

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

THIS AGREEMENT, is entered into this 24th day of January, 2023
by and between:

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

and

Vera Parker, a single woman, and Travis Parker, a single man 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 perform emergency repairs at a residential dwelling owned by Property Owners and legally described in Section 2 of this Agreement. 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 Owners' property ("Project") having the address of:

1222 N.W. 23rd Terrace
Fort Lauderdale, Florida 33311

Legally described as:

Lot 2, Block 4, RESUBDIVISION OF LINCOLN HEIGHTS according to the plat thereof recorded in Plat Book 34, Page 28 of the Public Records of Broward County, Florida. ("Property").

3. FORM OF ASSISTANCE. The grant shall not exceed a total principal amount of **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 Owners' 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 The monies provided shall be withdrawn and used on behalf of the Property Owner(s) by City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"). Each Participant and heirs to the qualified property will be limited to a single lifetime assistance under this emergency housing repair 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 Dollars and Zero Cents \$15,000.00 principal amount is a one-time emergency housing repair grant to Participants with no repayment obligation. 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)/PARTICIPANT(S):

Vera Parker

Travis Parker

1222 N.W. 23rd Terrace
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 Participants; 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 Participants 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: January 24, 2023

APPROVED AS TO FORM:

D'Wayne M. Spence, Interim City Attorney

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

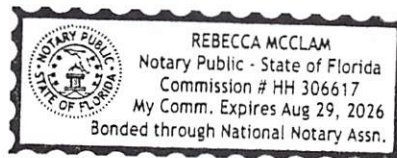
Date: 1/20/23

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 January, 2023, by **Greg Chavarria**, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

[Signature]
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:

Signature

Print Name

Signature

Print Name

OWNER(S)/PARTICIPANT(S):

By:

Vera Parker

1222 N.W. 23rd Terrace
Fort Lauderdale, Florida 33311

Date:

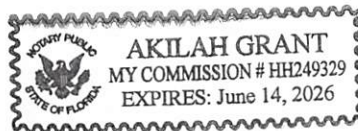
1-19-2023

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of January, 2023, by **Vera Parker**, an individual.

Signature of Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped



Personally Known _____ OR Produced Identification ☒

Type of Identification Produced Florida Driver License

PROPERTY OWNER(S)/PARTICIPANT(S):

WITNESSES:

Signature

Print Name

Signature

Print Name

OWNER(S)/PARTICIPANT(S):

By:

Travis Parker

1222 N.W. 23rd Terrace
Fort Lauderdale, Florida 33311

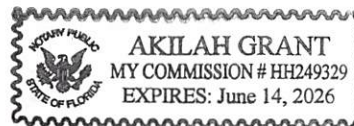
Date:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of January, 2023, by **Travis Parker**, an individual.

Signature of Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped



Personally Known _____ OR Produced Identification ☒

Type of Identification Produced Florida Driver License



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

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TODAY'S DATE: 1/19/2023DOCUMENT TITLE: EMERGENCY- REHABILITATION – SHIP – Vera & Travis Parker – 1222 NW 23rd Ter., Fort Lauderdale, Florida 33311COMM. MTG. DATE: 8/16/22 CAM #: 22-0624 ITEM #: M-3 CAM attached: ☒ YES ☐ NORouting Origin: CAO Router Name/Ext: Sonia X 5598 Action Summary attached: ☒ YES ☐ NOCIP 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.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NODate to CCO: 1/20/23 Attorney's Name: Patricia SaintVil-Joseph Initials: PS3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 01/20/234) City Manager's Office: CMO LOG #: JAN-48 Document received from: CCO 01/23/23Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐GREG CHAVARRIA as CRA Executive Director ☐☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGNPER ACM: A. FAJARDO (Initial) S. GRANT (Initial)☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ☒ originals to ☐ Mayor ☒ CCO Date: 1/25/23~~5) Mayor/CRA Chairman: Please sign as indicated.~~~~Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____~~

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards _____ originals to: Sonia Sierra /X- 5598 / COAAttach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO