

CITY OF PEMBROKE PINES
COVID-19 EMERGENCY RENTAL ASSISTANCE AND/
OR UTILITIES PROGRAM APPLICATION AND
AGREEMENTS



ORIGINAL



Community Redevelopment Associates of Florida, Inc.

8569 Pines Boulevard, #201

Pembroke Pines, FL 33024

Phone: (954) 431-7866

Fax: (954) 431-6882

<https://www.crafla.com>

COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITIES PROGRAM

INSTRUCTIONS TO APPLICANTS:

1. Please provide us with a copy of the **signed lease** agreement.
2. You will need to provide proof that you are living in the unit; proof such as **a copy of the current/latest Utility bill** under your name will be required with a copy of your Driver's License.

INSTRUCTIONS TO LANDLORD:

3. The COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITIES program assists **with rent and/or utilities up to a maximum of \$5000 for the rent installments not fulfilled by the lessor. The amount will include any other fees. A letter is required from the landlord and, the letter needs to indicate:** (a) the monthly rent amount, (b) owed amount (c) the number of bedrooms the leased housing unit contains. If assistance is for utility payments the applicants are required to provide the utility statements.
4. The attached **Rental Program Agreement pages 20 - 25** needs to be completed and returned to Community Redevelopment. Please note we require two (2) copies of the documents notarized with signatures.
5. A **W-9 Form** needs to be completed by landlord. This form is required to add the landlord as a vendor to the City's database so that a check can be issued.
6. A **Vendor Information Form** needs to be completed by landlord. The form requests pertinent information to add landlord as a vendor to the City's database.

DOCUMENTS REQUIRED TO ORDER CHECK FROM CITY:

7. Once all the **documents in 3, 4, 5, 6, & 7 above have been completed, please send them by email and the ORIGINALS need to be delivered to a drop box at our office** at 8569 Pines Blvd, Suite 207, Pembroke Pines, FL 33024. We cannot request a check from the City without these original documents.
8. You can help **expedite the process by faxing or emailing copies of the executed documents to our office at 954-431-6882.** When we receive the fax, we can initiate the paperwork to order the check from the City. When originals are received, we can expedite a request to the City.

COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM FAQ – Frequently Asked Questions



Q. What is the purpose of this program?

A. The program provides a one-time Emergency Rent and Utility assistance for eligible applicants to remain in their homes safely.

Q. Who is eligible to apply for the COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM?

A. Qualified very-low and low-income applicants in the City of Pembroke Pines. Please see current income guidelines chart attached with this document.

Q. What conditions must have occurred for an applicant to be considered for this program?

- A. 1) Loss of work/pay due to involuntary job loss in line with the Coronavirus pandemic
2) Applicant requires assistance to pay rent/utilities due to the Coronavirus pandemic
3) Involuntarily loss of verifiable income from other sources (Temporary or permanent).

Q. How can someone apply for the COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM?

A. The tenant must reside within the City limits. He/She must download the application form or call Community Redevelopment Associates of Florida, and request to have an application sent to their home. Phone: 954-431-7866 Ext: 110. The office is open Monday to Thursday from 8:30 am - 5:00 pm and is closed from 12:30 pm -1:30 pm for lunch.

Q. How much money is available for each applicant?

A. The City will assist up to a maximum of \$5,000 for unpaid monthly rent and/or unpaid utilities. The City may pay for such items as unpaid monthly rent and/or unpaid utilities up to a maximum of \$5,000. *Assistance will be applied toward non-refundable costs only.*

Q. How many times can an applicant receive assistance?

A. Only once.

Q. How much income can an applicant make?

A. The program is open to persons of Very Low Income (VLI), Low Income (LI), and Special Needs who reside in PEMBROKE PINES. Income limits are based on income and family size. The income guidelines chart is attached. **Priority** is given to persons affected by the Coronavirus pandemic **only**.

Q. Can an applicant rent from a friend or family member?

A. YES, Assistance may be provided to qualifying households residing as tenants in a residential housing unit owned by a friend or family member. Tenancy must be evidenced by a valid lease. *Housing units occupied by the owner or any person with an interest in the housing unit are ineligible.*

Q. Does the applicant have to repay the COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM funds?

A. NO. These funds are part of the City's effort to assist with housing affordability and community stability. No repayment of assistance will be required by the City unless it is determined that fraudulent information was provided to obtain assistance.

Q. What kinds of housing units can be assisted?

A. Residential housing units. Mobile homes are not eligible housing units under this program.

Q. Are those with special needs given priority?

A. Yes. All special needs households, as defined by Chapter 67-37.002(13), F.A.C will be given priority by income (very-low and low) respectively.

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**City of Pembroke Pines
COVID-19 EMERGENCY RENT ASSISTANCE
AND/OR UTILITY PROGRAM**

**2020 Income Limits Chart Adjusted to Household Size
Effective April 1, 2020**

Number of persons in household

Household Size	Very Low Income 30% AMI and Lower	Low Income 31% to 50% AMI	Low Income 51% to 80% AMI
1	\$18,750	\$31,200	\$49,950
2	\$21,400	\$35,650	\$57,050
3	\$24,100	\$40,100	\$64,200
4	\$26,750	\$44,550	\$71,300
5	\$30,680	\$48,150	\$77,050
6	\$35,160	\$51,700	\$82,750
7	\$39,640	\$55,250	\$88,450
8	\$44,120	\$58,850	\$94,150

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For More Info:
Community Redevelopment Associates of Florida, Inc.
8569 Pines Blvd. Suite 201
Pembroke Pines, FL 33024
Phone: 954.431.7866
Fax: 954.431.6882
www.crafla.com



**THE CITY OF PEMBROKE PINES
 COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM
 TERMS AND CONDITIONS**

The COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM provides financial assistance for households to prevent rental eviction with the City of Pembroke Pines. The COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM assists eligible households with rental and/or utility payment, up to a maximum of \$5,000 to stay safe in the house during this COVID-19 EMERGENCY. **This program is not on-going monthly rental assistance.** Priority will be given by income (very-low and low) respectively.

- Applicants must qualify with residential housing unit owners prior to receiving an application for grant assistance. Eligible housing units can be anywhere in the City.
- Applicants must meet the appropriate income guidelines as established by the State of Florida.
- Applicants must comply with the maximum rent limits as established by HUD.
- Applicant may not reapply for the COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM after receiving assistance from the City.

Maximum Amount of Assistance: \$5,000 Total.

Property Eligibility: Residential Properties with the exception of Mobile Homes.

Federal and State statutes, regulations and programs governing this application are subject to change at any time. The City of Pembroke Pines collects information, including social security numbers, for the purposes of qualifying households and providing assistance with funding made possible by local, Federal and State government resources. Applications must be completed in entirety to be processed and approved. Once you have submitted an application, it is a matter of public record and will not be returned to you.

I/WE the undersigned agree and accept the terms and conditions of the COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM as a condition of receiving grant assistance under the program should I/We be income eligible for assistance.

Applicant Signature	Date	Co-Applicant Signature	Date
Household Member (18 and over)	Date	Household Member (18 and over)	Date
Household Member (18 and over)	Date	Household Member (18 and over)	Date



PUBLIC RECORDS DISCLOSURE AND ACKNOWLEDGMENT

Information provided by the applicant may be subject to Chapter 119, Florida Statutes regarding "Open Records." Information provided by you that is not protected by Florida Statutes can be requested by any individual for their review and/or use. This is without regard as to whether or not you qualify for funding under the program(s) for which you are applying. The determination regarding the release of information pursuant to an Open Records request shall be made by the City pursuant to statute.

Having been advised of this fact prior to making application for assistance or supplying any information, I/We agree to hold harmless and indemnify Community Redevelopment Associates of Florida, Inc., and the **City of PEMBROKE PINES**, any governmental agency, its officers, employees, stockholders, agents, successors and assigns from any and all liability and costs that may arise due to compliance with the provisions of Chapter 119, Florida Statutes.

I/We agree that neither Community Redevelopment Associates of Florida, Inc. nor the **City of Pembroke Pines** have any duty or obligation to assert any defense, exception, or exemption to prevent any or all information given to Community Redevelopment Associates of Florida, Inc. or the **City of Pembroke Pines** in connection with this application, or obtained by them in connection with this application, from being disclosed pursuant to a public records law request.

Furthermore, by signing below, I/We agree that neither Community Redevelopment Associates of Florida, Inc., nor the **City of Pembroke Pines** have any obligation or duty to provide me/us with notice that a public records law request has been made.

I/We agree to hold harmless Community Redevelopment Associates of Florida, Inc., and the **City of Pembroke Pines** or any governmental agency, its officers, employees, stock holders, agents, successors and assigns from any and all liability that may arise due to my/our applying for any rental assistance grant or any matter arising out of any rental assistance project funded by the **City of Pembroke Pines**.

_____	_____	_____	_____
Applicant Signature	Date	Co-Applicant Signature	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date



NOTICE OF COLLECTING SOCIAL SECURITY NUMBER FOR GOVERNMENT PURPOSE

The City collects your social security number for a number of different purposes. The Florida Public Records Law (specifically, section 119.071(5), Florida Statutes (2007), requires the City to give you this written statement explaining the purpose and authority for collecting your social security number.

Your Social Security Number is being collected for the purposes of income certifying you for the City’s housing assistance program which requires third-party verification of assets, employment and income. In addition, this information may be collected to verify unemployment benefits, social security/disability benefits and other related information necessary to determine income and assets and your eligibility for the program that is funded by local, Federal and/or State program dollars.

Authorization to Collect Social Security Number

- 24 CFR 5.609, referred to as "Part 5 Annual Income" - Code of Federal Regulations.
- 24 CFR92.203 Income Determinations for HOME Program
- U.S. HUD Technical Guide for Determining Income and Allowances for the HOME Program (Third Edition (HUD-1780-CPD, January 2005).
- State Housing Initiatives Partnership Program –SHIP Program Manual (Revised June 2005)
- City of Pembroke Pines Housing Program Policies and Procedures.

Your social security number will not be used for any other intended purpose other than verifying your eligibility for the City’s program.

I/WE have read and understand this information.

Applicant Signature Date

Co-Applicant Signature Date

Household Member (18 and over) Date



CITY OF PEMBROKE PINES COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM SUPPORTING DOCUMENT

Dear Applicant,

The documents listed below must be submitted with your completed application, which consists of a completed application form **AND** all the applicable supporting documentation as listed below.

- 1) Completed Application Form: All sections of the application must be completed (no blank spaces). Your application will not be accepted if incomplete. **You must submit the original document.**

Please provide photocopies of the below documents. WE DO NOT MAKE COPIES.

- 2) **Proof of rental:**
 - a) Copy of lease agreement.
- 3) **Six (6) most recent pay stubs or earnings statements showing the employee's name, gross pay per pay period, deductions, and frequency of pay for every household member 18 years and over.**
 - a) The pay stubs must show the employee's name, gross pay per period, deductions, and frequency of pay.
- 4) **Last six (6) months bank statements for every household member.** We need every page of the bank statements.
- 5) **Federal income tax returns filed with the IRS for the last two (2) years AND W-2's for the last two (2) years. We will accept:**
 - a) A copy of the original signed federal tax return with W-2's **and**
 - b) A transcript of your federal return from the IRS with W-2's. You can request a transcript by filling out IRS form 4506-T and sending to the IRS. The form can be obtained from the IRS website www.irs.gov, by calling the IRS at 1-800-829-3676, or by going to the IRS office **or**
 - c) Letter of Non-filing
- 6) **Proof of number of dependents claimed** (Dependent's must be listed on your federal tax return).
 - a) Birth Certificate on which the parent/applicants name is listed **or**
 - b) School records which give the parents names and address **or**
 - c) Court-ordered letters of guardianship **or**
 - d) Divorce decree **or**
 - e) Letters of adoption
 - f) If a dependent 18 and over is a full-time student, please submit a copy of their class schedule in addition to the above statements.



SUPPORTING DOCUMENTATION Page 2

- 7) **Social Security Cards for all household members.**
- 8) **If you are divorced, we need a copy of your divorce decree or certified court documents.**
- 9) **Self-Employment Income.** Schedule C, E, or F must be included with your federal income tax return

AND

- a) Accountant or bookkeeper's statement of net income expected for the next 12 months printed on the accountant/bookkeeper's company letterhead **or**
 - b) A notarized, sworn statement, from the self-employed individual, of net income expected for the next 12 months.
- 10) **Social Security, Supplemental Security Income (SSI), and Disability benefits** - An award or benefit notification letter prepared and signed by the authorizing agency.
 - 11) **Unearned Income.** Please provide documents for all that apply.
 - a) Unemployment Compensation - Unemployment benefit award notice with six (6) most recent copies of unemployment check stubs.
 - b) Disability Compensation - Notice of eligibility from employer or authorizing agency and six (6) most recent copies of check stubs.
 - c) Worker's Compensation - Notice of eligibility with amount awarded and six (6) most recent copies of check stubs.
 - d) Severance Pay - Notice of employer stating the amount received in severance pay.
 - e) Welfare or other needs-based payments given to any household members.
 - 12) **Unemployed household member not receiving unemployment benefits or income.** Please provide a notarized, sworn statement from the household member stating that unemployment benefits are not received and he/or she is not receiving any income.
 - 13) **For Alimony or Child Support Payments**
 - a) A printout from the court or governmental agency through which payments are being made **or**
 - b) An original notarized letter from the non-custodial parent stating the amount given weekly, bi-weekly, or monthly **or**
 - c) An original notarized statement from custodial parent stating that child support is not received for each child.



SUPPORTING DOCUMENTATION Page 3

- 14) **For Veterans Administration Benefits:** Benefactor's written confirmation of amount of assistance for the next 12 months.
- 15) **Assets** - Please bring current statements for the below assets for each household member if applicable. We need all pages of each statements submitted and listed on your application form.
- 401(K) / 403(B) account statement
 - Retirement statement
 - Pension statement
 - IRA statement
 - Certificate of deposit (CD) statement
 - Annuities / Stocks / Bonds
- 16) **Life Insurance policy with current cash value and the type (term or whole).** We need all pages of the most current policy statement.
- 17) **Recurring Contributions and Gifts.** Example: non-household member paying all of part of bills, rent or contributing money on a regular basis.
- Notarized statement or affidavit signed by the person providing the assistance, giving the purpose, dates and value of the gifts **or**
 - A letter from a bank, attorney, or a trustee providing required verification.

Please provide photocopies of items 2 - 18. WE DO NOT MAKE COPIES.



**CITY OF PEMBROKE PINES
 COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM**

GENERAL APPLICANT INFORMATION

Applicant's Name: _____ SS# _____

Co-Applicant's Name: _____ SS# _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Ph: _____ Mobile: _____

Email: _____

Household Size (*Number of People who will live in Unit*): _____

Anticipated Gross Annual Household Income of All Members for the Next 12 Months:

\$ _____

Marital Status of Applicant(s) (Please Circle One): Married Divorced Single

Additional Comments: _____

For Office Use ONLY

Assigned to Program Specialist: _____ Date: _____



ANNUAL GROSS INCOME: *(Attach additional sheet if needed)*

SOURCE	APPLICANT	CO-APPLICANT	Other Member(S) 18 and Over	TOTAL
Gross Salary (Annual)				
Overtime, Tips, Bonuses, etc.				
Interest/Dividends				
Business Net Income				
Social Security, Pensions, Etc.				
Unemployment, Workers Comp.				
Alimony, Child Support				
Welfare Payments				
Other (List)				



EMPLOYER INFORMATION (for applicant, co-applicant, and **ALL** household members 18 and over)

Name of Applicant: _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Co-Applicant: _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Applicant (18 and over): _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Applicant (18 and over): _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

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HOUSEHOLD MEMBERS (Please complete the following for ALL members of the household. Attach an additional sheet, if needed.)

HOUSEHOLD MEMBERS FULL NAME	DATE OF BIRTH	RELATIONSHIP	SOCIAL SECURITY #

ASSETS (Please complete the following for ALL members of the household. Attach an additional sheet if needed.)

Household Member Name: _____

TYPE	CASH VALUE	ANNUAL INCOME FROM ASSETS	BANK NAME	ACCOUNT NO.
Checking Accounts:				
Savings Accounts:				
Credit Union Account:				
Stock, Life Insurance:				
Other:				
Other:				



ASSETS:

Household Member Name: _____

TYPE	CASH VALUE	ANNUAL INCOME FROM ASSETS	BANK NAME	ACCOUNT NO.
Checking Accounts:				
Savings Accounts:				
Credit Union Account:				
Stock, Life Insurance:				
Other:				
Other:				

ASSETS:

Household Member Name: _____

TYPE	CASH VALUE	ANNUAL INCOME FROM ASSETS	BANK NAME	ACCOUNT NO.
Checking Accounts:				
Savings Accounts:				
Credit Union Account:				
Stock, Life Insurance:				
Other:				
Other:				



COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM STATEMENT OF HOUSEHOLD SIZE

This is to certify that _____ person(s) will reside in the property that I/We intend to rent.

Applicant Signature	Date	Co-Applicant Signature	Date
Household Member (18 and over)	Date	Household Member (18 and over)	Date
Household Member (18 and over)	Date	Household Member (18 and over)	Date

ORIGINAL



**CITY OF PEMBROKE PINES
COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM**

AUTHORIZATION FOR THE RELEASE OF INFORMATION

I/We _____, the undersigned, hereby authorize the, release without liability, information regarding my/our employment income, and/or assets, and identity to **Community Redevelopment Associates of Florida**, for the purposes of verifying information provided, as part of determining eligibility for assistance under the **COVID-19 EMERGENCY RENT ASSISTANCE AND/OR UTILITY PROGRAM**. I/We understand that only information necessary for determining eligibility can be requested.

Types of information to be verified:

I/We understand that previous or current information regarding me/us may be required. Verifications that may be requested are, but not limited to: personal identity/social security; employment history, hours worked, salary and payment frequency, commissions, raises, bonuses, and tips; cash held in checking/savings accounts, stocks, bonds, certificate of deposits (CD), Individual Retirement Accounts (IRA), interest, dividends, etc.; payments from Social Security, annuities, insurance policies, retirement funds, pensions disability or death benefits; unemployment, disability and/or workers compensation; welfare assistance; net income from the operation of a business; and, alimony or child support payments, etc.

Organizations/Individuals that may be asked to provide written/oral verification are, but not limited to:

Past/Present Employers
Banks, Financial or Retirement Institutions
State Unemployment Agency
Welfare Agency

Alimony/Child/Other Support Providers
Social Security Administration
Veteran’s Administration
Other: _____

Agreement to Conditions:

I/We agree that a photocopy of this authorization may be used for the purposes stated above. I/We understand that I/We have the right to review this file and correct any information found to be incorrect.

_____	_____	_____	_____
Applicant Signature	Date	Co-Applicant Signature	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date

NOTE: This general consent may not be used to request a copy of a tax return. If one is needed, contact your local IRS office for Form 4506, “Request for Copy of Tax Return” and prepare and sign separately.

This Instrument Prepared by:
Sean M. Swartz
City Attorney's Office
3099 E. Commercial Blvd. Suite 200
Fort Lauderdale, FL 33308



RENTAL EVICTION PROTECTION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, **2020**, by and between _____, whose mailing address is _____ (the "LANDLORD"), and the **City of Pembroke Pines, Florida**, a Florida municipal corporation, whose mailing address is **601 City Center Way, Pembroke Pines, Florida 33025** (the "CITY").

