



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MARGATE  
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS  
FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR  
FISCAL YEAR 2023 – 2024 (CFDA # 14.239 / FAIN # M23-DC-120201)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Margate, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

**RECITALS**

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On November 14, 2023 (Agenda Item No. 42), the Broward County Board of County Commissioners authorized HOME funding in the amount of One Hundred Thirty-Nine Thousand and Six Hundred and Forty-Nine (\$139,649), to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

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

## **ARTICLE 1. DEFINITIONS**

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

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

1.3 **Contract Administrator** means the Director of the Housing Finance Division, or such other person designated by same in writing.

1.4 **County Administrator** means the administrative head of County appointed by the Board.

1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.6 **HOME Funds** means the HOME Program (as defined herein) funds awarded to City and administered by County under this Agreement.

1.7 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.

1.8 **HUD** means the United States Department of Housing and Urban Development.

1.9 **Income Eligible Household** means a "low-income" or "very low-income" family, each as defined in 24 C.F.R. Part 92.2.

1.10 **Project** means the Homebuyer/Purchase Assistance project as described in Exhibit A to this Agreement.

1.11 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, "HOME Investment Partnerships Program," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

## **ARTICLE 2. EXHIBITS**

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

**Exhibit A     Project Description**  
**Exhibit B     Affirmative Marketing Policy**

## **ARTICLE 3. PROJECT**

3.1 County shall administer a Homebuyer/Purchase Assistance Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto. City shall comply with the duties, obligations and responsibilities as outlined for City in Exhibit A attached hereto. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.2 The Parties shall cooperate in the preparation of any and all reports required under this Agreement.

3.3 The requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" shall be applicable to the HOME Funds administered by County under this Agreement as provided in 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(d), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

3.4 City shall comply with 2 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

## **ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS**

4.1 The maximum amount of HOME Funds allocated to City under this Agreement for County's administration of the Project shall be One Hundred Thirty-Nine Thousand and Six Hundred and Forty-Nine (\$139,649). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 10. No County funds shall be payable under this Agreement.

4.2 If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 County shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County.

## **ARTICLE 5. LIABILITY**

The Parties are state agencies or political subdivisions under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

## **ARTICLE 6. INSURANCE**

City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

## **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

- 7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 7.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form-LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7.1.4 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warrants that it has adopted and is enforcing policies within its jurisdiction that:

7.1.5 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.1.6 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications Equipment. City represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City represents and certifies that City and its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this

Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from HOME Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all HOME Funds paid to City under this Agreement.

## **ARTICLE 8. HOME CONSORTIUM**

### **8.1 Withdrawal from the HOME Consortium.**

8.1.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

8.1.2 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

8.2 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit B, relating to marketing of the Project to Income Eligible Households.

## **ARTICLE 9. TERM OF AGREEMENT**

The term of this Agreement shall commence retroactively on October 1, 2023 ("Effective Date") and shall end on September 30, 2026, unless terminated earlier or extended pursuant to the terms of this Agreement.

## **ARTICLE 10. TERMINATION**

10.1 This Agreement is subject to the availability of HOME Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

10.2 Termination for Cause. This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.3 Termination for Convenience. This Agreement may be terminated for convenience by the County with at least thirty (30) days advance written notice to City. The County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience, including in the form of County's obligation to provide advance notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

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

10.5 If City elects to withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

## **ARTICLE 11 - MISCELLANEOUS**

11.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any

copyright or other intellectual property rights in or to the Documents and Work. if a copyright is claimed, City grants to County and the Federal Government a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so. use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County , including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with its subcontractors.

11.2 Equal Employment Opportunity. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

11.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

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

City shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the



records retention requirements set forth in 24 C.F.R. Part 92.508. Any audits or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

City shall ensure that the requirements of this section are included in all agreements with all subcontractors.

