Meeting Date: July 12, 2016 Agenda Item 6

REQUESTED COMMISSION ACTION:

x	Consent		Ordinance	x	Resolution		Consideration/ Discussion		Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE HOMEOWNERSHIP AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HABITAT FOR HUMANITY OF BROWARD, INC.; PROVIDING AN EFFECTIVE DATE.

Fiscal impact: $50,000 previously approved

Summary of Purpose and Why:

This Agreement amends the existing Homeownership Development Agreement between the City of Pompano Beach and Habitat for Humanity of Broward, Inc. to develop the site to suitable specifications and build six new single-family homes located at the one hundred block of NW 28th Avenue, Pompano Beach. The amendment extends the time for performance and specifies that HOME Funds will be used only for one of the six homes to be specified: 2976 NW 1st Street (Unit 6). The amendment is necessary because of delays in approvals necessary to move forward with the project. It will also facilitate recent changes in HOME funding and monitoring requirements.

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact:: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: August 30, 2017
(4) Fiscal impact and source of funding: HOME Funds in the amount of $50,000 (previously approved)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
OHUI	6/29/16	Approval	M Carrillo
City Attorney	6/30/16		
Finance	6/30/16	Approval	S. Sabble

___ Advisory Board
___ Planning Director
___ Public Works Director
X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance Workshop		Resolution		Consideration	
1st Reading		1st Reading		Results:	Results:
2nd Reading					

City Attorney's Communication #2016-942

June 22, 2016

TO: Mark Korman, Program Compliance Manager

FROM: Mark E. Berman, City Attorney

RE: Resolution – First Amendment to the Homeownership Development Agreement

As requested in your e-mail of June 14, 2016, I have prepared and attached the following form of resolution:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE HOMEOWNERSHIP DEVELOPMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HABITAT FOR HUMANITY OF BROWARD, INC.; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

MEB/jrm
L:cor/comdev/2016-942

Attachment

City Of Pompano Beach
Approved / Received

JUN 24 2016

Office Of Housing And
Urban Improvement

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE HOMEOWNERSHIP DEVELOPMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HABITAT FOR HUMANITY OF BROWARD, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment between the City of Pompano Beach and Habitat for Humanity of Broward, Inc., a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Habitat for Humanity of Broward, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

MEB/jrm
6/22/16
l:reso/2016-247

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2016, between:

> **CITY OF POMPANO BEACH,** a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060, hereinafter referred to as "CITY,"
>
> and
>
> **HABITAT FOR HUMANITY OF BROWARD, INC.,** a Florida nonprofit corporation, with offices located at 3564 North Ocean Boulevard, Fort Lauderdale, Florida 33308, hereinafter referred to as the "DEVELOPER."

WHEREAS, the parties entered into an Agreement for the utilization of Home Investment Partnership Grant Funds received from the United States Department of Housing and Urban Development to develop and sell six single-family homes to income-eligible households, on December 14, 2015, ("Original Agreement") and approved by Resolution No. 2016-69; and

WHEREAS, the CITY and the DEVELOPER have agreed to amend certain terms and conditions of the Original Agreement.

W I T N E S S E T H :

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and DEVELOPER agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement executed on December 14, 2015, shall remain in full force and effect except as specifically amended hereinbelow.

3. Section II – Term of Agreement of the Original Agreement shall be amended as follows:

> **Section II – Term of Agreement**
>
> The term of this Agreement shall commence upon execution, and shall end on or before the Project Completion deadline of ~~September 30, 2016~~ August 30, 2017, unless terminated earlier as provided for herein.
>
> . . .

4. Section III – Scope of Work of Agreement of the Original Agreement shall be amended as follows:

> **Section III – Scope of Work**
>
> . . .
>
> **Project description:** construction of ~~six (6)~~ one (1) single family home~~s on NW 28th Avenue~~ in the Collier City neighborhood of Pompano Beach, ~~one of~~ which will be ~~partially~~ HOME funded. ~~Each single family~~ The home will be a 1200 square foot three or four bedroom plan. Community residents, staff, volunteers and partner families will help build the home~~s~~. The home~~s are~~ is anticipated to sell at market value and will be made affordable to a low income buyer~~s~~ who will purchase the unit~~s~~ through Habitat Broward's interest-free mortgage program. The Project must be completed and a Certificate of Occupancy issued no later than June 30, 2017.
>
> **Project Addresses:** ~~Not yet assigned~~ 2975 NW 1st Street (Unit 6)
>
> **Legal Description:**
>
> . . .
>
> 2. The Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY on March 24, 2014, except insofar as the

development that includes the Project has been revised from twelve townhomes to six single family homes at the request of the City's Planning Department. The aforementioned document will be considered to be a part and portion of this Agreement for reference.

5. Section V – Project Requirements of the Original Agreement shall be amended as follows:

Section V – Project Requirements

. . .

7. ~~Units that do~~ If the Project does not have a ratified sales contract within nine months (9) after the Certificate of Occupancy has been issued, it must convert to rental. The DEVELOPER must notify the CITY that the units ~~have~~ has remained unsold for the nine-month period. No later than 30 days after the nine-month period, the CITY will execute a rental agreement with the DEVELOPER for the day-to-day management and administration of the rental unit(s) in compliance with 92.252. This Agreement serves as acceptance on the part of the DEVELOPER of the responsibilities of a Rental Project should the DEVELOPER fail to sell the units, and the DEVELOPER herein acknowledges receipt of the City of Pompano Beach's standard agreement related to HOME-funded rental projects, which the DEVELOPER agrees to execute. Failure or refusal by the DEVELOPER to execute such a document will result in the required repayment of all HOME funds.

. . .

12. The DEVELOPER will ensure that all HOME assisted units meet the following requirements:

a) The housing must be single-family housing ~~or condominiums~~. No manufactured housing is allowed to be purchased under this program.

. . .

6. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

7. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved by:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"DEVELOPER":

Witnesses:

_____
Print Name: William D. Hughes

_____
Print Name: DENYSE PETERSON

HABITAT FOR HUMANITY OF BROWARD, INC., a Florida nonprofit corporation

By: _____

Print Name: NANCY ROBIN

Title: CEO/EXECUTIVE DIRECTOR
HABITAT FOR HUMANITY OF BROWARD

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of June, 2016, by Mireya Furelos as _____ of HABITAT FOR HUMANITY OF BROWARD, INC., a Florida nonprofit corporation, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

MIREYA FURELOS
Notary Public - State of Florida
Commission # FF 943295
My Comm. Expires Apr 8, 2020
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

MIREYA FURELOS
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

MEB/jrm
6/22/16
L:agr/comdev/2016-941

CORPORATE RESOLUTION

I, Bill Feinberg, as duly elected Chairman of the Board of Habitat for Humanity of Broward, Inc., a not-for-profit Florida corporation, do hereby certify that the following is a true and correct copy of the Resolution adopted by the Directors of the Corporation at the meeting of the Directors on April 26, 2016.

By unanimous consent of the Directors, which represented a quorum of the Board, the following Resolution was duly adopted, and the same has not in any way been modified or rescinded, but is in full force and effect; and the said Directors of the Corporation have duly ratified and affirmed in the form hereinafter set forth:

That, CEO & Executive Director Nancy L. Robin, be empowered to sign on behalf of Habitat for Humanity of Broward, Inc. the following items:

All Checks, Contracts, Development Agreements, Easements, Grants, monthly invoices and real estate closing documents, except where the Board Officer's specifically authorized signature is required; and

That the following Board Members are duly authorized officers of Habitat for Humanity of Broward, Inc.: Bill Feinberg, Chairman; Robert Taylor, 1st Vice Chair; Stephen Palmer, Treasurer; and Linda D. Jones, Secretary.

IN WITNESS WHEREOF, the undersigned, as Chairman and Secretary of HABITAT FOR HUMANITY OF BROWARD, INC., hereby attest to the foregoing corporate action on the 1st day of June, 2016.

Bill Feinberg, Chairman

Linda D. Jones, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of June, 2016, by Bill Feinberg, Chairman of the Board of the Board for Habitat for Humanity of Broward, Inc. who is personally known to me or who has produced _____ as identification.

Notary Public State of Florida
Print Name: Mireya Forelos
Commission No.: _____
Commission Expires: _____

MIREYA FORELOS
Notary Public - State of Florida
Commission # FF 943295
My Comm. Expires Apr 8, 2020
Bonded through National Notary Assn.

RESOLUTION NO. 2016-69

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A HOMEOWNERSHIP DEVELOPMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HABITAT FOR HUMANITY OF BROWARD, INC., PROVIDING FOR THE UTILIZATION OF HOME INVESTMENT PARTNERSHIP GRANT FUNDS RECEIVED FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO DEVELOP AND SELL SIX SINGLE-FAMILY HOMES TO INCOME-ELIGIBLE HOUSEHOLDS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Homeownership Development Agreement between the City of Pompano Beach and Habitat for Humanity of Broward, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Habitat for Humanity of Broward, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 8th day of December, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEB/jrm
12/7/15
l:reso/2016-53

HOMEOWNERSHIP DEVELOPMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HABITAT FOR HUMANITY OF BROWARD, INC.

THIS AGREEMENT, entered into this 14th day of December, 2015 by and between the City of Pompano Beach (hereinafter referred to as the "CITY"), and Habitat For Humanity of Broward, Inc., a nonprofit corporation (hereinafter referred to as the "DEVELOPER") whose principal office is located at 3564 North Ocean Boulevard, Fort Lauderdale, Florida 33308.

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to utilize HOME funds to develop and sell six single-family homes to income eligible household(s) as outlined in this agreement;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

a. **CITY** – is hereby defined as the Department of Federal and State Programs the agency administering the HOME Program for the CITY of Pompano Beach. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.

b. **DIRECTOR** – is hereby defined as the Director of the Department of Federal and State Programs of the CITY of Pompano Beach.

c. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.

d. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.

e. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

f. **IDIS** – Integrated Disbursement and Information System.

g. **PROJECT COMPLETION** – the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed, the CITY has signed off on all work and the work has been performed to the satisfaction of the CITY, the CITY has received all required documents from the DEVELOPER and the project is fully occupied by income eligible households. All documents that enforce the affordability period must be recorded.

Section II – Term of Agreement

The term of this Agreement shall commence upon execution, and shall end on or before the Project Completion deadline of September 30, 2016, unless terminated earlier as provided for herein.

The CITY shall provide HOME funds in an amount not to exceed $50,000 (Fifty Thousand and 00/100 Dollars), in accordance with the attached budget hereby attached as Exhibit A.

The DEVELOPER expressly agrees to complete all work required by this Agreement in accordance with the timetable set forth in Exhibit B.

1. This project is subject to ongoing affordability requirements of the HOME program. The affordability period for this project shall be twenty (20) years from the date the project has been completed, including the project being sold to an eligible buyer. The Provisions of this Agreement shall remain in effect for the affordability period. During this compliance period, the DEVELOPER will assure continued compliance with the HOME requirements for homebuyer units. This includes monitoring units for principal residency and recapture of funds if the property is sold and is no longer the primary residence of the homebuyer.

2. Timely completion of the work specified in this agreement is an integral and essential part of performance.

3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.

4. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.

5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the project or any part thereof or any interest therein.

6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER; the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

7. Construction will start no later than 6 months from the execution of this agreement. Failure of the Developer to begin construction with 6 months from the date of execution of this agreement will require a written explanation to the City of the cause for delay and revised timeline for completion. The City will review the request for approval of delayed construction start and will determine at its discretion if the Developer is in default due to negligence and may terminate the contract and request reimbursement of all HOME funds expended on the project.

Section III – Scope of Work

A detailed scope of work is attached as Exhibit C. The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project description: construction of six (6) single family homes on NW 28th avenue in the Collier City neighborhood of Pompano Beach, one of which will be HOME funded. Each single family home will be a 1200 square foot three or four bedroom plan. Community residents, staff, volunteers and partner families will help build the homes. The homes are anticipated to sell at

market value and will be made affordable to low income buyers who will purchase the units through Habitat Broward's interest-free mortgage program.

