



AGREEMENT BETWEEN BROWARD COUNTY AND BROWARD COUNTY HOUSING AUTHORITY PROVIDING STATE HOUSING INITIATIVES PARTNERSHIP FUNDING FOR FORECLOSURE PREVENTION ASSISTANCE

This Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), and Broward County Housing Authority, a public body corporate and politic, whose address is 4780 North State Road 7, Lauderdale Lakes, Florida 33319 ("BCHA") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County is a recipient of Florida State Housing Initiatives Partnership ("SHIP") program funds pursuant to Chapter 420, Part VII, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code.

B. BCHA is a public body corporate and politic established under Chapter 421, Florida Statutes, focused on creating, providing, and increasing affordable housing opportunities for Broward County residents.

C. County desires to award SHIP program funds to BCHA for BCHA to provide foreclosure prevention assistance to Broward County residents in accordance with the terms of this Agreement and the SHIP Rules and Regulations (as defined herein).

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, including the SHIP Rules and Regulations, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of the Broward County Housing Finance Division.

1.4. **Division** means the Broward County Housing Finance Division.

1.5. **Eligible Person or Eligible Household** means one or more natural

persons or a family determined by County to be of very low income, low income, or moderate income according to the income limits adjusted to family size published annually by the United States Department of Housing and Urban Development based upon the annual gross income of the household.

1.6. **Project** means all work, services, and activities required of BCHA under this Agreement specified in Exhibit A, attached hereto.

1.7. **SHIP Rules and Regulations** means the applicable rules and regulations set forth Chapter 420, Part VII, Florida Statutes, Rule Chapter 67-37, Florida Administrative Code, and the Broward County Local Housing Assistance Plan ("LHAP"), which are incorporated herein by this reference.

1.8. **Subcontractor** means an entity or individual, including subconsultants, providing services in connection with the Project to County through BCHA, regardless of tier.

ARTICLE 2. EXHIBITS

Exhibit A – Scope of Services

Exhibit B – Project Budget

Exhibit C – Project Schedule

Exhibit D – Form for Quarterly Progress Reports

Exhibit E – Form of Mortgage and Promissory Note

ARTICLE 3. PROJECT

3.1. BCHA shall provide and implement the Project, including providing foreclosure prevention assistance services as outlined in Exhibit A (the "Scope of Services") attached hereto. The Scope of Services is a description of BCHA's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by BCHA impractical, illogical, or unconscionable.

3.2. BCHA must comply with the budget for the Project as outlined in Exhibit B (the "Project Budget"), attached hereto.

3.3. BCHA must comply with the schedule for the Project, as outlined in Exhibit C (the "Project Schedule"), attached hereto.

3.4. BCHA is responsible for determining and verifying the eligibility of each Eligible Person, including income qualification, on such form(s) as may be provided by County.

3.5. Prior to performing any work under the Scope of Services, BCHA must

require each Eligible Person execute a Mortgage and Promissory Note in favor of County in the forms attached hereto as Exhibit E.

3.6. If BCHA fails (in the Contract Administrator's judgment) to comply with the Scope of Services, Project Budget, or the Project Schedule, the Division may issue a Stop Order to BCHA, which shall immediately halt all work on the Project.

3.7. BCHA agrees to meet with County at reasonable times and with reasonable notice to discuss the Project during the Term (as defined in Article 4).

3.8. BCHA must provide County with Quarterly Progress Reports utilizing the form provided in Exhibit D, or such other form as may be provided to BCHA by County (each a "Quarterly Report"). The Quarterly Report must be submitted to County no later than the tenth (10th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or legal holiday recognized by Broward County, the Quarterly Report may be submitted on the business day immediately following such Saturday, Sunday, or legal holiday. For purposes of Quarterly Reports, the quarters shall be as follows:

First quarter – October 1 through December 31;
Second quarter – January 1 through March 31;
Third quarter – April 1 through June 30;
Fourth quarter – July 1 through September 30.

3.9. In addition to the Quarterly Reports, BCHA must submit promptly upon the request of the Contract Administrator, any and all, necessary access, documentation, information, and status reports required by County or the Florida Housing Finance Corporation ("FHFC").

ARTICLE 4. TERM

This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and shall remain in full force and effect for a period of three (3) years from the Effective Date (the "Term").

ARTICLE 5. FUNDING AND METHOD OF PAYMENT

5.1. County agrees to pay to BCHA up to a maximum amount of Two Hundred Thousand Dollars (\$200,000) in SHIP program funds ("SHIP Funds"). Payment shall be made only for work actually performed and completed pursuant to this Agreement and in accordance with the Project Budget.

5.2. The Broward County Administrator ("County Administrator") may increase the maximum amount of SHIP Funds provided under this Agreement up to the maximum amount allocated under the LHAP for the foreclosure prevention strategy or approved by the Board for the foreclosure prevention strategy, subject to the availability of SHIP

program funds and in the County Administrator's discretion. Any changes to the Project Budget as a result of an increase in SHIP Funds shall be made in writing and incorporated as an amendment to this Agreement which may be executed by the County Administrator.

5.3. As provided in Project Budget, up to ten percent (10%) of the SHIP Funds may be used for service delivery costs, defined as costs associated to the overall project oversight and implementation of the Project ("Service Delivery Costs").

5.4. Method of Billing.

5.4.1. BCHA must provide County with an original Request for Payment and an executed Funding Authorization, as attached in Exhibit B, which documents shall be accompanied by proper supporting documentation demonstrating compliance with the terms of this Agreement.

5.4.2. BCHA's final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement.

5.5. County shall pay BCHA within thirty (30) days after receipt of a proper Request for Payment, Funding Authorization Form, and supporting documentation from BCHA.

5.6. BCHA shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. County shall not be liable for any expenses that exceed those allowed by Applicable Law or that were not approved in writing in advance by the County Administrator or the County Administrator's designee.

5.7. All SHIP funds not expended by BCHA shall remain in the custody and control of County. The Board may reallocate any unexpended SHIP Funds to other projects, in its absolute discretion.

5.8. If any monies are paid to BCHA in excess of the amount to which BCHA is entitled to under this Agreement, BCHA must repay to County such funds within thirty (30) calendar days after demand by County.

5.9. County shall not be required to pay any SHIP Funds under this Agreement if County is not able to obtain such funding from the FHFC for payment of these costs. In accordance with Article 10, County may withhold, in whole or in part, payment to BCHA to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to BCHA's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. BCHA represents and warrants that it shall comply with all Applicable Laws, including the SHIP Rules and Regulations, the Fair Housing Act, Title VII of the Civil Rights Act of 1968, as amended and Title VI of the Civil Rights Act of 1964, as amended; Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended.

6.2. BCHA represents and warrants that it will treat each Eligible Person equally and will not discriminate against any Eligible Person on the basis of race, color, religion, sex/gender, familial status, national origin, handicap, marital status, or age.

6.3. BCHA represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of BCHA, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that BCHA has with any third party or violates Applicable Law. BCHA further represents and warrants that execution of this Agreement is within BCHA's legal powers, and each individual executing this Agreement on behalf of BCHA is duly authorized by all necessary and appropriate action to do so on behalf of BCHA and does so with full legal authority.

6.4. Breach of Representations. BCHA acknowledges that County is materially relying on the representations, warranties, and certifications of BCHA stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to BCHA; and (c) set off from any amounts due BCHA the full amount of any damage incurred.

ARTICLE 7. INDEMNIFICATION

7.1. BCHA is a public entity subject to Section 768.28, Florida Statutes, and shall be fully responsible, to the extent permitted by law, for 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, caused or alleged to be caused, in whole or in part, by any act or omission of BCHA and its current, past, and future officers, agents, and employees in connection with this Agreement.

7.2. BCHA agrees that it has instituted and maintains a fiscally sound and prudent risk management program with regard to BCHA's obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. BCHA is responsible for all personal injury or property damage caused by its current, past, and future officers, agents, and employees.