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

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

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

11.8 Notice. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent).

FOR COUNTY:

Broward County Housing Finance Division  
Attn: Ralph Stone, Director  
110 N.E. 3<sup>rd</sup> Street, Third Floor  
Fort Lauderdale, Florida 33301  
Email address: rstone@broward.org

FOR CITY:  
Cale Curtis  
City Manager  
5790 Margate Boulevard  
Margate, Florida 33063  
Email address: citymanager@margatefl.com

11.9 Assignment. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

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

11.11 Compliance with Laws. City and the Project must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

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

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

11.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all

subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

11.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

11.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

#### 11.19 Payable Interest.

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

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

11.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

11.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

11.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not

supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

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

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

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

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

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through the County Administrator, authorized to execute same by action of the Board on the 14th day of November, 2023 (Agenda Item No. 42), and City of Margate, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

**COUNTY**

BROWARD COUNTY, by and through  
its County Administrator

By: \_\_\_\_\_  
Monica Cepero

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

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

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

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

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MARGATE  
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS  
FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2023  
– 2024 (CFDA # 14.239 / FAIN # M23-DC-120201)**

**CITY**

CITY OF MARGATE

ATTEST:

By: \_\_\_\_\_  
CITY MAYOR

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Print Name

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

I HEREBY CERTIFY that I have  
approved this Agreement as to form and  
legal sufficiency subject to execution by  
the parties:

\_\_\_\_\_  
City Attorney

## EXHIBIT A

### PROJECT DESCRIPTION

Fiscal Year: FY 2023-2024

Project Description: City of Margate  
Homebuyer/Purchase Assistance Program

HOME Funds Allocation: \$139,649

Program Income: \$0

**Total Allocation: \$139,649**

#### Project Description:

The HOME Funds allocated to City of Margate ("City") under this Agreement shall be administered by Broward County ("County") to provide purchase assistance to a minimum of two (2) Income Eligible Households as defined in this Agreement, at a maximum of Fifty Thousand Dollars (\$50,000) each for low and very-low-income households, as defined in 24 C.F.R. Part 92.2. County will administer the Project for City as provided herein. The balance of unused HOME Funds, if any, will be used to assist (or leverage) additional client(s).

#### Program Summary

##### County's Responsibilities:

- Contact applicants referred by City and perform income certifications of applicants to determine eligibility for receipt of funding under this Agreement.
- Work with mortgage lenders and closing agents to coordinate the loan closing.
- Require that each Income Eligible Household receiving funding under the Agreement execute a Mortgage and Promissory Note in favor of County for the amount of funding provided to such Income Eligible Household.
- Monitor all Mortgages and Promissory Notes recorded by County in favor of County.
- Prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, in accordance with County's subordination policy.
- Provide City with quarterly progress reports and/or reports at the monthly HOME consortium meetings.



### City's Responsibilities:

- Market the Homebuyer/Purchase Assistance Program in accordance with the guidelines provided in Exhibit C. City shall refer interested parties to County to conduct income eligibility process.

The following types of properties are eligible for funding under the Agreement:

- Single-family homes
- Condominium units
- Townhouses
- Villas

The loan terms shall be as follows:

- Fifteen (15) year affordability period, 0% interest deferred loan, with lien on home.
- No annual write-down.
- Repayment of any and all unpaid amount of the loan due on sale, transfer, or lease of property

## ATTACHMENT 1 TO EXHIBIT A

### **PROGRAM DESIGN**

County will follow County's Lender's Guidelines available online at:

<https://www.broward.org/Housing/Documents/HPALenderguidelines-%209-22.pdf>

City of Margate

#### FIRST TIME HOMEBUYER PROGRAM

Applicants must obtain a commitment/pre-approval letter from a lending institution.  
The following are program requirements associated with the implementation of the City of Margate First Time Homebuyer Program:

#### **RECIPIENT SELECTION CRITERIA:**

- ✓ Applicants will be selected on a first-come, first-qualified, first-served basis.
- ✓ Applicants must not own any other residential property at time of application and prior to closing for the past three (3) years.
- ✓ Applicants must receive a certificate of housing counseling upon completion of an eight (8) hour education and counseling workshop conducted by a HUD certified housing counselor. This certificate is required prior to loan application.
- ✓ All HOME proceeds must be used to pay closing costs; down payment; principal reduction and must NOT be used for debt consolidations, or cash-out to applicant.
- ✓ Lender must meet any lender's guidelines as established by **County**.

