

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN COUNTY-
3 OWNED PARCELS OF REAL PROPERTY TO EACH OF THE FOLLOWING THREE (3)
4 NONPROFIT AGENCIES: 1) HABITAT FOR HUMANITY OF BROWARD, INC.;
5 2) BROWARD COUNTY MINORITY BUILDERS COALITION, INC.; AND 3) CENTRAL
6 COUNTY COMMUNITY DEVELOPMENT CORPORATION, PURSUANT TO
7 SECTION 125.38, FLORIDA STATUTES, FOR THE PURPOSE OF CONSTRUCTING
8 AFFORDABLE INFILL HOUSING; AUTHORIZING THE COUNTY ADMINISTRATOR TO
9 EXECUTE REQUIRED DOCUMENTS FOR SUCH CONVEYANCES; AUTHORIZING
10 THE BROWARD COUNTY REAL PROPERTY AND REAL ESTATE DEVELOPMENT
11 DIRECTOR TO EXECUTE AND PROCESS NORMAL AND CUSTOMARY CLOSING
12 DOCUMENTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

13

14 WHEREAS, Broward County (the "County") is the owner of twelve (12) parcels of
15 real property located within the Broward Municipal Services District, as more particularly
16 described in the legal descriptions attached hereto and made a part hereof as
17 Attachment C ("Properties");

18 WHEREAS, pursuant to Section 125.38, Florida Statutes, "if...any...corporation or
19 other organization not for profit which may be organized for the purposes of promoting
20 community interest and welfare, should desire any real or personal property that may be
21 owned by any county of this state or by its board of county commissioners, for public or

22 community interest and welfare, then the...corporation or organization may apply to the
23 board of county commissioners for a conveyance...of such property. Such board, if
24 satisfied that such property is required for such use and is not needed for county
25 purposes, may thereupon convey or lease the same at private sale to the applicant for
26 such price, whether nominal or otherwise, as such board may fix, regardless of the actual
27 value of such property. The fact of such application being made, the purpose for which
28 such property is to be used, and the price...therefor shall be set out in a resolution duly
29 adopted by such board...No advertisement shall be required”;

30 WHEREAS, in response to a request for applications from the Broward County
31 Housing Finance Division, three (3) Florida nonprofit agencies, 1) Habitat for Humanity of
32 Broward, Inc.; 2) Broward County Minority Builders Coalition, Inc.; and 3) Central County
33 Community Development Corporation (collectively, the “Nonprofits”), requested that the
34 County convey to them the Properties, to be used for affordable housing, in accordance
35 with terms in the Agreement between Broward County and Nonprofit for Transfer,
36 Development, and Use of County-Owned Lots for Affordable Housing (“Agreement”),
37 attached hereto and made a part hereof as Attachment B (“Stated Purpose”);

38 WHEREAS, the Board of County Commissioners of Broward County, Florida
39 (the “Board”), finds that (1) the Properties are not needed for County purposes, and
40 (2) the Properties are required by the Nonprofits for the Stated Purpose; and

41 WHEREAS, the Board wishes to convey the Properties to the Nonprofits on the
42 terms provided herein, NOW, THEREFORE,

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

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

47 Section 2. The Board finds that the Stated Purpose promotes the public or
48 community interest and welfare.

49 Section 3. Pursuant to Section 125.38, Florida Statutes, the Board authorizes
50 the conveyance of four (4) of the Properties as identified in Attachment C to each of the
51 Nonprofits for the amount of ten dollars (\$10.00) per Property, subject to the execution by
52 each Nonprofit of the Agreement.

53 Section 4. The County Administrator is authorized to execute quitclaim deeds,
54 substantially in the form of Attachment A, conveying the Properties to the Nonprofits, the
55 Agreement, substantially in the form of attached Attachment B, and such other related
56 documents needed to convey the Properties to the Nonprofits. The County Administrator
57 is authorized to modify the referenced forms as she determines is required to protect the
58 County's interests. No form or other document shall be executed by the County
59 Administrator unless that form or document has been approved as to legal sufficiency by
60 the Office of the County Attorney.

61 Section 5. The Broward County Real Property and Real Estate Development
62 Director is authorized to execute and process normal and customary closing documents
63 needed to convey the Properties to the Nonprofits.

64 Section 6. Severability.

65 If any portion of this Resolution is determined by any court to be invalid, the invalid
66 portion will be stricken, and such striking will not affect the validity of the remainder of this
67 Resolution. If any court determines that this Resolution, in whole or in part, cannot be

68 legally applied to any individual, group, entity, property, or circumstance, such
69 determination will not affect the applicability of this Resolution to any other individual,
70 group, entity, property, or circumstance.

71 Section 7. Effective Date.

72 This Resolution is effective upon adoption.

ADOPTED this _____ day of _____, 2024. **PROPOSED**

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

By: /s/ Karina D. Rodrigues 02/02/2024
Karina D. Rodrigues (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 02/02/2024
Annika E. Ashton (date)
Deputy County Attorney

Return signed document to:
Broward County Real Property
and Real Estate Development Division
115 S. Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

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

Property Appraiser Tax Folio Number: _____

QUITCLAIM DEED

(Pursuant to Section 125.411, Florida Statutes)

THIS QUITCLAIM DEED ("Deed") is made this ____ day of _____, 20____, by BROWARD COUNTY, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida, 33301, and _____, a Florida nonprofit corporation ("Grantee"), whose address is _____.

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

W I T N E S S E T H:

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

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

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

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING REVERTER CLAUSE:

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 202_

(Signature)

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

(Print Name of Witness)

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

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

STATE OF FLORIDA
COUNTY OF _____

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

Print Name: _____
Notary Public
Commission Number: _____
Commission Expires: _____

REF: Approved BCC _____ Item No: _____
Return to BC Real Property and Real Estate Development Division

EXHIBIT A to the Deed
PROPERTY DESCRIPTION

Legal Description:

EXHIBIT B to the Deed

DECLARATION OF RESTRICTIVE COVENANTS

(Property Appraiser Tax Folio Number: _____)

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

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

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

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

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

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

- (1) One or more natural persons or a family that is at or below [eighty percent (80%)] [one hundred forty percent (140%)] of the Area Median Income (“AMI”) for Broward County, adjusted for family size. For the purposes of this requirement, AMI is understood to mean the dollar amount where half the population earns less and half earns more.
 - (2) The purchaser of the Property shall have monthly mortgage payments, including taxes, insurance, and utilities, that do not exceed thirty-five percent (35%) of the purchaser's monthly adjusted gross income.
 - (3) Excluding government subsidies, the down payment, if any, for the purchase of the Property does not exceed twenty percent (20%) of the purchase price.
 - (4) For a term of at least fifteen (15) years after the Effective Date of this Declaration, any subsequent purchaser of the Property shall be required to meet criteria (1), (2), and (3) above.
 - (5) For a term of at least fifteen (15) years after the Effective Date of this Declaration, prior to any transfer of title or closing on a purchase of the Property, each purchaser of the Property shall provide to County a written certification that the above criteria have been satisfied.
 - (6) For the purposes of this provision, the term “adjusted for family size” means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four (4) people, or higher for households with more than four (4) people, based upon a formula as established by the United States Department of Housing and Urban Development.
- (c) Maintenance of Property. Owner agrees to maintain the Property and the exterior of the residence built thereon in good repair, including, but not limited to, painting, landscaping, and lawn maintenance, as necessary. Owner shall maintain the Property and the residence built thereon in accordance with all applicable laws, regulations, and ordinances. If any action or proceeding is commenced which materially affects County’s interests in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements, or proceedings involving a bankruptcy, County, at County’s option and upon notice to Owner, may make such appearances and take such action as is necessary to protect County’s interests.

3. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the Property (collectively "covenants and restrictions") for a period of fifteen (15) years following the date of recordation of this Declaration by the Owner. For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and the County shall be the dominant tenement. These covenants and restrictions shall be binding on all persons and entities acquiring title to or use of the Property, or any portion thereof, and all persons and entities claiming under them, until that date which occurs fifteen (15) years following the Effective Date ("Termination Date").
4. When used herein, the term "County" shall mean Broward County, Florida, its successors and assigns. The term "Owner" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein, the terms "Owner" and "County" shall include their heirs, personal representatives, successors, agents, and assigns.
5. County is the beneficiary of these covenants and restrictions, and, as such, County may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction against any person or persons, entity, or entities, violating or attempting to violate the terms of these covenants and restrictions.
6. Any failure of County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. No waiver, modification, or termination of this instrument shall be effective unless contained in a written document executed by County. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition, or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition, or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.
7. This Declaration shall be recorded by the Owner in the Official Records of Broward County, Florida, and shall become effective upon recordation.

[The Remainder of this Page Is Intentionally Left Blank]

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

OWNER

By: _____

Title: _____

Dated: _____ day of _____, 20__

STATE OF FLORIDA

COUNTY OF _____

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

Print Name: _____
Notary Public
Commission Number: _____
Commission Expires: _____

EXHIBIT B-1
PROPERTY DESCRIPTION

Legal Description:

**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 nonprofit 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 (“Properties”):

- (1)
- (2)
- (3)
- (4)

B. Pursuant to Resolution 2024-____, the Broward County Board of County Commissioners (“Board”) authorized the transfer of the Properties to Nonprofit for the construction and development of affordable housing.

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

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

- 1. Recitals. The above recitals are true and correct and incorporated herein by reference.
- 2. Effective Date. This Agreement shall become effective on the date it is fully executed by the Parties (“Effective Date”).
- 3. Requirements. In consideration of the conveyance of the Properties, Nonprofit shall construct and develop on the Properties affordable, single-family homes in accordance with the following standards, which may be above the minimum standards required by applicable building and zoning codes:
 - 3.1 Size and design. On each of the Properties, Nonprofit shall construct a single-family residence that is no smaller than fifteen hundred (1,500) square feet under air conditioning, exclusive of the garage referenced in Section 3.2 below (“Residence”). Each Residence shall, at a minimum,

have three (3) bedrooms and two (2) bathrooms, 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.

- 3.2 Two-Car Garage. In addition to the 1,500 square feet of living space, each Residence shall include a two-car enclosed garage.
- 3.3 Permitting and Construction Deadlines. Nonprofit shall complete the permitting process for the Residences within six (6) months after the dates of the quit claim deeds (“Deeds”) transferring the Properties to Nonprofit (“Transfer Date”), and Nonprofit shall construct the Residences and have them ready for occupancy within twelve (12) months after the completion of permitting. Nonprofit shall cause to be recorded a Certificate of Completion for each of the Residences on or before the date that is eighteen (18) months after the Transfer Date (“Completion Date”). Notwithstanding the foregoing, the Completion Date shall be automatically extended by one (1) month if Broward County, Florida is placed under a Tropical Storm and/or Hurricane Warning by the National Hurricane Center at any point between the Transfer Date and the initial Completion Date.
- 3.4 Eligibility Requirements. Nonprofit shall ensure that the Residences are purchased and occupied solely by persons who, at the time of purchase, meet the criteria and comply with the requirements specified in subparagraphs (1) through (6), below. “Purchased” shall be defined to mean by sale, inheritance, court order, or other legal method of transfer or acquisition.

(1) One of the Residences shall be purchased and occupied by 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. The remaining Residences shall be purchased and occupied by one or more natural persons or a family whose total annual adjusted gross household income does not exceed eighty percent (80%) of the AMI for Broward County, adjusted for family size. For the purposes of this requirement, AMI is understood to mean the dollar amount where half the population earns less and half earns more.

(2) The purchaser of each Residence shall have monthly mortgage payments, including taxes, insurance, and utilities, that do not exceed thirty-five percent (35%) of the purchaser's monthly adjusted gross income.

(3) Excluding government subsidies, the down payment, if any, for the purchase of each Residence does not exceed twenty percent (20%) of the purchase price.

(4) For a term of at least fifteen (15) years after the effective date of that certain declaration of restrictive covenants to be executed upon conveyance of the Properties by Nonprofit in favor of County (“DRC”), any subsequent purchaser of the Residence shall be required to meet criteria (1), (2), and (3) above.

(5) For a term of at least fifteen (15) years after the effective date of the DRC, prior to any transfer of title or closing on a purchase of the Residence, each purchaser of the Residence shall provide to County a written certification that the above criteria have been satisfied.

(6) For the purposes of this provision, the term “adjusted for family size” means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four (4) people, or higher for households with more than four (4) people, based upon a formula as established by the United States Department of Housing and Urban Development.

- 3.5 Code Compliance. The design and construction of each Residence shall be in compliance with all applicable State and local laws and regulations, including the Florida Building Code and any local amendments thereto.
- 3.6 Compliance Review. Nonprofit shall submit to County copies of all building plans and specifications prior to Nonprofit's commencement of construction. County shall have the right to conduct a preconstruction review of all building plans and specifications, as well as a final project review to determine whether Nonprofit has complied with the requirements set forth in this Agreement. Within ten (10) days after the date Nonprofit completes construction of a Residence, Nonprofit shall submit to County a certification stating that the Residence was built in compliance with the requirements of this Section 3.
- 3.7 Conditions and Reverter Clauses. Nonprofit 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 Deeds including, but not limited to, Nonprofit's obligation to construct the Residences in strict accordance with the terms of this Agreement.

4. Funding.

4.1 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), in County's discretion, based on the grant source for the assistance and income qualification of the purchaser, and subject to provision of adequate funding from federal and state sources.

4.2 Predevelopment Assistance. County will provide to Nonprofit up to Twenty Thousand Dollars (\$20,000) per lot in predevelopment cost reimbursement for expenses associated with fill, offsite utilities, and tree removal, and for the architect's charges for the cost of the use of County-owned architectural plans, subject to Nonprofit's compliance with applicable rules and regulations. Reimbursement of such predevelopment costs is contingent upon County's receipt of a written request for payment, together with any supporting documentation requested by County.

5. Covenants.

5.1 Monitoring. Nonprofit shall submit to County a quarterly status report ("Quarterly Status Report") on the first business day of each quarterly calendar period of January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 30. Each Quarterly Status Report shall contain: (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 the form required by County.

5.2 Taxes. Nonprofit shall pay all sales, consumer, use, and similar taxes applicable to the ownership of the Properties and construction of the Residences. Prior to County's transfer of the Properties, Nonprofit shall deliver to County a completed DR-504, Ad Valorem Tax Exemption Application and Return, for each of the Properties ("Tax Exemption Forms"). Nonprofit hereby authorizes County to file the Tax Exemption Forms with the Broward County Property Appraiser ("BCPA") within a reasonable time after the transfer of the Properties to Nonprofit. If for any reason the Tax Exemption Forms delivered by County are not accepted by BCPA, Nonprofit shall promptly deliver such Tax Exemption Forms directly to BCPA and Nonprofit shall take any other reasonable steps to maintain the tax-exempt status of the Properties for so long as the Properties are owned by Nonprofit.

5.3 No Liens. Nonprofit shall ensure that title to the Properties is maintained free and clear of any mechanic, material supplier, or similar liens or encumbrances caused by or through Nonprofit. If any such lien or

encumbrance is recorded against a site, Nonprofit shall have ten (10) days from receipt of notice of such lien or encumbrance to cause it to be removed of record, whether by termination, bonding, or otherwise.

6. Representation and Warranties.

- 6.1 Representation of Authority. Nonprofit represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Nonprofit, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Nonprofit has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Nonprofit. Nonprofit further represents and warrants that execution of this Agreement is within Nonprofit's legal powers, and each individual executing this Agreement on behalf of Nonprofit is duly authorized by all necessary and appropriate action to do so on behalf of Nonprofit and does so with full legal authority.
- 6.2 Contingency Fee. Nonprofit represents and warrants that is 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.
- 6.3 Public Entity Crime Act. Nonprofit represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Nonprofit further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Nonprofit has been placed on the convicted vendor list.
- 6.4 Discriminatory Vendor and Scrutinized Companies Lists; 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.

- 6.5 Claims Against Nonprofit. Nonprofit represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Nonprofit, threatened against or affecting Nonprofit, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Nonprofit to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Nonprofit or on the ability of Nonprofit to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- 6.6 Prohibited Telecommunications Equipment. Nonprofit represents and certifies that Nonprofit and all subcontractors do not 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. Nonprofit represents and certifies that Nonprofit and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.
- 6.7 Entities of Foreign Concern. The provisions of this section apply only if Nonprofit or any subcontractor will have access to an individual's personal identifying information under this Agreement. Nonprofit represents and certifies: (i) Nonprofit is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Nonprofit; and (iii) Nonprofit is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date, Nonprofit and any subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 5.2. 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.
- 6.8 Breach of Representations. In entering into this Agreement, Nonprofit acknowledges that County is materially relying on the representations, warranties, and certifications of Nonprofit stated in this article, 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 Nonprofit; (c) set off from any amounts due Nonprofit the full amount of any damage incurred; and (d) debarment of Nonprofit.