7.3. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be

construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

ARTICLE 8. INSURANCE

8.1. BCHA agrees that it has instituted and maintains a fiscally sound and prudent risk management program with regards to BCHA's obligations under this Agreement.

8.2. Upon request by County, BCHA must promptly provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If BCHA holds any excess liability coverage, BCHA must ensure that "BROWARD COUNTY" is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

8.3. If BCHA maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis. County's insurance requirements shall apply to BCHA's self-insurance.

8.4. In the event BCHA contracts with a Subcontractor to provide any of the services for the Project, BCHA shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. BCHA must ensure that all such Subcontractors name "BROWARD COUNTY" as an additional insured and certificate holder under the applicable insurance policies. BCHA shall not permit any Subcontractor to provide services until the insurance requirements of the Subcontractor under this Section are met. If requested by County, BCHA shall furnish evidence of insurance of all such Subcontractors.

8.5. County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 9. FINANCIAL RESPONSIBILITY

9.1. BCHA must have an adequate financial system and internal fiscal controls in accordance with County requirements.

9.2. BCHA shall provide to County annual financial statements prepared in accordance with generally accepted accounting principles and audited by an Independent Certified Public Accountant licensed by the State of Florida. BCHA shall comply with the requirements of 24 CFR Part 200, "Audit Requirements," Chapter 10.550 Rules of the Auditor General, State of Florida, and Statement of Financial Accounting Standards No. 116 and No. 117, and any revisions, to the extent they are applicable. The financial statements shall include a statement of financial position, a statement of activities, and a

statement of cash flows. All SHIP Funds from County should be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statements. Such financial disclosure information and management letters, if any, shall be filed with County within ninety (90) calendar days after the close of BCHA's fiscal year or expiration or earlier termination of this Agreement. BCHA shall be responsible for costs associated with the above-mentioned audit.

9.3. Any late submission of financial statements and management letters required in Section 9.2 above shall result in suspension of any payments due BCHA under the terms of this Agreement, until such time as the financial statements and management letters are received by County and are in compliance with this Article. However, during suspension of any payments as provided in this section, BCHA shall not be excused from continuing to perform the Scope of Services under this Agreement.

ARTICLE 10. SUSPENSION OF PAYMENTS AND REPAYMENT

10.1. In addition to County's right to terminate this Agreement in accordance with Article 11, in the event of any of the following, County may (i) withhold payments, in whole or in part, due to BCHA at the time of the violation, (ii) suspend future payments to BCHA, (iii) and require repayment of SHIP Funds, in whole or in part, until BCHA comes into compliance with this Agreement to the satisfaction of the Contract Administrator:

10.1.1. Ineligible use of SHIP Funds by BCHA or any of its Subcontractors;

10.1.2. Failure to comply with the terms and conditions of this Agreement;

10.1.3. Failure to submit any reports or documents required under this Agreement, including a favorable audit report;

10.1.4. Submittal of incorrect, incomplete, or fraudulent reports in any material aspect, as determined by the Contract Administrator;

10.1.5. Until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved.

10.2. In the event County elects to suspend payment to BCHA pursuant to this Article 10, the Contract Administrator must provide written notice to BCHA specifying the actions that must be taken by BCHA as a condition precedent to resumption of payments by County and specify the date by which Sponsor must take such actions resolve all issues to the satisfaction of the Contract Administrator.

10.3. In the event the Contract Administrator determines BCHA does not, or is not able to, come into compliance with the terms of this Agreement as referenced in this Article 10, County may elect to terminate this Agreement in accordance with Article 11 in addition to any and all other remedies available to County at law or in equity, including, but not limited, repayment of SHIP Funds.

10.4. If BCHA is required to repay County any SHIP Funds pursuant to this article, BCHA must repay such SHIP Funds within thirty (30) days after written notice provided by the Contract Administrator. If not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by BCHA, or reduce BCHA's obligation to repay County by making an administrative offset against any request by BCHA for payment. County, in its sole discretion, may allocate any funds BCHA repays to County pursuant to the terms in this Agreement to other eligible SHIP program projects or other uses by County for other purposes, as allowed by the SHIP Rules and Regulations.

10.5. Any amount withheld under this Article shall not be subject to payment of interest by County.

ARTICLE 11. TERMINATION

11.1. This Agreement is subject to the availability of SHIP program funding from FHFC. In the event FHFC terminates, suspends, discontinues, or substantially reduces County's funds available for the Project under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon BCHA's receipt of notice from County.

11.2. Termination for Cause. This Agreement may be terminated for cause by County, at the discretion of, and through the Contract Administrator, if BCHA is in breach and has not corrected the breach within ten (10) days after receipt of written notice identifying the breach. This Agreement may be terminated for cause by County for reasons, including but not limited to, any of the following:

11.2.1. BCHA's failure to suitably or continuously perform the Scope of Services, Project Budget, or the Project Schedule in a manner calculated to meet or accomplish the objectives in this Agreement or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; or

11.2.2. By the Broward County Administrator ("County Administrator") for fraud, misrepresentation, or material misstatement by BCHA or any of its Subcontractors in the award or performance of this Agreement.

11.3. Termination by the Broward County Administrator. This Agreement may also be terminated by the County Administrator upon any such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect public health, safety, or welfare.

11.4. Termination for Convenience; Other Termination.

- 11.4.1. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to BCHA. BCHA acknowledges that it was received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including the form of County's obligation to provide advance notice to BCHA of such termination in accordance with this section.
- 11.4.2. This Agreement may also be terminated by the Broward County Administrator upon such notice as the County Administrator determines appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, BCHA will be paid for any services properly performed through the termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay BCHA under this Agreement.
- 11.4.3. In the event BCHA is under investigation or charged with any violation of any Applicable Law with respect to and directly related to this Agreement, BCHA's rights and County's obligations under this Agreement shall terminate immediately upon written notice from County. In the event BCHA is ultimately cleared of wrongdoing, and upon receipt of a proper invoice from BCHA, County shall pay Sponsor for any documented and eligible Project expenses to which BCHA would have been entitled to under this Agreement. However, if BCHA is found to have violated any Applicable Law directly related to this Agreement, Sponsor shall be required to repay County all SHIP Funds that have been paid to Sponsor under this Agreement in accordance with Section 10.4

11.5. Notice of termination shall be provided in accordance with Article 12 of this Agreement, except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to BCHA's failure to comply with any term(s) of this Agreement.

ARTICLE 12. NOTICES

Notice and Payment Address. Unless otherwise stated herein, for 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). Payments shall be made to the noticed address for BCHA. Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

For County:

Ralph Stone
Broward County Housing Finance Division
110 NE 3rd Street – Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For BCHA:

Broward County Housing Authority
Attn: Chief Executive Office
4780 North State Road 7
Lauderdale Lakes, Florida 33319
Email address: pjoyce@bchafi.org

ARTICLE 13. MISCELLANEOUS

13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with BCHA to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

13.2. Rights in Document and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by BCHA in connection with the Project, whether finished or unfinished (“Documents and Work”), shall be owned by County, and BCHA hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by BCHA to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to BCHA may be withheld until all Documents and Work are received as provided in this Agreement. BCHA shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

13.3. Public Records. The Parties are both public entities subject to the requirements of Chapter 119, Florida Statutes, or the “Public Records Law.” Each Party

agrees to comply with all applicable requirements of Chapter 119, Florida Statutes, including Section 119.0701, Florida Statutes.

13.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of BCHA and all Subcontractors that are related to this Agreement. BCHA and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, BCHA and all Subcontractors shall make same available in written form at no cost to County. BCHA shall provide County with reasonable access to BCHA's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

BCHA and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and BCHA expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). BCHA hereby grants County the right to conduct such audit or review at BCHA's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. BCHA shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by BCHA, BCHA must make adjustments for the overcharges and repay County in accordance with Section 5.9. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to BCHA.

BCHA shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

13.5. Independent Contractor. BCHA 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. In providing Scope of Services, neither BCHA nor its agents shall act as officers, employees, or agents of County. BCHA shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.6. Third-Party Beneficiaries. Neither BCHA 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.