Project Addresses: Not yet assigned

Legal Description:

1. It is understood that the DEVELOPER has provided a specific working budget, Exhibit A and realistic timetable, Exhibit B as it relates to: acquisition, construction/rehabilitation, soft costs, development fee, closing costs, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items.

2. The Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY on March 24, 2014, except insofar as the Project has been revised from twelve townhomes to six single family homes at the request of the City's Planning Department. The aforementioned document will be considered to be a part and portion of this Agreement for reference.

Section IV – Reimbursement of Expenses

1. Project expenses (excluding Developer fee) shall be paid based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, see Exhibit D, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance to the approved Project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved Project budget. The City will inspect all work to ensure that the work has been completed in accordance with the contract. The CITY shall pay on a reimbursement basis as funds are needed for eligible cost and expenses are incurred.

    a. The DEVELOPER shall submit a HOME Program Request for Payment Form for reimbursement of Eligible Costs. Eligible Costs shall mean those costs provided for in the Budget for the Project. The CITY Inspector will perform a site visit to inspect the work and ensure that the costs have been incurred and the work is eligible for payment.

    b. Upon the CITY's acceptance of a properly submitted Request for Payment form for reimbursement of Eligible Costs and a determination by the Department that the work has been properly completed, the CITY will process the payment. The CITY shall pay the DEVELOPER within thirty (30) calendar days from receipt of the

Request for Payment if there are no outstanding documents and all work has been completed.

2. The CITY will retain 10% of each project payment draw until Project completion. The DEVELOPER must submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files updated, documentation delivered, required reports completed, receipts submitted along with final invoices, releases of liens, final inspection and Certificate of Completion and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and occupancy of no less than one (1) unit, the CITY will release the final 10% withheld. Refer to section VI (4) of this Agreement for payment of developer fees.

3. The CITY reserves the right to inspect records and Project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

4. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the affordability period ends.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92. In addition, the DEVELOPER must comply with the following requirements specific to this project, including but not limited to, the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

2. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the CITY of a release of funds from the HUD under 24 CFR Part 58.

3. Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.

4. The DEVELOPER must have developed a waiting list of buyers that are determined eligible under the HOME program requirements. There shall be no less than one (1) eligible buyer for each unit to be sold.

5. No construction management fees, loan servicing fees, loan processing fees, and underwriting fees shall be charged to, or paid by, low-income families. The Developer may charge reasonable and customary fees commonly charged to a loan applicant in unassisted real estate transactions, such as the cost of credit reports and appraisals fees since these are customarily charged by a lender as part of a home.

6. All homebuyer will receive 8 hours of housing counseling. All counseling must be provided by a HUD certified housing counselor. Homebuyers may be charged reasonable fees to cover the cost of housing counseling. The fee to a homebuyer that is assisted with HOME funds (through down payment assistance) or that purchases a HOME-assisted unit can be charged as eligible project costs. As project costs, these must be included in the maximum per-unit subsidy limit.

7. Units that do not have a ratified sales contract within nine months (9) after the Certificate of Occupancy has been issued must convert to rental. The DEVELOPER must notify the CITY that the units have remained unsold for the nine-month period. No later than 30 days after the nine-month period, the CITY will execute a rental agreement with the DEVELOPER for the day-to-day management and administration of the rental unit(s) in compliance with 92.252. This agreement serves as acceptance on the part of the DEVELOPER of the responsibilities of a Rental Project should the DEVELOPER fail to sell the units, and the DEVELOPER herein acknowledges receipt of the City of Pompano Beach's standard agreement related to HOME-funded rental projects, which the DEVELOPER agrees to execute. Failure or refusal by the DEVELOPER to execute such a document will result in the required repayment of all HOME funds.

8. The homebuyer will maintain adequate hazard and flood insurance coverage, if applicable, on the property acquired, during the affordability period and will name the City of Pompano Beach as an additional insured.

9. The HOME funds advanced to the PROJECT will be secured by a note and mortgage.

10. The DEVELOPER shall ensure that any contractor, subcontractor or participant awarded work under this contract has not been debarred, suspended or determined ineligible to perform work funded by HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or determined ineligible, go to: https://www.sam.gov/portal/SAM/#1.

11. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

12. The DEVELOPER will ensure that all HOME assisted units meet the following requirements:

a) The housing must be single-family housing or condominiums. No manufactured housing is allowed to be purchased under this program.

b) The housing must be modest housing as follows:

   1. In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single-family housing that does not exceed 95 percent of the median purchase price. In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area as set forth in 24 CFR Part 92.254(a), but subject to change. The most current HUD limits can be found at:

   http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/maxprice.cfm

13. Type of Ownership: The property must be acquired in fee simple title by both the DEVELOPER and the HOMEBUYER.

14. Accessible units: the DEVELOPER will incorporate accessibility features, universal design, mitigation measures and green features to the units that will be developed. All appliances must meet energy star requirements.

15. The maximum per unit subsidy that may be invested on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located including limits established for high cost areas.

16. The purchase price is limited to 95 percent of area median purchase price. The Developer will use the 95 percent of the area median purchase price for newly constructed or existing single family housing units. Go to: https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/ for the most current price limits.

17. Subsidy layering. Before committing funds to a project, the DEVELOPER must evaluate, and the City must review, the project and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. The cost of this review will be borne by the DEVELOPER and this expense may be eligible for reimbursement by HOME funds provided under this agreement. The DEVELOPER is responsible to ensure that the costs are reasonable.

18. Affordability period.

Homeownership assistance HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

The funds provided to eligible households to make the unit affordable under this program are subject to affordability requirements in accordance with 92.254. During the affordability period the homebuyer must maintain the home as his/her principal place of residence at all times. The assistance is forgiven 20% per year over the affordability period. At the end of the affordability period the mortgage lien is released in full if the owner has complied with all of the terms of the program.

19. In the event that a HOMEBUYER sells the home, rents the home, or fails to keep the home as their primary residence or if the home is foreclosed during the affordability period, then the HOME assistance to the buyer (entire loan amount-less forgiven amount) will be recaptured by the CITY. If the net proceeds are sufficient (amount of proceeds remaining after any superior loans plus any legal fees and closing costs are paid) the proceeds will be used to repay the HOME assistance.

20. Consequently, if the proceeds exceed the loan amount as set forth herein, the HOMEBUYER will be entitled to retain any remaining proceeds of the sale. If there are no net proceeds, then no repayment will be required. The recaptured funds must be returned to the CITY immediately upon receipt, but no later than 30 days after receipt by the DEVELOPER. The DEVELOPER shall identify the original buyer including the property address associated with the recaptured funds.

21. The housing must be acquired by a HOMEBUYER whose household qualifies as a low-income household and the housing must be the principal residence of the household throughout the affordability period. Low income is defined as households whose income does not exceed 80% of the area median income as defined by HUD and adjusted for household size. The designated HOME-assisted units of this project will meet the affordability requirements as found in 24 CFR 92.252. The DEVELOPER shall collect and maintain beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with the HOME requirements as stated in the HUD "Technical Guide for Determining Income and Allowances Under the HOME Program" in accordance with the requirements under 24 CFR Part 5 found at: http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm. No less than two months of source documentation will be used when determining income of all potential households.). The DEVELOPER is responsible for qualifying the household as income eligible for assistance. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***"Technical Guide for Determining Income and Allowances under the HOME Program found at***: http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm.

22. Once initial eligibility of the HOMEBUYER is determined, the DEVELOPER is required to:

a) Submit the income verification information to the CITY for review. The CITY will notify the DEVELOPER that it concurs with the applicant's eligibility for the program and the CITY will provide written approval for the DEVELOPER to issue an award letter to the applicant.

   Income verifications under the HOME program must be dated no earlier than six (6) months prior to receipt of assistance. After six months, applicant verifications must be redone and household income must be recalculated to determine that the household still meets the income requirements.

23. A subsequent low-income purchaser of a HOME-assisted homeownership unit can assume the existing HOME loan and recapture obligation entered into by the original buyer when no additional HOME assistance is provided to the subsequent homebuyer.

    In cases in which the subsequent homebuyer needs HOME assistance in excess of the balance of the original HOME loan, the HOME subsidy (the direct subsidy as described in §92.254) to the original homebuyer must be recaptured. A separate HOME subsidy must be provided to the new homebuyer, and a new affordability period must be established based on that assistance to the buyer.

24. Underwriting standards used by the Developer for homeownership assistance must address housing debt, overall household debt, the appropriateness of the amount of assistance, recurring household expenses, assets available to acquire the housing, monthly expenses of the household, and financial resources available to the household to sustain homeownership.

25. The Developer must have a policy to protect against predatory lending similar to those issued by the Consumer Financial Protection Bureau (CFPB) to protect homebuyers.

26. A new provision is included at §92.254(e) to govern situations in which HOME homeownership assistance (e.g., down payment assistance) is provided through a nonprofit or for-profit entity that also provides first mortgage financing to the homebuyer. There is an inherent conflict in this situation, since the first mortgage lender may have an incentive to provide assistance to buyers. This might jeopardize the lender's objectivity in assessing the qualifications of the buyer or the eligibility of a property.

27. When the Developer is the lender, it must ensure that the loan underwritten to the borrower is affordable. No additional subsides will be provided by the City to the Borrower. The Developer will submit its underwriting guidelines for approval by the City.

28. Before any HOME assistance is provided, the City will verify that the family is eligible for HOME assistance (low-income) and will inspect the housing for compliance with applicable property standards in §92.251.

29. The for-profit or nonprofit organizations are not permitted to charge fees (such as origination fees or points) to the family for the HOME homeownership assistance that the organization provides.

30. The applicant will be allowed to refinance in accordance with the City's refinance policy which is written to ensure that the terms of the new loan are reasonable and in the best interest of the borrower and the program.

31. The CITY retains the right to withhold payment if the DEVELOPER fails to carry out the activities authorized under this Agreement in accordance with the timeline and schedule provided. Time is of the essence under this Agreement and the HOME program sets specific deadlines for reporting of expenditure of funds. The DEVELOPER must comply with the timeframes stipulated under this Agreement and in the event that the project cannot be completed on schedule, the DEVELOPER must immediately notify the CITY.

Refer to Section II (7) for factors beyond the DEVELOPER'S control. Specific penalties for non-performance are outlined in Section VI (6) of this Agreement.

32. In the selection of occupants for Project units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

33. The DEVELOPER will comply with the City of Pompano Beach's Affirmative Fair Housing Policy in marketing the homes for sale.

    a. The DEVELOPER will use the Fair Housing and Equal Opportunity Logo in all of its advertising for properties built with HOME funds.

    b. The DEVELOPER will post a Fair Housing poster in its office in a location that is visible to the public being served under the HOME program. For a Spacing copy of the poster go to: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf

    c. All advertising, applications and marketing tools prepared by the DEVELOPER for the sale of HOME assisted units shall include the following language "We comply with the Fair Housing Law. Our office does not discriminate on the basis of race, color, national origin, religion, sex, familial status or disability".

    d. The DEVELOPER will provide all program participants with a copy of the "Fair Housing Equal Opportunity for All" brochure. A copy of the brochure can be found at: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf

34. The DEVELOPER will not acquire property that is occupied by a tenant. All properties acquired under this program must be vacant or occupied by the seller. All acquisitions under this program are voluntary acquisitions. If the PROJECT is occupied at the time of this commitment, the DEVELOPER, using non-HOME funds, will comply with the relocation requirements of 24 CFR 92.353. The DEVELOPER will provide the seller with a Voluntary Acquisition Notice if the property is acquired with HOME funds.

35. The DEVELOPER shall assure compliance with the City of Pompano Beach's property and rehabilitation standards, local and state building codes, and with 24 CFR 92.251 if applicable, as it relates to Property Standards, Accessibility Standards under 24 CFR 92.251(a) (3), Model Energy Code standards, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

36. The CITY shall record a mortgage and note on the property when sold for the affordability period in compliance with 24 CFR 92.254 and that the CITY will monitor each unit for principal residency on an annual basis.

37. Each year, the DEVELOPER will mail a form letter to the HOMEBUYER requesting that they confirm their continued occupancy of the property for the term of the affordability period. The form shall be retained in a file by the DEVELOPER as documentation that the unit remains occupied by the original HOMEBUYER. These files shall be available to the CITY upon request.

38. The DEVELOPER will be monitored by the CITY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files and the project site as requested by the CITY during the PROJECT term and for Five (5) years after completion of the affordability period and/or closeout of the AGREEMENT.

39. The DEVELOPER agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, project signs, and letterhead) must recognize the City of Pompano Beach and the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program as providing funds for this Project.

40. The DEVELOPER will also comply with the City of Pompano Beach's minority outreach (WBE/MBE) program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the City to provide affordable housing.

41. The CITY has the right to reject participation in the project from any contractor that has done previous business with the CITY and has failed to comply with the requirements of the program or who has been involved in litigation with the CITY.

Section VI - Funding and Method of Payment

1. The DEVELOPER may be obtaining funding for the project from various sources. The maximum amount payable by CITY under this Agreement shall be **Fifty Thousand and 00/100 ($50,000.00).** The City's payment shall always be a proportionate share of all funds invested in the project. The HOME Funds provided by CITY to the DEVELOPER shall be in the form of a deferred payment forgivable loan, 0% interest, forgiven pro rata over the course of the affordability period. At Loan closing, the DEVELOPER shall execute and CITY shall record, at the DEVELOPER's expense, in the Public Records of Broward County, Florida, a mortgage, note and restrictive covenant to ensure that the HOME assisted units are sold to income eligible buyers. This mortgage, note and restrictive covenant will be released as units are sold to income eligible buyers, which will be required to accept a similar mortgage, note and restrictive covenant for an appropriate affordability period.

2. Project expenses (excluding DEVELOPER Fees) shall be paid on a reimbursement basis based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, see Exhibit D, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval by the CITY shall be required prior to payment of any expenses not conforming to the approved project budget.

3. The CITY will retain 10% of each payment draw until Project completion. When the DEVELOPER submits all required documentation for final payment including; but not limited to, a project completion report, receipts, final invoices and HOMEBUYER information, releases of liens, final inspection and Certificate of Completion from the building department, the CITY will release the final 10% withheld.

4. The CITY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

5. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the affordability period ends.

6. DEVELOPER Fees and Project Penalties

   a. DEVELOPER FEE

   DEVELOPER's Fee is compensation to the DEVELOPER for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The DEVELOPER'S fee is expressed as a percentage of the total development cost. DEVELOPERS who perform work in a timely fashion and comply with the timelines outlined in the Agreement will receive a DEVELOPER's fee of no more than 10% of the total HOME funds awarded under the Agreement.

   The DEVELOPER fee will be paid as follows:

      1. 50% of the DEVELOPER fee will be paid when the project is 50% completed based on the timeline in the Agreement. The DEVELOPER must meet the threshold requirements as stated in the Agreement and the fee will be approved for payment by City staff based on a review of project status, documentation submitted and inspections passed.

2. The final 50% of the DEVELOPER fee will be paid when the project is 100% completed as defined below ***and***
   a. For rental projects, no less than 75% of the units are occupied and leased.
   b. For homeownership projects, 100% of the units have been sold to eligible households.

For the purpose of complying with this requirement, completion shall mean that all necessary construction work has been completed and the project has received a Certificate of Occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is sold to an eligible household.

b. Project Penalties

Time is of the essence in the completion of all projects under the HOME program. DEVELOPERS who do not perform in accordance with the timeline and budget stipulated in the Agreement will be subject to penalties for lack of performance. The CITY will closely monitor performance and will enforce the following penalties when the Developer fails to carry out its contractual obligations under the Agreement.

1. For new construction projects that involve site acquisition:
   a. Failure by the DEVELOPER to provide a warranty deed showing ownership and title to property according to the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The Agreement will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred related to the acquisition of the property.

2. For existing properties already owned by the DEVELOPER:
   a. Failure by the DEVELOPER to provide an active building permit issued by the City of Pompano Beach's building department within the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The contract will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred up to the date that the Agreement is cancelled or thereafter.

3. Failure by the DEVELOPER to meet the 50% completion timeline outlined in the Agreement will result in a loss of 50% of the total DEVELOPER fee approved under the Agreement.

4. Failure of the DEVELOPER to complete 100% of the project within the timeline specified in the Agreement will result in:
   a. a 50% reduction of the DEVELOPER fee authorized under the terms of the Agreement **and**
   b. Suspension of the Developer from participation under the HOME program for not less than one (1) year after the date the project is completed, or the next funding cycle, whichever occurs later.

5. The CITY retains the right to require a Developer who has failed to comply with the terms outlined in the Agreement, to transfer title and ownership of the property to the CITY or an agency designated by the CITY to carry out the terms and conditions of the contract in a timely manner. The CITY will consider the CITY's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current DEVELOPER, the date the project will be completed by the new DEVELOPER and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title of the property will be based on the decision that is in the best interest of the HOME program, the City of Pompano Beach and its residents. The final decision to transfer title of the property will be made by the City of Pompano Beach City Council.

6. DEVELOPERS that experience delays caused by reasons beyond their control in accordance with Section II (6) herein must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with CITY staff. The DEVELOPER will be notified in writing of the department decision to approve or deny the project delay.

