

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

THIS AGREEMENT, entered into this 8th day of November, 2022
by and between:

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

and

Elouise Simmons, a single woman, hereinafter referred to as "Property
Owner(s)" and/or "Participant(s)"

WHEREAS, the City Commission of City, at its meeting of August 16, 2022, approved CAM 22-0624, which includes substantial amendments to the 2022-2023 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 consideration, 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 on Property Owner(s)'s property ("Project") having the address of:

434 N.W. 20th Avenue
Fort Lauderdale, Florida 33311

Legally described as:

Lot 11, Block 4, RIVER BEND, according to the plat thereof as recorded in Plat Book 25,
Page 50, Public Records of Broward County, Florida. ("Property").

3. **FORM OF ASSISTANCE**. The amount of the grant will not exceed Fifteen Thousand Dollars and Zero Cents (**\$15,000.00**). 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 The monies provided shall be withdrawn and used on behalf of the Property Owner(s) by City solely to pay for the Project costs.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 a 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 Fifteen Thousand and Zero cent \$15,000.00 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:
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33302

AS TO THE PROPERTY OWNER(S):

Elouise Simmons
434 N.W. 20th Avenue
Fort Lauderdale, Florida 33311

(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.

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

By: [Signature]
Greg Chavarria
City Manager

Date: 11/08/22

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

By: [Signature]
Patricia Saint Vil-Joseph
Assistant City Attorney

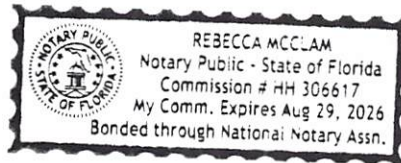
Date: 11/08/22

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of November, 2022, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

R. McClam
Signature of Notary Public, State of Florida

Rebecca McClam
Name of Notary Typed, Printed or Stamp



Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced _____

PROPERTY OWNER(S)/PARTICIPANT(S):

WITNESSES:

OWNER(S)/PARTICIPANT(S):

PRINT NAME OF PROPERTY

Lawrence Seliga
LAWRENCE SELIGA

Print Name

By: Elouise Simmons
Elouise Simmons
434 N.W. 20th Avenue
Fort Lauderdale, Florida 33311

July
Eveline Dsouza
Print Name

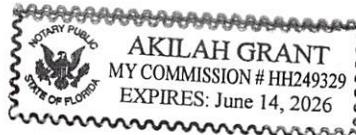
Date: 10-07-22

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization this 7th day of October, 2022, by Elouise Simmons.

Akilah Grant
Signature of Notary Public, State of Florida

Akilah Grant
Name of Notary Typed, Printed or Stamped



Personally Known _____ OR Produced Identification ☒
Type of Identification Produced Florida Driver License



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1L

Today's Date: November 8, 2022

DOCUMENT TITLE: EMERGENCY HOUSING REPAIR PROGRAM - SHIP - ELOUISE SIMMONS
- Participation Agreement.

COMM. MTG. DATE: 08.16.2022 CAM #: 22-0624 ITEM #: M-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: S.Sierra x5598 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 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, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: HCD Router Name/Ext: DENEICE G. # of originals routed: 1 Date to CAO: 10/17/2022

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1 each

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 11/08/22 Patricia Saint Vil- Joseph
Attorney's Name

Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 11/08/22

4) City Manager's Office: CMO LOG #: NOV 15 Document received from: CCO 11/8/22

Assigned to: GREG CHAVARRIA ☐ SUSAN GRANT ☐ ANTHONY FAJARDO ☐
GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions:

Forward 1 originals to ☐ Mayor ☒ CCO Date: 11/9/22

5) Mayor/CRA Chairman: Please sign as indicated. Forward 1 originals to CCO for attestation/City seal (as applicable) Date: 11/9/22

6) City Clerk: Forward 1 originals to CAO for FINAL APPROVAL Date: 11/9/22

7) CAO forwards 1 originals to CCO Date: 11/9/22

8) City Clerk: Scan original and forward 1 original to: Sonia Sierra x 5598 CAO

Attach 1 certified Reso # ☐ YES ☒ NO

Original Route form to ssierra/CAO