13.7. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by BCHA without the prior written consent of County. 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. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

13.8. Conflicts. Neither BCHA nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with BCHA's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of BCHA's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or BCHA is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude BCHA or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If BCHA is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, BCHA shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as BCHA.

13.9. 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. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.10. Compliance with Laws. BCHA and the Services must comply with all Applicable Law, including, without limitation, the SHIP Rules and Regulations and the

Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973.

13.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

13.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

13.14. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

13.15. 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.16. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and BCHA.

13.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and

supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

13.18. Payable Interest

13.18.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to BCHA for any reason, whether as prejudgment interest or for any other purpose, and BCHA waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

13.18.2. 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).

13.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

13.20. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13.21. Use of County Name or Logo. BCHA shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

13.22. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, BCHA certifies that it has and will maintain a drug-free workplace program throughout the Term.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the _____ day of _____, 20__, and BROWARD COUNTY HOUSING AUTHORITY, signing by and through its _____ duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

_____ day of _____, 20__

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

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND BROWARD COUNTY HOUSING
AUTHORITY PROVIDING STATE HOUSING INITIATIVES PARTNERSHIP FUNDING
FOR FORECLOSURE PREVENTION ASSISTANCE**

BCHA

Broward County Housing Authority

By: _____
Authorized Signer

Approved as to legal sufficiency by:

Print Name and Title

BCHA Attorney

_____ day of _____, 20____

WITNESS:

Signature

Print Name of Witness above

Signature

Print Name of Witness above

EXHIBIT A – Scope of Services

SHIP Funds – FY 2024 Funding

Overall Project Description for Foreclosure Prevention Assistance:

The Foreclosure Prevention Assistance to be offered by BCHA shall operate within the framework of the BCHA's United States Housing and Urban Development ("HUD") certified Comprehensive Housing Counseling Program as an extension of its current services to assist Eligible Households who are delinquent in their mortgage repayments and who are in imminent default.

New and existing clients will be thoroughly screened for approval and must meet the program guidelines set forth below in addition to the eligibility requirements provided in the State Housing Initiatives Partnership (SHIP) Rules and Regulations.

Deliverables:

BCHA shall provide the SHIP funds awarded under the Agreement to a minimum of twelve (12) Eligible Households in an amount not to exceed \$15,000 per household. The funding shall be in accordance with the Foreclosure Prevention Assistance Strategy provided herein.

The Foreclosure Prevention Assistance strategy provides assistance to Eligible Households who are in default on their mortgages for at least sixty (60) days.

The property must be owner-occupied, and the homeowner must meet the eligibility requirements provided in the SHIP Rules and Regulations.

SHIP funds will be used by BCHA to bring mortgages current, including maintenance payments in foreclosure, special assessments, and other fees including, but not limited to, legal fees, in an effort to avoid a foreclosure action. As part of the application process, the BCHA counseling staff shall review factors contributing to the foreclosure action including, but not limited to, loss of employment, loss of income due to illness, divorce, and the homeowner's ability to demonstrate and be able to make future monthly payments. Additionally, the BCHA counseling staff shall provide documentation to County of its negotiation efforts with the first mortgage lender to cancel foreclosure action.

Income categories to be served: Very-Low, Low, and Moderate

Maximum award per Eligible Household: \$15,000

BCHA shall require each Eligible Household, prior to performance of services, to execute a (i) Mortgage and Promissory Note in favor of County in substantially the forms attached hereto as Exhibit E and (ii) Notice of Right to Cancel in substantially the form attached hereto as Exhibit G.