7. Other Financial Considerations

   a. At the time that the CITY approves any project delay, new timelines will be established for the Project in the form of an amendment to the existing contract. The DEVELOPER must comply with the new timelines. Failure by the DEVELOPER to comply with the new timelines will trigger the penalties stated above.
   b. The DEVELOPER shall have standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"
   c. HOME Funds shall not be reimbursed by the CITY until the funds are needed for the payment of Eligible Costs. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of the CITY. The CITY may

reallocate unexpended HOME Funds to other HOME Program projects if approved for funding by the Governing Body.

d. The DEVELOPER shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from CITY for such subcontracted work or supplies, if all required and supporting documentation is provided and the work is completed in accordance with the contract documents.
e. The DEVELOPER shall furnish to the CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions specified in this Agreement and further, the DEVELOPER and any contractors or subcontractors shall provide any other reports deemed necessary by the CITY.
f. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit, and review the Developer's performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of the DEVELOPER, Contractor and the subcontractors of Contractor, for the purpose of making audit examination, excerpts and transcriptions.

Section VII – Project Proceeds

The City of Pompano Beach will allow the Developer that utilize HOME funds to develop, rehabilitate, sell or rent housing benefiting income eligible households to retain project proceeds.

Eligible Uses of Project Proceeds:

The Developer is allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2). Low-income households are defined as those that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with project proceeds include, but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, operating expenses, and homebuyer counseling.

Project proceeds which are retained by a Developer are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2). Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of project proceeds. However, because the Developer

proceeds are derived from the expenditure of HOME funds, any activities which are funded with proceeds may not be contributed as match.

Section VIII – Repayment of Loan

1. All HOME funds are subject to repayment in the event the project does not meet the project requirements as outlined in this Agreement.

2. When HOME funds are expended for projects that are terminated before completion, for whatever reason, the HOME funds that have been expended are ineligible and must be repaid. The City may terminate any project that does not meet the HOME requirements for affordable housing (affordability provisions, income targeting, property standards, etc.) and the Developer will be required to repay HOME funds expended for the project.

3. It is understood that upon the completion of the project, any HOME funds reserved, but not expended under this Agreement, will revert to the CITY.

4. Sale of the property to another party may occur only with the approval of the CITY. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure. The CITY will be a third party to the agreement between the DEVELOPER and the HOMEBUYER to ensure enforcement of the affordability requirements.

5. The DEVELOPER shall lend the HOME funds to the individual buyers as a subsidy in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the CITY and consistent with the method identified in the CITY's Consolidated Plan.

    a. Prior to each closing with each HOMEBUYER, the DEVELOPER will provide to the CITY the preliminary settlement statement, along with the reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be loaned to the buyer as "Buyer subsidies" secured by the HOME note, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of DEVELOPER fee or sales proceeds to be retained from settlement funds.

Section IX – Procurement Standards

1. The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. The DEVELOPER's procurement procedures must be approved by the CITY. All costs will be reviewed by the CITY to assure reasonableness.

2. In addition, it is understood that any DEVELOPER that can be considered to be a religious or faith-based organization shall abide by all portions of 24 CFR 92.257.

Section X – Conflict of Interest Provisions

1. The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

2. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

3. The conflict of interest provisions apply to any person, employee, agent, consultant, officer, or elected official or appointed official of the CITY. If it is determined that a conflict of interest exists, the CITY will be immediately notified. The CITY will follow the process outlined in 32.356 and request an opinion from HUD to determine if a conflict of interest exists.

4. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit, may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

5. The CITY may grant exceptions or forward the requests to HUD as permitted by24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XI – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

1. The CITY shall provide to the DEVELOPER information regarding its requirements for the Project.

2. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to, income limits, property value limits and rent limits.

3. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

4. The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

5. The CITY shall monitor, review, and evaluate the financial procedures of the DEVELOPER through documents submitted to the CITY and on-site monitoring. The DEVELOPER shall provide to the CITY such reports, and make available to the CITY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the CITY shall schedule at least one on-site visit during the term of said Agreement and other visits that may be needed.

6. The Department of Federal and State Programs, on behalf of the CITY shall monitor, review, and evaluate the DEVELOPER. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the Department shall schedule at least one (1) on-site visit and other visits that may be needed during the course of said Agreement. At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, data, and information as may be necessary.

7. Within a reasonable period of time (generally 45 days) after the monitoring visit, the Department of Federal and State Programs shall furnish to the DEVELOPER a letter and any necessary reports summarizing the monitoring visit. Such letters and reports will include any findings or concerns and recommendations for improvement.

8. The DEVELOPER shall have 30 days from the receipt of a financial or programmatic monitoring letter to address any findings or concerns. Should the concerns not be addressed in a manner acceptable to the CITY, this Agreement shall be terminated in accordance with the provisions for termination outlined in this Agreement.

9. Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XII – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

1. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause.

2. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order

No. 11246 of September24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. The DEVELOPER will include the provisions of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section XIII – Section 3 Compliance

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

1. The work to be performed under this contract is subject to the requirements of Section3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The DEVELOPER will comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this Agreement, the DEVELOPER certifies that

they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 135 of the regulations.

3. The DEVELOPER, its contractors and subcontractors, if applicable agree to send to each labor organization or representative of workers with which the DEVELOPER, its contractors and subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the DEVELOPER, its contractors and subcontractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The DEVELOPER, its contractors and subcontractors agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The DEVELOPER and its contractors will not subcontract with any subcontractor where the DEVELOPER or its contractors has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The DEVELOPER, its contractors and subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the DEVELOPER, its contractors and subcontractors are selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER or contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Section XIV – Compliance with Federal, State & Local Laws

1. The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify

and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

2. The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations(40 CFR part 15).

Section XV – Enforcement, Suspension and Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination.

Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

24 CFR 92.504(c)(13) contains provisions for the enforcement of this Agreement. In accordance with 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) day written notice from the CITY to the DEVELOPER including but not limited to the following:

a) Failure to perform the services set forth in the scope of services and requirements incident thereto.
b) Failure to comply with the provisions of this Agreement.
c) Making unauthorized or improper use of funds provided under this Agreement.
d) Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
e) The carrying out of the Scope of Services or the objectives of this Agreement is rendered improvable, unfeasible, impossible, or illegal.
f) Failure of HUD to make funds available or if HUD suspends funds for any reason.
g) Upon the determination of the CITY that the Agreement be suspended or terminated,

without cause.

h) Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

Section XVI – Termination for Convenience of the CITY

1. In accordance with 24 CFR 85.44, the CITY may terminate for its convenience this Agreement at any time by giving at least thirty (30)days written notice to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a fee an amount which bears the same ratio to the total compensation as the services actually performed to the total service of the DEVELOPER covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

2. When HOME funds are expended for projects that are terminated before completion, for whatever reason, the HOME funds that have been expended are ineligible and must be repaid. The City may terminate any project that does not meet the HOME requirements for affordable housing (affordability provisions, income targeting, property standards, etc.) and the Developer will be required to repay HOME funds expended for the project.

Section XVII – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the CITY or an agent of the CITY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this Project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note, mortgage and Deed Restriction (if in effect), including but not limited

to, compelling the DEVELOPER to complete the Project in accordance with the terms of this Agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit monthly reports to the CITY on the progress of the project. Reports are due the 15th of each month and will cover activities for the prior month. The CITY retains the right to request additional documentation to comply with HUD's reporting requirements. If the DEVELOPER fails to submit the monthly progress reports by the due date, no payments will be made to the DEVELOPER under this Agreement until all outstanding reports have been submitted.

The CITY will send the DEVELOPER one (1) reminder notice if the report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the CITY information as required to determine program eligibility, and financial records pertinent to the project.

At project completion, the DEVELOPER will provide a Project Progress Report signifying completion, with all data and supporting documentation for project closeout as may be required by the CITY.

Section XVIII – Inspection, Monitoring & Access to Records

1. All records will be maintained by the DEVELOPER for five (5) years after the affordability of the homebuyer ends.

2. The CITY reserves the right to inspect, monitor, and observe work and services performed by the DEVELOPER at any and all reasonable times.

3. The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five (5) years after final payment is made under this Agreement.

4. The DEVELOPER will provide the CITY with a certified audit of the Developer's records representing the Fiscal Year during which the PROJECT becomes complete pursuant to the requirements of the OMB Super Circular.

5. Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, project site access, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

6. The DEVELOPER shall maintain all records required by the Federal regulations specified in 92.508 that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

   i. Records providing a full description of each activity undertaken.
   ii. Records demonstrating that each homeownership project meets the affordability requirements of § 92.254 for the required period.
   iii. Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase price for the area in accordance with § 92.254(a)(2). The records must demonstrate how the estimated value was determined.
   iv. Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.
   v. A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units assisted with HOME funds.
   vi. The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.
   vii. Records demonstrating that each family is income eligible in accordance with § 92.203.
   viii. Records documenting compliance with the fair housing and equal opportunity components of the HOME program.
   ix. Financial records as required by 24 CFR 84.21–28.

Section XIX – General Conditions

1. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which

personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. Notices shall be mailed to the following address:

CITY:	City of Pompano Beach Office of Housing and Urban Improvement 100 W. Atlantic Boulevard Pompano Beach, Florida 33060
DEVELOPER:	Habitat for Humanity Broward, Inc. 3564 North Ocean Boulevard Fort Lauderdale, Florida 33308

2. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

3. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

4. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

5. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Florida.

6. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pompano Beach such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

7. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the Agency of Labor Regulations (29 CFR Part 3), as amended.

8. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Agency of Labor regulations (29 CFR, Part 5), as amended.

9. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this Agreement in every non-exempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

10. The obligations undertaken by the DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

11. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

12. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.

13. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

Section XX – Insurance

1. The DEVELOPER during the construction period shall keep the property acquired under this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and such may require and in such amounts as CITY may require. The insurance requirements shall remain in effect until the property is sold to an income eligible buyer. The CITY shall be named as an additional insured.

2. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and shall include Premises and/or operations, independent contractors, Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

3. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability. The DEVELOPER shall carry Workers' Compensation insurance for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

4. The DEVELOPER shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred percent (100%) of replacement value of the completed structure until Project completion. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed ten thousand dollars ($10,000.00) each claim and shall contain a loss payable clause to include the CITY. The DEVELOPER shall furnish to the CITY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Agreement. Coverage shall not cease and is to remain in force until all performance required work is completed.

5. The DEVELOPER shall furnish copies of all licenses and certifications of Public Liability Insurance for all HOME projects upon request by the CITY.

XXI - Indemnification

1. The DEVELOPER shall at all times hereafter indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of the DEVELOPER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CITY, any sums due to the DEVELOPER under this Agreement may be retained by the CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the CITY.

2. In the event that the DEVELOPER contracts with a third party ("Contractor") to provide the construction related services set forth herein, any contract with such third party shall include the following provisions:

    a. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

3. The DEVELOPER shall comply with the anti-lobbying legislation set forth in 24 CFR 91.225 in the CITY's Consolidated Plan submitted to HUD for the HOME Program; both incorporated herein by reference.

4. The DEVELOPER shall indemnify and hold the CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS THEREOF,

The City of Pompano Beach and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested:

Habitat for Humanity of Broward, Inc.

Witness:

Susan K Evans

Susan K. Evans

Date: 11-13-15

By: Perry L. Ecton Executive Director of FHB.

Date: 11-13-15

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of November, 2015 by Perry Ecton, on behalf of Habitat for Humanity of Broward, Inc., who are personally known to me.

NOTARY'S SEAL:

Mireya Furelos

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

MIREYA FURELOS
Notary Public - State of Florida
My Comm. Expires Apr 8, 2016
Commission # EE 187302

Commission Number

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

By: _____

Dennis Beach

CITY MANAGER

Attest:

_____ (SEAL)

Asceleta Hammond

CITY CLERK

Approved As to Form:

_____

Mark E. Berman

CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of December, 2015 by LAMAR FISHER, as Mayor, DENNIS BEACH, as City Manager and ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Kristal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A: PROJECT BUDGET

EXPENSES	COST	
Land Acquisition	$ 100	
		$ 100
Site Improvements		
Demolition	$ -	
On-Site Imp	$ -	
Off-Site Imp*	$ 50,000	
		$ 50,000
Construction		
Site Improvements	$ 49,566	
New Construction	$ 632,730	
Contingency	$ 80,680	
Tap & Impact Fees	$ 31,500	
Permits	$ 93,000	
Furnishings	$ -	
Other	$ -	
		$ 887,476
Professional Fees		
Survey	$ 6,000	
Architect & Engineer	$ 28,500	
Real Estate Attorney	$ -	
Consultant	$ -	
Tax Opinion	$ -	
GC Fee (Site Supervision)	$ 50,000	
Market Study	$ -	
Environmental	$ 1,600	
Cost Certification	$ -	
Other	$ -	
		$ 86,100
Construction Finance	$ -	
		$ -
Permanent Finance	$ -	
		$ -
Soft Costs	$ -	
		$ -
Reserves	$ -	
		$ -
*Final lift of public road, curbs, etc.		**$ 1,023,676**

SOURCES	AMOUNT	
Grants/Home Sponsorships	$ 420,000	
HOME Grant	$ 50,000	
Habitat Broward Equity	$ 481,676	
Gifts in Kind	$ 72,000	
		$ 1,023,676

EXHIBIT B
Project Timetable

	Anticipated Completion (Month/Year)	*Actual Completion (Month/Year)*
Financing		
Construction Loan Commitment	N/A	NA
Construction Loan Closing	N/A	NA
Low Income Housing Tax Credits	N/A	NA
Grant/Sponsorship Commitments	3/01/2016	
Permanent Loan Commitment	N/A	NA
Permanent Loan Closing	N/A	NA
Other Habitat Broward equity	11/10/2015	11/10/2015
Other Gifts-in-Kind	11/10/2015	11/10/2015
Project Start-up		
Site Acquisition	7/10/2009	7/10/2009
Zoning	1/31/2016	TBD
Design Completion	2/15/2016	TBD
Construction Bid Award	N/A	N/A
Marketing	1/31/2016	TBD
Other Permitting	6/30/2016	TBD
Other	N/A	N/A
Project Activities		
Issue Notice to Proceed	3/01/2016	TBD
Complete Construction	5/31/2017	TBD
Marketing	1/31/2016	TBD
Pre-qualified Activities	1/31/2016	TBD
Homebuyer Workshop	6/30/2016	TBD
Rehabilitation	N/A	N/A
Rent-up	N/A	N/A
Close-out	6/30/2017	TBD
Other Home Dedication Ceremony	7/31/2017	TBD
Other Transfer of Title to Buyers	6/30/2017	TBD

EXHIBIT C
Scope of Work

Habitat for Humanity of Broward Inc. shall develop the site to suitable specifications and build six new single-family homes located at the one hundred block of NW 28th Avenue, Pompano Beach, Florida. HOME funds in the amount of $50,000 will be used to pay for construction materials and subcontracted labor for one of these homes.

The new homes will be modestly-sized (≤ 1,300 sq. ft., including areas for utilities and storage), single story homes with three or four bedrooms. Habitat Broward will use quality, locally-available building materials. The project design shall conform to the specifications of the City of Pompano Beach and the Pompano Beach CRA and reflect the local climate and culture.

Habitat Broward strives to build sustainable (green), energy-efficient housing that is environmentally-friendly and more cost-effective for homeowners to maintain. Toward this end, this project's homes will encompass a wide range of sustainable areas, such as energy conservation, water efficiency, CO2 emission reduction and indoor air quality. Specific sustainable features include but are not limited to:

- Using ceramic tile in high traffic living areas for durability
- Building an extended roof overhang for improved cooling and heating
- Installing A/C ducts inside air conditioned space
- Installing a programmable thermostat
- Using Energy Star®-rated appliances, including dishwasher & disposal
- Using low-flow toilets and shower heads
- Capturing rainwater in well-designed swales
- Planting shrubs and trees that are native to Florida

Further details associated with the project will be forthcoming as they are completed by the architect and vetted for approval by the City of Pompano Beach.

The development of the land, including the necessary zoning, is currently underway. That process should be completed by January 2016. The vertical building process is anticipated to commence in the third quarter of 2016. The new home construction should take approximately eight months to complete using a mix of subcontracted and volunteer labor. Community residents, staff, volunteers and the future homeowners (aka partner families) will provide the volunteer labor. Habitat Broward estimates the construction will be completed in the second quarter of 2017.

Habitat Broward will sell the homes at appraised value as determined by independent property appraisal. Habitat Broward will market the homes using a family selection process that complies with federal fair housing laws. A pool of pre-qualified buyers whose income does not exceed 80% AMI will be selected to purchase the homes through Habitat Broward's unique, interest-free mortgage program. Total monthly payments (i.e. principal, insurance & taxes) will not exceed 30% of a buyer's gross income.

Habitat Broward looks forward to successfully completing this new home project in Pompano Beach, Florida. Our partnership with the City and its CRA will lead to an increase in the Collier City improvement plans.

Exhibit D

Request for Reimbursement

Previous Balance $_____
Amount Requested $_____
Account Balance $_____

Period Covered:
Invoice Number: _____

Agency	Project Name

To Be Completed by Project Coordinator					To Be Completed by City		
Check No.	**Date**	**Payee/Description**	**Total Amount**	**Amount Requested**	**Adjustments Amount**	**Code**	**Reimbursed**
		Total Requested :			**Total Reimbursed:**		

CERTIFICATE

I certify that this claim is for authorized expenditures incurred pursuant to this grant project and the appropriate documentation is attached. *I further certify that the financial records, supporting documents, statistical records and all other records pertinent to this grant project shall be retained for a period of three (3) years according to regulations contained in 24 CFR 85.42, and the OMB Super Circular.

***Appropriate supporting documentation includes copies of bills/invoices and proof of payment in the form CANCELLED checks.**

Signature: _____ **Date:** _____

FOR OFFICE USE ONLY
Adjustment Code Explanations:
NCB – Not Currently Budgeted

PO # _____ **Reviewed by:** _____