7. Notice.

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

FOR BROWARD COUNTY:

Broward County Housing Finance Division
Attn: Ralph Stone, Director
110 NE 3rd 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

FOR NONPROFIT:

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

9. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY**

RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

10. 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, the Properties, or the Residences, 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, the Properties, or the Residences (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Nonprofit shall, upon written notice from County, defend each Indemnified Party 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 Director of the Housing Finance Division and the County Attorney, any sums due Nonprofit under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

11. Insurance.

- 11.1. Throughout the term of the Agreement, Nonprofit shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit A in accordance with the terms and conditions of this article. Nonprofit shall maintain insurance coverage against claims relating to any act or omission by Nonprofit, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- 11.2. Nonprofit shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit A on all policies required under this article.
- 11.3. On or before the Effective Date, or at least fifteen (15) days prior to commencement of services on the Properties, 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.

- 11.4. 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 of this Agreement and until all performance required by Nonprofit has been completed, as determined by the Director of the Housing Finance Division. Nonprofit or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).
- 11.5. 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.
- 11.6. If Nonprofit maintains broader coverage or higher limits than the insurance requirements stated in Exhibit A, 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.
- 11.7. Nonprofit shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit A and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of the services on the Properties. Nonprofit shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Nonprofit to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Nonprofit agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Nonprofit agrees to obtain same in endorsements to the required policies.
- 11.8. Unless prohibited by the applicable policy, Nonprofit waives any right to subrogation that any of Nonprofit's insurers may acquire against County, and agrees to obtain same in an endorsement of Nonprofit's insurance policies.
- 11.9. Nonprofit shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions

required of Nonprofit under this article. Nonprofit shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. Nonprofit shall not permit any subcontractor to provide services unless and until all applicable requirements of this article are satisfied.

11.10. If Nonprofit or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Nonprofit. If requested by County, Nonprofit shall provide, within one (1) business day, evidence of each subcontractor's compliance with this article.

11.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit A, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Nonprofit must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit A.

12. Independent Contractor. Nonprofit is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. 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.

13. 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.

14. Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by the Director of the Housing Finance Division. 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.

15. Compliance with Laws. Nonprofit and the services provided must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, 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.

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

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

18. Payable Interest.

18.1 Payment of Interest. County shall not be liable to pay any interest to Nonprofit for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Nonprofit waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

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).

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

To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

20. Equal Opportunity. Nonprofit and 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 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
Agreement (Infill Transfer 12 Lots)
02/02/2024
iManage#1080710v5

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

NONPROFIT

WITNESSES:

[NONPROFIT NAME]

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
Minimum Insurance Coverages

[To be included at time of Execution]

Attachment C

LEGAL DESCRIPTIONS

Habitat for Humanity of Broward, Inc.

- Lot 1, Block 1, Broward Park, according to the Plat thereof, as recorded in Plat Book 25, Page 49, of the Public Records of Broward County, Florida
- Lot 2, Block 1, Broward Park, according to the Plat thereof, as recorded in Plat Book 25, Page 49, of the Public Records of Broward County, Florida
- Lot 3, Block 1, Broward Park, according to the Plat thereof, as recorded in Plat Book 25, Page 49, of the Public Records of Broward County, Florida
- Lot 4, Block 1, Broward Park, according to the Plat thereof, as recorded in Plat Book 25, Page 49, of the Public Records of Broward County, Florida

Broward County Minority Builders Coalition, Inc.

- Lot 5, Block 1, Broward Park, according to the Plat thereof, as recorded in Plat Book 25, Page 49, of the Public Records of Broward County, Florida
- Lot 6, Block 1, Broward Park, according to the Plat thereof, as recorded in Plat Book 25, Page 49, of the Public Records of Broward County, Florida
- Lot 7, Block 1, Broward Park, according to the Plat thereof, as recorded in Plat Book 25, Page 49, of the Public Records of Broward County, Florida
- Lot 8, Block 1, Broward Park, according to the Plat thereof, as recorded in Plat Book 25, Page 49, of the Public Records of Broward County, Florida

Central County Community Development Corporation

- Lots 22 and 23, Block 46, Washington Park Forth Addition, according to the Plat thereof, as recorded in Plat Book 22, Page 44, of the Public Records of Broward County, Florida
- Lot 9 South 1/2, Block 1, Roosevelt Gardens, according to the Plat thereof, as recorded in Plat Book 24, Page 49, of the Public Records of Broward County, Florida
- Lot 15, Harris Subdivision First Addition, according to the Plat thereof, as recorded in Plat Book 21, Page 41, of the Public Records of Broward County, Florida
- Lot 2, Block 20, Washington Park Third Addition, according to the Plat thereof, as recorded in Plat Book 21, Page 43, of the Public Records of Broward County, Florida