Terms of loan to an Eligible Household of funds (as evidenced in the Mortgage and Promissory Note):

1. Deferred payment loan
2. Interest rate: 0%
3. Term: 5 years fixed commencing upon execution
4. Forgiveness at the end of the loan term
5. Repayment of the full amount during the term upon the sale, assignment, or any transfer of title to the property, or other conditions included in the loan documents

EXHIBIT B – Project Budget

<u>CATEGORY</u>	<u>SHIP FUNDS</u>	<u>TOTAL</u>
A. Eligible Homeowner Loan (maximum award up to \$15,000 per homeowner)	\$180,000.00	\$180,000.00
B. Service Delivery Costs	\$20,000.00	\$20,000.00
C. Totals	\$200,000.00	\$200,000.00

BUDGET NARRATIVE

A. Eligible Homeowners: Direct client subsidy – a maximum award of \$15,000.00 per Eligible Household.

B. Service Delivery costs: Overall project oversight and implementation of foreclosure prevention assistance as stated in Article 5 of the Agreement.

C. Total: Total SHIP Funds under the Agreement.

Attachment 1 to Exhibit B – Funding Authorization Form

FUNDING AUTHORIZATION No. _____

Homeowner(s): _____

Home Address: _____

Project Title: Foreclosure Prevention Assistance

Project Consultant: Broward County Housing Authority

This Funding Authorization is between Broward County, Florida, a political subdivision of the State of Florida, Broward County Housing Authority (“BCHA”), a public body corporate and politic, and the Homeowner(s) identified on this Funding Authorization, as required pursuant to the Agreement between Broward County and BCHA Providing State Housing Initiatives Partnership Funding for Foreclosure Prevention Assistance executed by Broward County and BCHA on _____, 2023.

Total Loan Amount to be Recorded	BCHA Service Delivery Costs	Total Budget

Broward County

Recommended By: _____ BROWARD COUNTY, through its Contract Administrator

SHIP Administrator _____ Date _____

Division Director _____ Date _____

Homeowner(s)

Homeowner _____ Date _____

Homeowner _____ Date _____

Broward County Housing Authority

_____ BROWARD COUNTY HOUSING AUTHORITY, through its Executive Director

Witness _____ Date _____

Executive Director _____ Date _____

Witness _____ Date _____

Attachment 2 to Exhibit B – Request for Payment Form

REQUEST FOR PAYMENT

Contract Period _____ to _____

1. Project Name:	Foreclosure Prevention Assistance for Homeowner: _____	
2. Organization:	Broward County Housing Authority	
3. Billing Number:		
4. Billing Period Covered:		
5. Percent (%) of Total Contract Funds Expended Through this Billing Period:		
6. Cost Categories	Expenditures this Billing Period	Total Expenditures to Date
Direct Client Subsidy (Loan to Eligible Homeowner)	\$	\$
Service Delivery Costs	\$	\$
Total Expenditures	\$	\$

Total Request for Reimbursement \$ _____

Certification:

I hereby certify on behalf of Broward County Housing Authority that items 1-6 of this Request for Payment Form are correct and just and are based upon obligation(s) of record described in the Agreement between Broward County and Broward County Housing Authority Providing State Housing Initiatives Partnership Funding for Foreclosure Prevention Assistance, including any amendments thereto ("Agreement"); (the work and services are in accordance with the Agreement; and the services under the Agreement are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official

Date

EXHIBIT C- Project Schedule

<u>WORK TASKS</u>	<u>START-UP</u>	<u>TIMETABLE FOR COMPLETION</u>
Market Program through media and/or community organizations including other United States Department of Housing and Urban Development approved Counseling Agencies	Execution of Agreement by both Parties.	March 30, 2025
Conduct screening interviews for new clients. Identify existing clients for assistance. Complete application for eligible clients.	Execution of Agreement by both Parties.	Until funds are depleted.
Counselors to process applications for assistance with recommendations based on counseling sessions. [Application process includes verification of household income]	Execution of Agreement by both Parties.	Until funds are depleted.
Counseling sessions are ongoing to complete corrective action plan and follow-up system.	Execution of Agreement by both Parties.	Until counseling plan completed and/or through June 30, 2025
Submit applications to County for approval.	Execution of Agreement by both Parties.	Until funds are depleted.
Provide Quarterly Progress Reports to County	Beginning of proceeding quarter after execution of Funding Agreement by both Parties	June 30, 2025
Final Invoice to County	N/A	June 30, 2025
Provide close out progress report to County	N/A	June 30, 2025

EXHIBIT D – Form for Quarterly Progress Reports

QUARTERLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B. Project Funding Deliverables

1. Project Cost

	Expenditures last quarter	Expenditures this quarter	Funds expended to date
Direct client subsidy	\$	\$	\$
Service Delivery Costs	\$	\$	\$
Totals	\$	\$	\$

2. Loans to Eligible Households completed to date: _____

3. Anticipated Changes in Staffing:

a. Office Hours: _____

- b. Resignations: _____
- c. Part-time or full-time employees: _____

C. Project Deliverables

1. Brief description of work completed during this quarter (if applicable, including homeowner's name and address and general scope of work performed)

2. Describe Work Tasks (refer to Work Tasks in Exhibit C- Project Schedule) and status of work this quarter:

Work Task (as listed in Exhibit C- Project Schedule)	Status (e.g., completed or ongoing)	Supporting documentation

3. Describe success or problems encountered with the Project:

4. Anticipated problems or concerns with the Project. Please identify technical assistance needed and/or requested from the Housing Finance Division staff:

Exhibit E – Form of Mortgage and Promissory Note

Return recorded document to:
Broward County Housing Finance Division (BCHFD)
110 Northeast 3rd Street, Suite 203
Fort Lauderdale, Florida 33301

Document prepared by:
[Insert preparer's information]

MATURES: [insert maturity date]

MORTGAGE TO SECURE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FINANCING FOR FORECLOSURE PREVENTION ASSISTANCE

This Mortgage to Secure State Housing Initiatives Partnership Program Financing for Foreclosure Prevention Assistance ("Mortgage") is made this [] day of [], 20[], between [], a [], whose address is [] (hereinafter referred to as "Mortgagor"), and Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Mortgagee").

- A. Mortgagee is a recipient of Florida State Housing Initiatives Partnership program funds pursuant to Chapter 420, Part VII, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code (collectively, the "SHIP Rules and Regulations") and has agreed to loan a portion of Mortgagee's SHIP program funds to Mortgagor for purposes of foreclosure prevention assistance for the Property (as defined herein).
- B. Mortgagor is indebted to Mortgagee in the principal sum of [] Dollars (\$[]) ("Loan"), which indebtedness is evidenced by Mortgagee's Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Loan as evidenced in the Note, payable to Mortgagee, and agrees to comply with the terms and conditions of this Mortgage and the Note.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. The Mortgage and Note shall be forgiven at the end of the five (5) year term provided the Mortgagor complies with all the terms of this Mortgage and the Note. Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default (as defined below) has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagee shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a [] mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.

2. **Term of Mortgage.** The term of this Mortgage shall be five (5) years from the date of execution of the Note.
3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.
4. **Insurance.**
 - (a) Mortgagor shall the Property, and any improvements now existing or hereafter erected thereon, insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.
 - (b) The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.
 - (c) All insurance policies required by Mortgagee and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all receipts of paid premiums.
 - (d) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.
 - (e) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
 - (f) If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.
6. **Representations and Warranties.** Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

7. **Primary Resident.** As an inducement for Mortgagee to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.
8. **Care of Property.**
- (a) No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.
 - (b) Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.
9. **Transfer of the Property; Assumption.**
- (a) No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.
 - (b) Mortgagee may, at Mortgagee's option, waive its option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred to reach an agreement in writing that the credit of such person is satisfactory to Mortgagee, that the interest payable, if any, on the sums secured by the Mortgage shall be at such rate as Mortgagee shall request, and that all applicable income and affordability restrictions are met. Mortgagee shall release Mortgagor from the obligations under this Mortgage and the Note only if (i) Mortgagee waives its option to accelerate pursuant to this paragraph, and (ii) Mortgagor's successor in interest has executed a written assumption agreement, in form and substance satisfactory to Mortgagee, pursuant to which the successor in interest acquires all of Mortgagor's obligations under the Mortgage and the Note.
10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagor notice thereof. As used in this section, "Hazardous Substances" are those

substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws.** Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the SHIP Rules and Regulations, as may be amended from time to time.
12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.
13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.
14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.
15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:
 - (a) Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.
 - (b) If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.
 - (c) The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt

secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

- (d) If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.
 - (e) Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgage in writing of the occurrence or existence of any such default.
 - (f) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.
 - (g) Any action prohibited herein.
 - (h) The transfer or lease of the Property to a third party.
 - (i) The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.
16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from provisions, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property.
17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.
18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
19. **Recordation.** This Mortgage and the Note shall be recorded in the Official Records of Broward County, Florida by the Mortgagee at the expense of Mortgagor.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.
21. **Governing Law.** This Mortgage 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 Mortgage 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 Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**
22. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.
23. **Heirs, Successors, and Permitted Assigns; No Oral Modifications.** This Mortgage shall be binding upon and shall extend to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Mortgage is not subject to modification other than by a written document or instrument executed by Mortgagor and Mortgagee.
24. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.
25. **No Waiver; Mortgagor Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.
26. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.
27. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
28. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

**ATTACHMENT A TO MORTGAGE TO SECURE SHIP FINANCING
FOR FORECLOSURE PREVENTION ASSISTANCE**

Legal Description:

Parcel Identification Number:

Street Address:

**STATE HOUSING INITIATIVES
PARTNERSHIP PROGRAM PROMISSORY NOTE**

Broward County SHIP Program Foreclosure Prevention Assistance Forgivable Loan

\$ _____

MATURES: [insert maturity date]

FOR VALUE RECEIVED, the undersigned [_____] a [_____] ("Maker"), whose address is [_____] promises to pay to the order of Broward County, a political subdivision of the State of Florida ("Holder"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of [_____] Dollars (\$[_____] ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Attachment A, attached hereto. This State Housing Initiatives Partnership ("SHIP") Promissory Note ("Note") is secured by a Mortgage to Secure SHIP Program Financing for Foreclosure Prevention Assistance ("Mortgage") of even date herewith, executed in favor of Holder, and recorded simultaneously therewith in the Official Records of Broward County, Florida, encumbering the Property, subject to no exceptions.
2. Holder is a recipient of Florida SHIP program funds pursuant to Chapter 420, Part VII, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code (collectively, the "SHIP Rules and Regulations") for eligibility activities, as set forth in the SHIP Rules and Regulations.
3. The Loan provided under this Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. The Loan shall be forgiven at the end of the five (5) year term, provided the Maker has complied with all the terms of this Note and the Mortgage. Upon the expiration of the term of the Mortgage securing this Note, which date is the fifth (5th) anniversary of the execution of this Note, so long as Maker has complied with all the terms of the Mortgage and this Note, the Mortgage shall be deemed satisfied, upon request of Maker, Holder shall execute a Satisfaction of Mortgage, and the outstanding principal amount of this Note shall be forgiven. If, however, Maker sells or transfers title to the Property used to secure this Note prior to the full term of the Loan or fails to comply with any terms and conditions of the Mortgage or this Note, the outstanding principal amount of this Note shall immediately become due and payable to Holder.
4. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.
5. In the event of a default by Maker of any term or condition of this Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorneys' fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Note.
6. Except for any notice required under applicable law to be given in another manner, all notices under this Note shall be provided as specified in Section 20 of the Mortgage.
7. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any of Holder's rights under this Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.
8. This Note 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 Note 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 Note 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 NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE.**
9. In the event that any provision of this Note is held to be unenforceable under the law, all remaining provisions of this Note shall be binding, valid, and enforceable.

IN WITNESS WHEREOF, MAKER [_____], has executed this Note.

WITNESSES:

MAKER

Sign Name: _____

By: _____

Print Name: _____

(Print or Type Name)

Sign Name: _____

____ day of _____, 20__

By: _____

Print Name: _____

(Print or Type Name)

____ day of _____, 20__

State of Florida
County of Broward

)
) SS
)

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

Print Name: _____

Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

ATTACHMENT A TO SHIP PROMISSORY NOTE

Legal Description:

Parcel Identification Number:

Street Address: