of the effective date of this Declaration, the Property shall be used solely for residential purposes. The Property may not be used for any nonresidential purposes, other than home offices when permitted by applicable zoning regulations.
  - (b) The Property, upon completion of the residential dwelling unit, shall be purchased and occupied solely by persons who, at the time of purchase, meet the criteria specified in subparagraphs (b)(1) through (6), below. "Purchased" shall be defined to mean by sale, inheritance, court order, or other legal method of transfer or acquisition.



- (1) One or more natural persons or a family that is at or below one hundred forty percent (140%) of the Area Median Income (“AMI”) for Broward County, adjusted for family size. For the purposes of this requirement, AMI is understood to mean the dollar amount where half the population earns less and half earns more.
  - (2) The purchaser of the Property shall have monthly mortgage payments, including taxes, insurance, and utilities, that do not exceed thirty-five percent (35%) of the purchaser's monthly adjusted gross income.
  - (3) Excluding government subsidies, the down payment, if any, for the purchase of the Property does not exceed twenty percent (20%) of the purchase price.
  - (4) For a term of at least fifteen (15) years after the Effective Date of this Declaration, any subsequent purchaser of the Property shall be required to meet criteria (1), (2), and (3) above.
  - (5) For a term of at least fifteen (15) years after the Effective Date of this Declaration, prior to any transfer of title or closing on a purchase of the Property, each purchaser of the Property shall provide to County a written certification that the above criteria have been satisfied.
  - (6) For the purposes of this provision, the term “adjusted for family size” means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four (4) people, or higher for households with more than four (4) people, based upon a formula as established by the United States Department of Housing and Urban Development.
- (c) Maintenance of Property. Owner agrees to maintain the Property and the exterior of the residence built thereon in good repair, including, but not limited to, painting, landscaping, and lawn maintenance, as necessary. Owner shall maintain the Property and the residence built thereon in accordance with all applicable laws, regulations, and ordinances. If any action or proceeding is commenced which materially affects County’s interests in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements, or proceedings involving a bankruptcy, County, at County’s option and upon notice to Owner, may make such appearances and take such action as is necessary to protect County’s interests.
3. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the Property (collectively “covenants and restrictions”) for a

period of fifteen (15) years following the date of recordation of this Declaration by the Owner. For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and the County shall be the dominant tenement. These covenants and restrictions shall be binding on all persons and entities acquiring title to or use of the Property, or any portion thereof, and all persons and entities claiming under them, until that date which occurs fifteen (15) years following the Effective Date ("Termination Date").

4. When used herein, the term "County" shall mean Broward County, Florida, its successors and assigns. The term "Owner" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein, the terms "Owner" and "County" shall include their heirs, personal representatives, successors, agents, and assigns.
5. County is the beneficiary of these covenants and restrictions, and, as such, County may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction against any person or persons, entity, or entities, violating or attempting to violate the terms of these covenants and restrictions.
6. Any failure of County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. No waiver, modification, or termination of this instrument shall be effective unless contained in a written document executed by County. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition, or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition, or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.
7. This Declaration shall be recorded by the Owner in the Public Records of Broward County, Florida, and shall become effective upon recordation.

**[The Remainder of this Page Is Intentionally Left Blank]**

**IN WITNESS WHEREOF**, Owner has executed this Declaration of Restrictive Covenants as follows:

**OWNER**

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

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

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

**EXHIBIT B-1**

**PROPERTY DESCRIPTION**

**Legal Description:**

**AGREEMENT BETWEEN BROWARD COUNTY AND  
CENTRAL COUNTY COMMUNITY DEVELOPMENT CORPORATION FOR  
TRANSFER, DEVELOPMENT, AND USE OF THREE COUNTY-OWNED LOTS FOR  
AFFORDABLE HOUSING**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Central County Community Development Corporation (a subsidiary of the Urban League of Broward County), a Florida nonprofit corporation whose address is 560 NW 27th Avenue, Fort Lauderdale, Florida 33311 (“Nonprofit”) (each a “Party” and collectively referred to as the “Parties”).

