



**AGREEMENT BETWEEN BROWARD COUNTY AND  
\_\_\_\_\_ FOR TRANSFER, DEVELOPMENT, AND USE OF 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 \_\_\_\_\_, a Florida not for profit corporation whose address is \_\_\_\_\_ ("Nonprofit") (each a "Party" and collectively referred to as the "Parties").

- A. County owns each of the four (4) properties listed below (each a "Property" and collectively referred to as the "Properties"):
- (1) \_\_\_\_\_.
- (2) \_\_\_\_\_.
- (3) \_\_\_\_\_.
- (4) \_\_\_\_\_.
- B. Pursuant to Resolution 2024-086, as amended by Resolution 2024-364, the Board, as defined herein, 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, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Code** means the Broward County Code of Ordinances.
- 1.4. **Completion Date** means the date construction work for a respective Property is completed; final inspections (including building inspection) have been completed

and documented; all required documents have been completed and submitted to County; and all invoices for payment have been submitted to County.

- 1.5. **Contract Administrator** means the Director of the Broward County Housing Finance Division (“Director”) or such other person designated by the Director in writing.
- 1.6. **Governmental Authority** means (a) any federal, state, or local government or any provincial, departmental, or other political subdivision thereof, (b) any entity, body, or authority exercising executive, legislative, judicial, regulatory, administrative, or other governmental functions, or (c) any court, department, commission, board, bureau, agency, instrumentality, or administrative body of any of the foregoing.
- 1.7. **Higher Income Eligible Household** means one or more natural persons or a family whose total annual adjusted gross household income does not exceed one hundred forty percent (140%) of the Area Median Income (“AMI”) for Broward County, adjusted for family size.
- 1.8. **Lower Income Eligible Household** means one or more natural persons or a family whose total annual adjusted gross household income does not exceed eighty percent (80%) of the Area Median Income (“AMI”) for Broward County, adjusted for family size.
- 1.9. **Residence** means the single-family home that is to be constructed by Nonprofit in each Property, and that meets all the specifications of Article 5.
- 1.10. **Subcontractor** means an entity or individual, including subconsultants, providing work required of Nonprofit under this Agreement, regardless of tier.
- 1.11. **Substantially Complete** means County has determined that construction of a Residence is sufficiently complete so that a purchaser can occupy or utilize the respective Property for its intended use, as evidenced by the issuance of a certificate of occupancy or equivalent (as determined by Contract Administrator), issued by the appropriate Governmental Authority.
- 1.12. **Transfer Date** means the respective dates of the quit claim deeds transferring the Properties from County to Nonprofit.

2. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	<b>Request for Payment</b>
<b>Exhibit B</b>	<b>Minimum Insurance Coverages</b>

3. Term and Time of Performance. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues through September 30, 2026 (“Term”), unless otherwise terminated or extended as provided in this Agreement. Nonprofit may submit a written request for an extension of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension of this Agreement, the Parties shall enter into an amendment as provided in Section 36.

4. Time of the Essence. Time is of the essence for Nonprofit’s performance of the duties, obligations, and responsibilities required by this Agreement.

5. 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:

- 5.1. Size and design. On each of the Properties, Nonprofit shall construct a Residence that is no smaller than fifteen hundred (1,500) square feet under air conditioning, exclusive of the garage referenced in Section 5.2 below. Each Residence shall, at a minimum, have three (3) bedrooms and two (2) bathrooms, a rear door, and a six-foot-high PVC fence around the side and rear yards (as permitted by building codes and Applicable Law). Homes built on contiguous lots shall have differing architectural features.
- 5.2. Two-Car Garage. In addition to the 1,500 square feet of living space, each Residence shall include a two-car enclosed garage.
- 5.3. Permitting and Construction Deadlines. Nonprofit shall (i) complete the permitting process for the Residences within six (6) months after the Transfer Date, and (ii) Substantially Complete the Residences within eighteen (18) months after the Transfer Date (“Substantial Completion Date”). Notwithstanding the foregoing, the Substantial Completion Date shall be automatically extended by one (1) month if, at any point between the Transfer Date and the initial Substantial Completion Date, Broward County, Florida is placed under a Tropical Storm and/or Hurricane Warning, as defined and issued by the National Hurricane Center. For

clarity, if multiple warnings are issued for the same tropical storm or hurricane, only one (1) extension shall be granted for that tropical storm or hurricane.

- 5.4. Eligibility Requirements. The Properties shall only be used for the purpose of constructing and operating the Project, and are to be constructed and occupied subject to the following restrictions:

5.4.1. Area Median Income Restrictions:

5.4.1.1. Two (2) of the Properties shall each be purchased and occupied by a Higher Income Eligible Household.

5.4.1.2. The remaining Properties shall each be purchased and occupied by a Lower Income Eligible Household.

5.4.1.3. On or before the date title for a Property is transferred from Nonprofit to a purchaser, Nonprofit, along with the County Administrator or their written designee, shall execute a written certification that designates the income restriction in compliance with the criteria set forth in this Section that shall apply to that Property ("AMI Designation"). The written certification shall be recorded contemporaneously with the deed transferring title to the respective purchases of each Property and the AMI Designation established thereby shall be effective for a period of fifteen (15) years after the date of the transfer of title from Nonprofit to the respective purchaser ("Land Use Restrictive Period").

5.4.2. The purchaser of each Property shall have monthly mortgage payments, including mortgage principal and interest, property taxes, and property insurance, including flood insurance, if applicable, that do not exceed thirty-eight percent (38%) of the purchaser's monthly adjusted gross income.

5.4.3. Excluding government subsidies, the down payment, if any, for the purchase of each Property shall not exceed twenty percent (20%) of the purchase price.

5.4.4. For the duration of the Land Use Restrictive Period, any subsequent purchaser of a Property shall be required to meet criteria (5.4.1), (5.4.2), and (5.4.3) above.

5.4.5. For the duration of the Land Use Restrictive Period, prior to transfer of title of a Property, the purchaser of the Property shall provide to County a written certification that the above criteria have been satisfied.

5.4.6. 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.

5.4.7. For the purposes of this provision, the term “purchaser” means the one or more natural persons who acquire a Property by sale, inheritance, court order, or other legal method of transfer or acquisition.

The obligations under this Section 5.4 shall be in effect during the Land Use Restrictive Period and shall survive the expiration or termination of this Agreement.

6. Code Compliance. The design and construction of each Residence shall be in compliance with all Applicable Law, including the Florida Building Code and any local amendments thereto.

7. 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 7.

8. Conditions and Reverter Clauses. Nonprofit and any subsequent purchaser's right to maintain ownership and possession of the Properties are subject to the conditions and reverter clauses set forth in the quit claim deeds transferring the Properties to Nonprofit, including, but not limited to, Nonprofit's obligation to construct the Residences in strict accordance with the terms of this Agreement.

9. Funding.

9.1. Home Purchase Assistance. County may provide home purchase assistance to the purchaser of each Residence in an amount up to Eighty Thousand Dollars (\$80,000) per Residence, 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.

9.2. Predevelopment Assistance.

9.2.1. County will provide to Nonprofit an in-kind contribution in the form of fill to address floor elevation standards for each Property, which has the estimated value of \$12,500 per Property. The fill provided by County is to be sourced from the Broward County Public Works Department.

9.2.2. County will provide to Nonprofit up to One Hundred and Eighty Thousand Dollars (\$180,000) in predevelopment cost reimbursement, subject to Nonprofit's compliance with this Agreement. Reimbursement of predevelopment costs is contingent upon County's receipt of a written request for payment, together with any supporting documentation requested by County, in compliance with Section 10. Eligible predevelopment costs (hereinafter referred to as "Predevelopment Costs") include:

9.2.2.1. Profession fees (engineering, architectural, surveying and consulting costs);

9.2.2.2. Infrastructure expenses typically paid by the Nonprofit, including, but not limited to, tree removal, fill, streets, roadways, parking areas, sidewalks, pathways, walkways, storm-drainage systems, sanitary sewer systems, water supply systems, water mains, connections, hydrants, meters, utilities and utility easements for telephone, cable, electric lines and rights-of-way, and street lighting (infrastructure expenses must be directly related to the subject Property); and

9.2.2.3. Payment of all soft costs associated with the development including, but not limited to, preliminary and final plan review, engineering service charges, recording fees, site plan review fees, minor review fees, surface water license, permit to construct in right-of-way, sewer and water installation fee, sewer and water plan review, wastewater license, building permits, road construction agreement review, traffic study/action plan review, environmental impact review, surface water permit, land use amendment review, septic tank permit and well permit, payment

of school, road, park, police, fire and water and sewer impact fees.

10. Method of Billing and Payment.

10.1. If Nonprofit is in compliance with this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse Nonprofit for Predevelopment Costs expended as set forth in Section 9.2, unless a suspension of payment as provided for in Section 10.7 of this Agreement has occurred. At no time shall County distribute predevelopment funds to Nonprofit if Nonprofit is not in compliance with the terms of this Agreement or for any predevelopment costs sought to be reimbursed by Nonprofit that are not eligible for reimbursement under Section 9.2.

10.2. Nonprofit shall invoice County monthly, if Predevelopment Costs have been incurred, by furnishing to County a request for payment for each Property, utilizing the form provided in Exhibit A or such other form as may be provided to Nonprofit by County, in County's discretion, and any such pertinent documentation requested by County, together with the following supporting documentation:

10.2.1. Documentation of costs associated with any Nonprofit personnel providing any services for the Property, if applicable;

10.2.2. An executed copy of each Subcontractor contract authorizing work, services, or activities to be performed for the Property, if applicable and not previously submitted to County;

10.2.3. A certified copy of the purchase order or other Nonprofit document authorizing the work, services, activities, or materials for which Nonprofit is invoicing;

10.2.4. A copy of all Subcontractor invoices for services rendered for the Property, indicating the work, services, or activities rendered or materials purchased

and the dates for same, certified by Nonprofit's engineer, architect, or administrator or manager of the project, as applicable;

10.2.5. A certification from Nonprofit's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed; and

10.2.6. A final and complete Biannual Progress Report, utilizing the form provided to Nonprofit by County, in County's discretion (to be completed following Nonprofit's submittal of the final invoice for reimbursement of Predevelopment Costs made during the Term).

10.3. Following receipt of invoices and supporting documentation, as requested by County, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to Nonprofit if Nonprofit fails to provide any of the documentation required by County. Upon determination by County that the items invoiced have been received or completed, County shall make payment to Nonprofit the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted, if any, shall be made in accordance with Section 112.061, Florida Statutes.

10.4. Nonprofit shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the Completion Date or earlier termination of this Agreement.

10.5. County shall pay Nonprofit within thirty (30) calendar days after receipt of Nonprofit's Request for Payment for reimbursement of Predevelopment Costs in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to Nonprofit's address in accordance with Article 26, unless otherwise requested by Nonprofit in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of Nonprofit to comply with a term, condition, or requirement of this Agreement.

10.6. All County funding for Predevelopment Costs not expended within the Term shall remain in the custody and control of County.



10.7. County may suspend payment under this Agreement for any of the following events:

10.7.1. Nonprofit's failure to comply with any of the terms of this Agreement;

10.7.2. Nonprofit's failure to timely submit reports to County as required by this Agreement; or

10.7.3. Nonprofit's submittal of incorrect or incomplete reports to County in any material respect.

If County elects to suspend payment to Nonprofit under this section, on or prior to the date the County suspends payment, County shall specify in writing the actions that must be taken by Nonprofit as a condition precedent to resumption of payments and a deadline for compliance.

11. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Nonprofit's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

12. Covenants.

12.1. Monitoring. Nonprofit shall submit to County a biannual progress report ("Biannual Progress Report") containing: (i) a summary of all work completed on the Properties and the Residences in the past ninety (90) days; (ii) a summary of all work to be complete on the Properties and the Residences in the upcoming ninety (90) days; and (iii) an updated Microsoft Project Timeline Gantt Chart (or equivalent), in a form acceptable to the County on the first business day of each calendar year and the first business day of each July.

12.2. Taxes. Nonprofit shall pay all sales, consumer, use, and similar taxes applicable to the ownership of the Properties and construction of the Residences. On or before January of the year immediately following the County's transfer of the Properties, Nonprofit shall deliver to the Broward County Property Appraiser ("BCPA") a completed DR-504, Ad Valorem Tax Exemption Application and Return, for each of the Properties ("Tax Exemption Forms"), and provide copies to the Broward County Housing Finance Division. If for any reason the Tax Exemption Forms are

not accepted by BCPA, Nonprofit shall take reasonable steps to maintain the tax-exempt status of the Properties for so long as the Properties are owned by Nonprofit.

- 12.3. 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.

13. Representations and Warranties.

- 13.1. 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.
- 13.2. Solicitation Representations. Nonprofit represents and warrants that all statements and representations made in Nonprofit's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Nonprofit executes this Agreement, unless otherwise expressly disclosed in writing by Nonprofit.
- 13.3. Contingency Fee. Nonprofit represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Nonprofit, to solicit or secure this Agreement, and 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.
- 13.4. 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 statute. 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.

- 13.5. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. 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 Sections 215.473 or 215.4725, Florida Statutes. Nonprofit represents and certifies that it is not, and for the duration of the term of this Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Nonprofit represents that it is, and for the duration of the term of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.
- 13.6. 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.
- 13.7. Verification of Employment Eligibility. Nonprofit represents that Nonprofit and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Nonprofit violates this section, County may immediately terminate this Agreement for cause and Nonprofit shall be liable for all costs incurred by County due to the termination.
- 13.8. Warranty of Performance. Nonprofit represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all services in connection with this Agreement (“Services”) and that each person and entity that will provide Services is duly qualified to perform such

Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Nonprofit represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

- 13.9. Prohibited Telecommunications Equipment. Nonprofit represents and certifies that Nonprofit and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.
- 13.10. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Nonprofit represents and certifies that Nonprofit will comply with Section 26-125(d) of the Code for the duration of the Term.
- 13.11. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Nonprofit hereby attests under penalty of perjury as follows: Nonprofit is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Nonprofit; and the undersigned authorized representative of Nonprofit declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.
- 13.12. Breach of Representations. Nonprofit acknowledges that County is materially relying on the representations, warranties, and certifications of Nonprofit 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) recovery of sums paid to Nonprofit under this Agreement; (c) termination of this Agreement without any further liability to Nonprofit; (d) set off from any amounts due Nonprofit the full amount of any damage incurred; and (e) debarment of Nonprofit.

14. Indemnification. Nonprofit shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Nonprofit, or any intentional, reckless, or negligent act or omission of Nonprofit, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Nonprofit shall, upon written notice from County, defend each Indemnified Party with 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 Contract Administrator and the County Attorney, any sums due to 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..

15. Insurance.

- 15.1. Throughout the Term, Nonprofit shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit B 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.
- 15.2. Nonprofit shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit B on all policies required under this article.
- 15.3. On or before the Effective Date, or at least fifteen (15) days prior to commencement of services on the Properties under this Agreement, as may be requested by County, 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.
- 15.4. Nonprofit shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Nonprofit has been completed, as determined

by the Contract Administrator. 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).

- 15.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.
- 15.6. If Nonprofit maintains broader coverage or higher limits than the insurance requirements stated in Exhibit B, Nonprofit shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Nonprofit.
- 15.7. Nonprofit shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of services on the Properties under this Agreement. 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. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Nonprofit shall obtain same in endorsements to the required policies.
- 15.8. Unless prohibited by the applicable policy, Nonprofit waives any right to subrogation that any of Nonprofit's insurers may acquire against County, and shall obtain same in an endorsement of Nonprofit's insurance policies.
- 15.9. 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. Nonprofit shall not

permit any Subcontractor to provide services unless and until all applicable requirements of this article are satisfied.

15.10. 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. If requested by County, Nonprofit shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

15.11. 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 B, 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 B.

