

**CITY OF FORT LAUDERDALE
EMERGENCY HOUSING REPAIR PROGRAM
PARTICIPATION AGREEMENT**

THIS AGREEMENT, entered into this 24th day of April, 2026
by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of
Florida, hereinafter referred to as “City”

and

Fabio Idarraga, an unmarried man, hereinafter referred to as “Property
Owner(s)” and/or “Participant(s)”

WHEREAS, the City Commission of City, at its meeting of November 18, 2025, approved Resolution 25-219, which includes the 2025-2026 Annual Action Plans policies and guidelines and the allocation of State Housing Initiatives Partnership (SHIP) funds for the City of Fort Lauderdale Emergency Housing Repair Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable considerations, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the requirements for the City to provide funding to Property Owner(s) for the purpose of emergency repair of a residential dwelling on Property Owner(s)’s property. This Agreement is subject to compliance with the existing City of Fort Lauderdale Housing Program Policy and Guidelines (“Program”).

2. SCOPE. The funding proceeds obtained in conjunction with this Agreement shall be used solely in connection with the rehabilitation, construction, and related soft costs for the house, see attached Exhibit “A” on Property Owner(s)’s property (“Project”) having the address of:

**3460 SW 13 Court
Fort Lauderdale, Florida 33312**

Legally described as:

Lot 15, Block 9, PEARL ESTATES, according to the Map or Plat thereof as recorded in Plat Book 40, Page 42, of the Public Records of Broward County, Florida. (“Property”).
Parcel Identification Number: 5042 18 21 1450

3. FORM OF ASSISTANCE. The amount of the grant will not exceed **Twenty Thousand and No/100 Dollars (\$20,000.00)**. Upon execution of this Participation Agreement, the Program Maximum amount of the grant shall be earmarked and set aside for the Property Owner(s) to be used solely for the Property Owner(s)’ Emergency Housing Repair Project. The monies provided shall be withdrawn and used on behalf of the Property Owner(s) by City solely

to pay for the Project costs. Participants shall have no personal claim to the project funds. Payments shall be made in accordance with the procedures provided in the form Contractor Agreement and Construction Contract Addendum used by the City and on file with the City's administrator for the Program ("Construction Contract"). A participant and heirs to the qualified property will be limited to single lifetime assistance under this program.

(a) Interest Rate. The interest rate on the principal amount of the funding shall be zero percent (0%) per annum.

(b) Term of Repayment and Participation in Future Programs

The Twenty Thousand and Zero cent \$20,000.00 Principal is in the form of a grant and no repayment is required. Participants in this grant program shall not be eligible to participate in any other City funded home rehabilitation program for a period of Twenty-four (24) months. The Twenty-four (24) Months shall be calculated from the final inspection completion date for the work completed under this program.

4. ADMINISTRATION. As an administrative function, the City shall retain any and all unused portion of the award grant amount within ten (10) working days from the date of completion and acceptance of the work, which shall be the date of the Certificate of Completion for the Project.

Disbursements for hard costs to the General Contractor shall be made payable to the General Contractor, requiring the Property Owner(s)' signature in countersigning and releasing the check for payment(s) to the General Contractor. The Property Owner(s) shall not unreasonably withhold approval of any partial or final payments to General Contractor, subject to the requirements set forth or referred to in the City's Program Guidelines.

5. COMMUNICATIONS. Any and all communications arising under this Agreement shall be transmitted as follows:

(a) All notices, demands, requests, instructions, approvals, proposals, and claims shall be in writing.

(b) Notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and return receipt requested or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

AS TO THE CITY:
Rickelle Williams, City Manager
City of Fort Lauderdale
101 NE 3rd Andrews Avenue, Suite 2100
Fort Lauderdale, Florida 33301

With a Copy to:

Shari L. McCartney, City Attorney
City of Fort Lauderdale
City Attorney's Office
1 E. Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

AS TO THE PROPERTY OWNER(S):

Fabio Idarraga
3460 SW 13th Court
Fort Lauderdale, Florida 33312

(c) Any such notices shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same has been deposited in the mail.

6. SEVERABILITY. If any section, subsection, clause, sentence, or provision of this Agreement shall be held invalid for any reason, the remainder of the Agreement shall not be affected thereby.

7. INTEGRATION. This Agreement and all exhibits attached hereto, specifically referenced within, shall constitute the entire agreement between City and Participant(s); no prior written, prior, or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

8. GOVERNING LAWS/VENUE. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County for the purpose of any litigation that may arise out of this Agreement.

9. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between City and Participant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Participant with respect to this Agreement. No prior written, prior or contemporaneous oral promises, or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

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

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of Florida

By: Rickelle Williams
Rickelle Williams, City Manager

Date: 4/24/26

APPROVED AS TO FORM AND
CORRECTNESS:

Shari L. McCartney, City Attorney

By: Lynn Solomon
Lynn Solomon, Assistant City Attorney

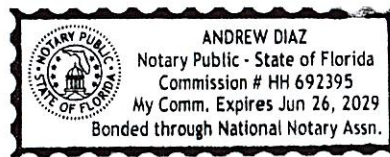
Date: 4/21/2026

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24th day of April, 2026, by Rickelle Williams, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

Andrew Diaz
Signature of Notary Public, State of Florida

Andrew Diaz
Name of Notary Typed, Printed or Stamp



Personally Known OR Produced Identification
Type of Identification Produced _____

WITNESSES:

[Signature]
Henrique DePaula
Print Name

[Signature]
Danielle Sterling
Print Name

OWNER(S)/PARTICIPANT(S):

By: [Signature]
Fabio Idarraga
3460 SW 13th Court
Fort Lauderdale, Florida 33312

Date: 4/7/26

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7 day of April, 2026, by Fabio Idarraga.

[Signature]
Signature of Notary Public, State of Florida

Danielle Sterling
Name of Notary Typed, Printed or Stamped



DANIELLE STERLING
Commission # HH 292274
Expires July 25, 2026

Personally Known _____ OR Produced Identification
Type of Identification Produced FLDL

EXHIBIT "A"
SCOPE OF WORK

City of Fort Lauderdale
Housing and Community Development Division
Housing Rehabilitation/Replacement Program

REHABILITATION SCOPE OF WORK
PROJECT ADDRESS: **3460 SW 13th CT, Fort Lauderdale**
PROJECT HOMEOWNER: **Fabio Idarraga**

CASE NO.RS26-034

GENERAL NOTES TO BIDDERS:

To be eligible to submit a bid, Contractors are required to attend a pre-bid meeting. The contractor is required to arrive on time and be present throughout the meeting. There will be a **ten-minute** grace period. Contractors may not participate in the bidding process if they arrive after the ten-minute mark. **NO EXCEPTIONS.**

Section 3

The work to be performed under this contract is subject to the requirements of Section 3 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 individuals, particularly persons who are recipients of HUD assistance for housing.

Minimum requirement: Awarded Contractor must be a licensed General Contractor.

- 1) Bid submittal shall be acknowledged as the Contract bid amount, irrespective of any error in the computation of line items. Bids with computation errors may be disqualified.
- 2) Bid submittal shall include all costs to obtain permits; testing (such as but not limited to lead based paint test or asbestos testing), labor, material and supplies, as indicated per line item. A Certificate of Occupancy is required from the City of Fort Lauderdale Building Services Division.

- 3) All work must be performed per the current Florida Building Code (FBC), the National Electric Code (NEC) and within acceptable industry standards.
- 4) Good workmanship: Contractor shall perform work within good construction practices. Construction materials must be of good quality and free of defects.
- 5) Clean site: Contractor shall keep the site clean and free of construction debris and waste at all times. All construction waste and debris must be disposed of in a timely fashion as per local, State and Federal regulations.
- 6) Secured areas: Contractor shall make a reasonable and conscientious effort to exclude unauthorized individuals from the site/work area. Contractors may use barriers, signage, and/or any other reasonable means of exclusion.
- 7) Timeline: Awarded Contractor must submit a written work schedule when signing the Homeowner/Contractor Agreement. Failure to provide the appropriate documentation will result in automatic forfeiture and a project award to the next successful bidder. The contractor shall complete the project within 50 working days from the date of Building Permit Issuances.
- 8) Payment requests may be submitted in a maximum of two intervals with the first interval representing 60% of work completed and a final payment of 40%.
- 9) If not otherwise stated, the bidder shall include, as a separate item, any task or provision not specified in the work write-up and must be deemed necessary for successful project completion.
- 10) All measurements and quantities specified in this document are approximate and must be checked and verified to be true by the bidder prior to submitting a bid. Discrepancies must be reported immediately via [City's on-line strategic sourcing platform](#). If the Contractor has any comments or questions regarding the work item specifications please follow [City's on-line strategic sourcing platform](#) instructions.
- 11) The General Contractor is required to obtain Housing and Community Development's (HCD) cover letter to expedite the permitting process. The contractor may be subject to a fine of \$250 per day for any days over the completion date. Liquidated damages shall affect the contract sum and may be withheld from payment.

- 12) The contractor is required to provide all required insurance certificates (including subcontractor) to HCD within five (5) business days of the award. Failure to provide appropriate insurance documentation will result in automatic forfeiture and the award made to the next successful bidder.
- 13) All building permits and plans/drawings must be submitted for review to the Construction Review Specialist (CRS) prior to submittal to the Building Services Division.
- 14) Contractor shall obtain signed and notarized Homeowner Selection Sheet provided by HCD with selection of items including but not limited to paint, tile, grout, kitchen and bathroom cabinets, and countertops. A copy shall be provided to the CRS.

ALL PERMIT FEES ARE TO BE INCLUDED IN BID PRICE

1. Roof Replacement

This project involves a comprehensive roof replacement for the property located at 3460 Southwest 13th Court, Fort Lauderdale, FL 33312. The total roof area consists of approximately 1,892 sqft, which includes 1,223 sqft of pitched roof area and 669 sqft of flat roof area. The contractor will perform a complete tear-off of the existing roofing materials down to the wood deck, followed by a thorough substrate inspection. To account for potential structural issues, this scope includes a 15% allowance for the replacement of any identified rotten plywood decking or fascia boards.

The pitched portion of the roof, which features a predominant pitch of 3/12, will be resurfaced using asphalt shingles in a color to be selected by the customer. This phase includes the installation of new ridges and valleys. For the flat roof sections, the contractor will execute a built-up hot mop application. This installation will include 30 lb asphalt saturated roof felt and a white smooth surface 3-ply built-up modified bitumen roofing system.

All perimeter and penetration detailing will be updated to ensure a watertight seal. The contractor will replace all existing drip edge with new galvanized drip edge, totaling approximately 233ft 6in across all eaves and rakes. Furthermore, the project includes the supply and installation of new galvanized vent caps, pipe vent collars, and all necessary flashing, including of wall flashing and transition flashing. To finalize the project, the contractor will provide high-quality matching paint and paint the fascia boards; however, this scope specifically excludes any modifications to the existing soffit or soffit vent covers. Upon completion of the job, the contractor shall provide a workmanship warranty as well as the shingles manufacturer warranty to the customer

Homeowner (Fabio Idarraga)  Date 3-17-26

Construction Review Specialist  Date 3/17/26

Housing Program Supervisor  Date 3/17/26



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 14 | Revision Date: 12/18/2025

SECTION 1 | SUMMARY INFORMATION

Date: 04-05-2026

Commission Agenda Item Letter to the Commission (LTC) Letter to External Stakeholder(s) Other Document

Document Title/Purpose: Participation Agreement- Judy Grubbs- 2305 NW 25th Place for Dept Approval & Execution by CAO & CCO office

Commission Meeting Date: 11-18-25 CAM #: 25-0834 Item #: PH-1

CAM attached: Yes No Action Summary Attached: Yes No CIP FUNDED: Yes No Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: CAO Router Name: Erica H. Ext: 6088

Department: CSD-HCD Router Name: Angella Walsh Ext: 6024

Department Approval (Director/Chief): Name Porshia Garcia Init Date: 4/10/2026

*Return Document To: Angella Walsh Department: HCD Ext: 6024

*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office. * Email scan to Erica H.

Scan Date: Attach Certified Resolution #: Original form route to CAO: Yes No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required Yes No

Is the attached Granicus document final? Yes No Number of Originals Attached: 12

Attorney's Name: Lynn Solomon Approved as to Form: Yes No Initials: [Signature]

Route to: Finance (if applicable) Date: Route to: CCO Date: 4-22-26

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: Cminott Number of Originals: 1

Route to CMO Date: 4/22/2026 Route to Mayor Date:

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: April 10 Date Received: 4/24/26 Received From: CCO

To CM/ACM: R. Williams C. Cooper Y. Matthews Q. Pough B. Rogers

Approved Init.: [Signature] for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: Comments:

CMO Executive Assistant Route to: CCO | HR | OMB | Other: Date: 4/27/26 Initial: APD