A. County owns each of the three (3) properties listed below (“Properties”):

(1) WASHINGTON PARK FOURTH ADD 22-44 B LOT 22 BLK 50 (Folio No 494232013470); the same property conveyed to County pursuant to Tax Deed 29197, dated September 11, 2010, recorded in Book 49596, Page 803, of the Public Records of Broward County, Florida.

(2) HARRIS SUB FIRST ADD 21-41 B LOT 7 (Folio No. 504205110100); the same property conveyed to County pursuant to Tax Deed 2836, dated May 24, 2002, recorded in Book 36451, Page 1308, of the Public Records of Broward County, Florida.

(3) WASHINGTON PARK FOURTH ADD 22-44 B LOT 24 BLK 46 (Folio No. 494232012320); the same property conveyed to County pursuant to Tax Deed 5691, dated July 26, 2001, recorded in Book 33278, Page 1379, of the Public Records of Broward County, Florida.

B. Pursuant to Resolution \_\_\_\_\_, the Broward County Board of County Commissioners (“Board”) authorized the transfer of the Properties to Nonprofit for the construction and development of affordable housing.

C. Nonprofit is willing to accept the Properties in order to construct and develop affordable housing subject to the obligations approved by the Board.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.
2. Effective Date. This Agreement shall become effective on the date it is fully executed by the Parties.
3. Requirements. In consideration of the conveyance of the Properties, Nonprofit shall construct and develop on the Properties affordable, single-family homes in

accordance with the following standards, which may be above the minimum standards required by applicable building and zoning codes:

- 3.1 Size. On each of the Properties, Nonprofit shall construct a single-family residence that is no smaller than fifteen hundred (1,500) square feet, exclusive of the garage referenced in Section 3.2 below (“Residence”). Each Residence shall, at a minimum, have three (3) bedrooms and two (2) bathrooms.
- 3.2 Two-Car Garage. In addition to the 1,500 square feet of living space, each Residence shall include a two-car garage.
- 3.3 Permitting and Construction Deadlines. Nonprofit shall complete the permitting process for the Residences within six (6) months after the dates of the quit claim deeds (“Deeds”) transferring the Properties to Nonprofit (“Transfer Date”), and Nonprofit shall construct the Residences and have them ready for occupancy within twelve (12) months after the completion of permitting. Nonprofit shall cause to be recorded a Certificate of Completion for each of the Residences on or before the date that is eighteen (18) months after the Transfer Date (“Completion Date”). Notwithstanding the foregoing, the Completion Date shall be automatically extended by one (1) month if Broward County, Florida is placed under a Tropical Storm and/or Hurricane Warning by the National Hurricane Center at any point between the Transfer Date and the initial Completion Date.
- 3.4 Eligible Residents. Nonprofit shall ensure that each Residence is owner-occupied and made available for purchase only to those families that are at or below one hundred forty percent (140%) of Area Median Income (“AMI”) for Broward County, adjusted for family size. For the purposes of this requirement, AMI is understood to mean the dollar amount where half of the population earns less and half earns more.
- 3.5 Code Compliance. The design and construction of each Residence shall be in compliance with all applicable State and local laws and regulations, including the Florida Building Code and any local amendments thereto.
- 3.6 Compliance Review. Nonprofit shall submit to County copies of all building plans and specifications prior to Nonprofit's commencement of construction. County shall have the right to conduct a preconstruction review of all building plans and specifications, as well as a final project review to determine whether Nonprofit has complied with the requirements set forth in this Agreement. Within ten (10) days after the date Nonprofit completes construction of a Residence, Nonprofit shall submit to County a certification stating that the Residence was built in compliance with the requirements of this Section 3.