16. Termination.

16.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. If the nature of the breach cannot be reasonably cured within such ten (10) day period, then, this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within a reasonable period of time not to exceed thirty (30) days. This Agreement may be terminated for cause by County for reasons including, but not limited to Nonprofit's (a) failure to suitably or continuously perform the services under this Agreement in a manner calculated to meet or accomplish the objectives in this Agreement, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly,

or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 16.2 effective thirty (30) days after such notice was provided and Nonprofit shall be eligible for the compensation provided in Section 16.2 and 16.3 as its sole remedy.

- 16.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Nonprofit. Nonprofit acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Nonprofit of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 16.3. If this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse Nonprofit upon receipt of a request for payment, utilizing the form provided by County, for documented and committed Predevelopment Costs, in accordance with the terms of this Agreement, incurred by Nonprofit prior to the date either Party provides written notice of termination to the other Party. For purposes of this Agreement, a documented and committed Predevelopment Cost means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by Nonprofit or its Subcontractor on Nonprofit's behalf, for predevelopment activities under this Agreement. Notwithstanding the above, Nonprofit shall not expend, or commit to expend, any funds for Predevelopment Costs under this Agreement after either Party provides written notice of termination to the other Party. County shall not be required to reimburse Nonprofit for any or all of funds requested by Nonprofit where County has determined that Nonprofit failed to complete the construction of the Residences in a manner complying with this Agreement.
- 16.4. Notice of termination shall be provided in accordance with the "Notice and Payment Address" section 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.
- 16.5. 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 Nonprofit's failure to comply with any term(s) of this Agreement.



17. Equal Employment Opportunity.

17.1. Nonprofit and its Subcontractors shall not 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 all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

17.2. There are no County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") goals or requirements set for this Agreement, however, Nonprofit is encouraged to utilize CBE or SBE firms whenever possible as contractors pursuant to this Agreement.

18. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Nonprofit to manage and supervise the performance of this Agreement. Nonprofit acknowledges that the Contract Administrator has the authority to make changes that would increase, decrease, or otherwise modify the scope of services for each Property and Residence so long as the changes are consistent with the requirements of this Agreement, and, unless authorized by the Board, there is no increase in the total compensation of Nonprofit as set forth in Article 9 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 non-material modifications to the scope of services that do not increase the total cost to County or waive any rights of County.

19. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Nonprofit in connection with performing services under this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Nonprofit 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 the County and shall be delivered by Nonprofit to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Nonprofit may be withheld until all Documents and Work are received as provided in this Agreement. Nonprofit shall ensure that the requirements of this section are included in all Nonprofit's agreements with Subcontractor(s).

20. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of

Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Nonprofit is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Nonprofit shall:

- 20.1. Keep and maintain public records required by County to perform the Services;
- 20.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- 20.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
- 20.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Nonprofit or keep and maintain public records required by County to perform the Services. If Nonprofit transfers the records to County, Nonprofit shall destroy any duplicate public records that are exempt or confidential and exempt. If Nonprofit keeps and maintains the public records, Nonprofit shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Nonprofit receives a request for public records regarding this Agreement or the Services, Nonprofit must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Nonprofit must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Nonprofit contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Nonprofit asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Nonprofit must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Nonprofit must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Nonprofit as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Nonprofit, or the claimed exemption is

waived. Any failure by Nonprofit to strictly comply with the requirements of this section shall constitute Nonprofit's waiver of County's obligation to treat the records as Restricted Material. Nonprofit must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

**IF NONPROFIT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NONPROFIT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4910, IDIAZ@BROWARD.ORG, 110 N.E. 3RD STREET, FORT LAUDERDALE, FLORIDA 33301**

21. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Nonprofit and all Subcontractors that are related to this Agreement. Nonprofit 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, Nonprofit and all Subcontractors shall make same available in written form at no cost to County. Nonprofit shall provide County with reasonable access to Nonprofit's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Nonprofit 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 Nonprofit 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). Nonprofit hereby grants County the right to conduct such audit or review at Nonprofit's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Nonprofit 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 Nonprofit in excess of five percent (5%) of the total contract billings reviewed by County, Nonprofit shall make adjustments for the overcharges and pay the reasonable cost of County's audit. 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 Nonprofit.

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

22. 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. In providing services, 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.

23. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

24. 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.

25. Third Party Beneficiaries. Neither Nonprofit nor County intends to primarily or directly 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.

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

FOR COUNTY:

Broward County Housing Finance Division  
Attn: Ralph Stone, Director  
110 NE 3<sup>rd</sup> Street, Third Floor  
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  
Email: mcepero@broward.org

FOR NONPROFIT:

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
Email address: \_\_\_\_\_

27. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by the Contract Administrator. Except for approved subcontracting, 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. 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.

28. Conflicts. Neither Nonprofit nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Nonprofit's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Nonprofit's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Nonprofit 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 Nonprofit 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 Nonprofit is permitted pursuant to this Agreement to utilize Subcontractors, Nonprofit shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Nonprofit.

29. 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.

30. Compliance with Laws. Nonprofit and the services provided under this Agreement must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

31. 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.

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

33. 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.

34. 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.

35. 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.**

36. 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 Nonprofit. The County Administrator is hereby authorized to execute amendments that extend the Term of the Agreement, or that change the Project, so long as the Project, as amended, comply with the requirements of Section 5.

37. 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.

38. Payable Interest.

38.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Nonprofit for any reason, whether as prejudgment interest or for any other purpose, and Nonprofit 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.

38.2. 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).

39. 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.

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

41. Use of County Name or Logo. Nonprofit shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.
42. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Nonprofit certifies that it has and will maintain a drug-free workplace program throughout the Term.
43. Living Wage Requirement. If Nonprofit is a "covered employer" within the meaning of the "Broward County Living Wage Ordinance," Sections 26-100 through 26-105 of the Code, Nonprofit shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Contractor shall ensure all Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.
44. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Nonprofit, Nonprofit hereby attests under penalty of perjury that Nonprofit does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Nonprofit declares that they have read the foregoing statement and that the facts stated in it are true.

**[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 the County Administrator, authorized to execute same by Board action on the 7th day of March 2024 (Agenda Item No. 20), 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 \_\_\_\_\_, 20\_\_

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

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

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

By: \_\_\_\_\_  
Karina D. Rodrigues (Date)  
Assistant County Attorney

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

KDR/sr  
Habitat Agreement (Infill Lots Transfer)  
2/18/2025  
iManage#1150333v1

**AGREEMENT BETWEEN BROWARD COUNTY AND \_\_\_\_\_ FOR TRANSFER,  
DEVELOPMENT, AND USE OF COUNTY-OWNED LOTS FOR AFFORDABLE HOUSING**

NONPROFIT

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
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

### Request for Payment

<b>1. Project Name:</b>			
<b>2. Organization:</b>		<b>Telephone Number:</b>	
<b>3. Billing Number:</b>			
<b>4. Billing Period Covered:</b>			
<b>5. % of Total Contract, Expended through this Billing:</b>			
<b>6. Predevelopment Cost Categories</b>	<b>Total Expenditures Up to Last Billing</b>	<b>Expenditures This Billing</b>	<b>Total Expenditures To Date</b>
<b>A. Predevelopment Costs</b>			
<b>Profession Fees</b>			
<b>Infrastructure Expenses</b>			
<b>Soft Costs</b>			
<b>Total Expenditures</b>			
<b>Balance</b>			

[illegible]

**Total Request for Reimbursement \$** \_\_\_\_\_

## 8. Certification:

**I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.**

**Signature and Title of Authorized Official**

Date \_\_\_\_\_

## EXHIBIT B

### Minimum Insurance Coverages

#### MINIMUM INSURANCE REQUIREMENTS

Project: Transfer, Development, and Use of County-Owned Lots for Affordable Housing  
Agency: Housing Finance Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000 \$2,000,000	
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremens &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$500,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> Including all engineering, surveying and design professionals.	N/A		Each Claim: *Maximum Deductible:	\$1,000,000 \$100,000	
<input checked="" type="checkbox"/> <b>BUILDERS RISK / PROPERTY COVERAGE</b> <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10,000	Completed Value
<b>Description of Operations:</b> Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

#### CERTIFICATE HOLDER:

Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Digitally signed by  
COLLEEN A.  
POUNALL  
Date: 2024.08.19  
13:55:34 -04'00'  
Risk Management Division