#### **HOME PROGRAM REQUIREMENTS**

1. The principal reduction mortgage amount is based upon the purchase price of the desired property; however, the down payment/closing cost and purchase assistance will not exceed a maximum deferred payment loan of up to Fifty Thousand Dollars (\$50,000), dependent upon client's need.
2. The principal reduction mortgage will be in the form of a zero percent interest second position deferred payment loan. The full amount of the second mortgage will be forgiven if the homeowner meets all of the HOME requirements, including occupying the dwelling being purchased for the period specified in the mortgage and promissory note as their primary residence.
3. The first mortgage lender financing must be a thirty (30) year fixed interest rate loan.
4. Private Mortgage Insurance is not allowed to be charged by the primary lender if the down payment and second mortgage assistance being provided by the borrower and the City's HOME funds are equals to more than 20% of the appraised value of the property.

5. Appraisal and Credit Fee: Maximum not to exceed \$600.00. Due at time of application, credited at closing.
6. Closing Costs: Up to maximum 5% purchase price, including origination fee. Does not include pre-paid items such as insurance, taxes and pre-paid interest. (Exceptions can be made on a case-by-case basis for loan amounts under One Hundred Thousand Dollars (\$100,000)). Closing cost can be a gift as well as HOME funds. Gift must be properly sourced with backup documentation.
7. Terms of First Mortgage Lender Financing: 30-year Fully Amortizing mortgage (no prepayment penalty). Balloon mortgages are not acceptable. No Sub-Prime loans permitted under HOME program.
8. Co-Borrowers (non-occupying): Not permitted under HOME.
9. Down Payment: In all cases, buyer must contribute a minimum of three percent (3%) of the purchase contract price of their own funds toward the transaction.
10. Assumable: Not assumable.
11. Maximum Assistance: A maximum deferred payment loan of up to Fifty Thousand Dollars (\$50,000) (for low / very-low-income applicants) is applied towards the closing costs, first mortgage reduction, and/or down payment assistance for the purchase of eligible owner-occupied housing.
12. Refinance Subordination Restrictions: Rate/Term only. No cash out. Homes must have evidence of homestead exemption. All other instance of refinance triggers repayment. County will follow County's subordination policy.
13. Lien Position: Lender holds first lien; Broward County holds second lien.
14. Escrow: Required for taxes, homeowner's insurance, and flood insurance if property is located in a flood zone.

## **EXHIBIT B**

### **AFFIRMATIVE MARKETING POLICY**

All HUD funded and County/City supported rental and homebuyer housing projects with five or more units are required to submit an Affirmative Fair Housing Marketing Plan (AFHM) for approval. The AFHM Plan details the marketing strategy designed to provide information and to attract eligible persons or families in the housing market area to the available units without regard to race, color, national origin, sex, gender identity, religion, marital status, familial status, disability, sexual orientation, ancestry, or any other basis prohibited by law. The plan will describe initial advertising, site signage, website and social media promotion, recorded messages, community outreach, and all other marketing and communication activities which will inform potential renters or buyers of the availability of the units.

#### **A. AFFIRMATIVE MARKETING:**

##### **1. DISSEMINATION OF INFORMATION**

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 C.F.R. 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

If public service announcements are made on radio and television stations, the Equal Opportunity logo or slogan must be used.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify the HFD. The County's Four Factor Analysis for LEP can be viewed at:

<https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf>

Para obtener información adicional, visite el sitio web de HFD mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.



## 2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance Division.

Advertise in periodicals and circulars whenever possible, having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in visible locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

## 3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

## 4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

### B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

### C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

### D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.