- 3.7 Conditions and Reverter Clauses. Nonprofit's right to maintain ownership and possession of the Properties is subject to the conditions and reverter clauses set forth in the Deeds including, but not limited to, Nonprofit's obligation to construct the Residences in strict accordance with the terms of this Agreement.
4. Funding.
- 4.1 Down Payment Assistance. County will provide down payment purchase assistance to purchasers of each Residence in an amount up to Sixty Thousand Dollars (\$60,000), in County's discretion, based on the grant source for the assistance and income qualification of the purchaser, and subject to provision of adequate funding from federal and state sources.
- 4.2 Predevelopment Assistance. County will provide to Nonprofit up to Twenty Thousand Dollars (\$20,000) per lot in predevelopment cost reimbursement for expenses associated with fill, offsite utilities, and tree removal, and for the architect's charges for the cost of the use of County-owned architectural plans, subject to Nonprofit's compliance with applicable State Housing Initiatives Partnership Program rules and regulations. Reimbursement of such predevelopment costs is contingent upon County's receipt of a written request for payment, together with any supporting documentation requested by County.
5. Covenants.
- 5.1 Monitoring. Nonprofit shall submit to County a monthly status report ("Monthly Status Report") on the first business day of each month. Each Monthly Status Report shall contain: (i) a summary of all work completed on the Properties and the Residences in the past thirty (30) days; (ii) a summary of all work to be complete on the Properties and the Residences in the upcoming thirty (30) days; and (iii) an updated Microsoft Project Timeline Gantt Chart (or equivalent), in the form required by County.
- 5.2 Taxes. Nonprofit shall pay all sales, consumer, use, and similar taxes applicable to the ownership of the Properties and construction of the Residences.
- 5.3 No Liens. Nonprofit shall ensure that title to the Properties is maintained free and clear of any mechanic, material supplier, or similar liens or encumbrances caused by or through Nonprofit. If any such lien or encumbrance is recorded against a site, Nonprofit shall have ten (10) days from receipt of notice of such lien or encumbrance to cause it to be removed of record, whether by termination, bonding, or otherwise.

## 6. Representation and Warranties.

- 6.1 Representation of Authority. Nonprofit represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Nonprofit, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Nonprofit has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Nonprofit. Nonprofit further represents and warrants that execution of this Agreement is within Nonprofit's legal powers, and each individual executing this Agreement on behalf of Nonprofit is duly authorized by all necessary and appropriate action to do so on behalf of Nonprofit and does so with full legal authority.
- 6.2 Contingency Fee. Nonprofit represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Nonprofit, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 6.3 Public Entity Crime Act. Nonprofit represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Nonprofit further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Nonprofit has been placed on the convicted vendor list.
- 6.4 Discriminatory Vendor and Scrutinized Companies Lists. Nonprofit represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. Nonprofit represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.
- 6.5 Claims Against Nonprofit. Nonprofit represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Nonprofit, threatened against or affecting Nonprofit, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Nonprofit to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Nonprofit or on the ability of Nonprofit to conduct its business as presently conducted or as proposed or contemplated to be conducted.



6.6 Breach of Representations. In entering into this Agreement, Nonprofit acknowledges that County is materially relying on the representations, warranties, and certifications of Nonprofit stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Nonprofit, to deduct from any amounts due Nonprofit under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Nonprofit under this Agreement. Furthermore, a false representation may result in debarment from County's procurement activities.

7. Notice.

In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR BROWARD COUNTY:

Broward County Housing Finance and Community Development  
 Attn: Director  
 110 NE 3<sup>rd</sup> Street, Suite 300  
 Fort Lauderdale, Florida 33301  
 Email: rstone@broward.org

With a copy to:

Broward County Administrator  
 Governmental Center  
 115 South Andrews Avenue, Suite 409  
 Fort Lauderdale, Florida 33301

FOR NONPROFIT:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8. Amendments. No modification, amendment, or alteration of this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by Nonprofit and the County or others delegated authority to or otherwise authorized to execute same on their behalf.

9. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, NONPROFIT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10. Indemnification. Nonprofit shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, the Properties, or the Residences, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Nonprofit, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement, the Properties, or the Residences (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Nonprofit shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Director of the Housing and Community Redevelopment Division and the County Attorney, any sums due Nonprofit under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## 11. Insurance.

- 11.1. For the duration of the Agreement, Nonprofit shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit A in accordance with the terms and conditions of this article. Nonprofit shall maintain insurance coverage against claims relating to any act or omission by Nonprofit, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- 11.2. Nonprofit shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit A on all policies required under this article.
- 11.3. On or before the Effective Date, Nonprofit shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Nonprofit shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
- 11.4. Nonprofit shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Nonprofit has been completed, as determined by the Director of the Housing Finance and Community Redevelopment Division. Nonprofit or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Nonprofit shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.
- 11.5. Nonprofit shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.
- 11.6. If Nonprofit maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit A, Nonprofit shall be entitled to any such broader coverage and higher limits maintained by Nonprofit. All required insurance coverages under this article shall provide primary

coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Nonprofit.

- 11.7. Nonprofit shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit A and submit to County for approval at least fifteen (15) days prior to the Effective Date. Nonprofit shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Nonprofit to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Nonprofit agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Nonprofit agrees to obtain same in endorsements to the required policies.
- 11.8. Unless prohibited by the applicable policy, Nonprofit waives any right to subrogation that any of Nonprofit's insurer may acquire against County, and agrees to obtain same in an endorsement of Nonprofit's insurance policies.
- 11.9. Nonprofit shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Nonprofit under this article. Nonprofit shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies.
- 11.10. If Nonprofit or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Nonprofit. Nonprofit shall not permit any subcontractor to provide services unless and until the requirements of this article are satisfied. If requested by County, Nonprofit shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.
- 11.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit A, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Nonprofit must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit A.

12. Independent Contractor. Nonprofit is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Nonprofit nor its agents shall act as officers, employees, or agents of County. Nonprofit shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13. Third Party Beneficiaries. Neither Nonprofit nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

14. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Nonprofit without the prior written consent of County. For County, such written consent may be given by the County Administrator or his or her designee. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

15. Compliance with Laws. Nonprofit shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

16. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

17. Multiple Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

18. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

19. Payable Interest.

19.1 Payment of Interest. County shall not be liable to pay any interest to Nonprofit for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Nonprofit waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest

in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

- 19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

20. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

21. Equal Opportunity. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Nonprofit shall include the foregoing or similar language in its contracts with any subcontractors

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: County, signing by and through the County Administrator, authorized to execute same by action of the Broward County Board of County Commissioners on \_\_\_\_\_, 2020 (Agenda Item No. \_\_\_\_\_), and Nonprofit, signing by and through its duly authorized representative.

COUNTY

WITNESS:

BROWARD COUNTY, by and through its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Signature)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

\_\_\_\_\_  
(Print Name of Witness)

By \_\_\_\_\_  
Alicia C. Lobeiras (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND  
CENTRAL COUNTY COMMUNITY DEVELOPMENT CORPORATION FOR  
TRANSFER, DEVELOPMENT, AND USE OF THREE COUNTY-OWNED LOTS FOR  
AFFORDABLE HOUSING**

NONPROFIT

WITNESSES:

Central County Community Development  
Corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)



**EXHIBIT A**  
**Minimum Insurance Coverages**

**LEGAL DESCRIPTIONS**

- (1) WASHINGTON PARK FOURTH ADD 22-44 B LOT 22 BLK 50 (Folio No. 494232013470); the same property conveyed to County pursuant to Tax Deed 29197, dated September 11, 2010, recorded in Book 49596, Page 803, of the Public Records of Broward County, Florida.
- (2) HARRIS SUB FIRST ADD 21-41 B LOT 7 (Folio No. 504205110100); the same property conveyed to County pursuant to Tax Deed 2836, dated May 24, 2002, recorded in Book 36451, Page 1308, of the Public Records of Broward County, Florida.
- (3) WASHINGTON PARK FOURTH ADD 22-44 B LOT 24 BLK 46 (Folio No. 494232012320); the same property conveyed to County pursuant to Tax Deed 5691, dated July 26, 2001, recorded in Book 33278, Page 1379, of the Public Records of Broward County, Florida.