RECITALS

WHEREAS, the State of Florida's State Housing Initiatives Partnership program ("SHIP") provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing; and

WHEREAS, SHIP funds may be used by municipalities to provide assistance to households following an emergency declared by the President of the United States or by the Governor of the State of Florida. to be used for items such as, but not limited to emergency rental and utilities assistance for eligible applicants; and

WHEREAS, the CITY has allocated SHIP funds to provide grants to eligible Pembroke Pines residents for rent or utility payments during the COVID-19 pandemic; and

WHEREAS, the CITY of Pembroke Pines has designed a Rental Assistance and/or Utility Program (the "Program") designed to assist persons who have been impacted by the COVID-19 pandemic and who can document income hardship and otherwise meet the Program guidelines; and

WHEREAS, _____ (the "Tenant") has applied for and received a grant from Program funds to make certain lease payments to LANDLORD; and

WHEREAS, the CITY wishes to establish the terms and conditions under which the CITY will provide funds to LANDLORD to make rent payments for Tenant, with such rent payments considered to be an eviction protection payment (the "Eviction Protection Payment") to prevent the Tenant from eviction due to late or non-payment of rent for the reasons set forth below; and

WHEREAS, LANDLORD and the CITY wish to establish the terms and conditions under which the LANDLORD will receive the Eviction Protection Payment from the CITY.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Tenant; Dwelling Unit.

(a) This Agreement applies only to the following tenant(s) (collectively, the “Tenant”):

Names of all adults aged 18 or over:

(b) This Agreement applies only to the following dwelling unit (the “Dwelling Unit”):

(Address, Unit Number)

(CITY, State, ZIP)

2. Agreement Rent. The total monthly rent (the “Agreement Rent”) payable to the LANDLORD for the Dwelling Unit as set forth in a lease between the parties is \$_____.

3. Eviction Protection Payment.

The total Eviction Protection Payment payable to the LANDLORD for the Dwelling Unit is \$_____, representing Tenant’s rent for a period of _____month(s.) An Eviction Protection Payment shall not exceed **\$5,000.00.**

(a) CITY shall tender the Eviction Protection Payment to LANDLORD on behalf of the Tenant in accordance with and as permitted by the Program. The Eviction Protection Payment shall be for the amount herein set forth.

(b) If the Tenant terminates occupancy of the Dwelling Unit or if the LANDLORD evicts the Tenant in accordance with applicable laws, the LANDLORD must promptly notify the CITY in writing.

(c) The right of the LANDLORD to receive or retain an Eviction Protection Payment is conditioned upon compliance with all provisions set forth in this Agreement and the Tenant’s Application.

4 Eviction Protection. The Eviction Protection Payment is limited to the actual past due rent payments. The LANDLORD agrees not to evict Tenant and that Tenant will not be deemed in default under the lease for late payment of the rent amounts covered by the Eviction Protection payment. The CITY has no responsibility to pay the LANDLORD any portion of any amount in excess of the Eviction Protection Payment. An Eviction Protection Payment shall only be made if the Tenant is in danger of being evicted from a rental dwelling unit because of late or non-payment of rent due to:

1) Loss of work/pay due to involuntary job loss in line with the Coronavirus pandemic

2) Involuntarily loss of verifiable income from other sources (Temporary or permanent).

5. Term of Agreement; Survival. The CITY shall make the Eviction Protection Payment as promptly as practicable following execution of this Agreement. This Agreement shall be deemed effective upon execution by both parties, and shall terminate following the satisfactory completion of the Eviction Protection Payment disbursement to the LANDLORD or upon any default of this Agreement by the LANDLORD, whichever occurs first. The parties' rights and obligations under this Agreement will survive the termination of this Agreement. This Agreement may be terminated by the City for cause or for convenience, upon written notice to the LANDLORD.

6. Non-Discrimination. The LANDLORD shall not discriminate against the Tenant household in the provision of services or in any other manner because of race, color, creed, religion, ancestry, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status. LANDLORD shall cooperate with the CITY if compliance reviews or complaint investigations must be conducted under federal, state, or local civil rights laws or regulations.

7. Access to Dwelling Unit and Records. The LANDLORD shall provide any information with respect to this Agreement that the CITY reasonably requires. The LANDLORD shall permit the CITY or any of its authorized representatives to have access to the Dwelling Unit and the surrounding premises and to audit and examine any books, documents, papers, or records of the LANDLORD necessary to determine compliance with this Agreement.

8. Events of Default. The following shall constitute Events of Default under this Agreement:

(a) The LANDLORD fails to comply with any of the requirements or fulfill any of the obligations set forth in this Agreement.

(b) The LANDLORD commits any fraud or makes any false statement to the CITY in connection with this Agreement or the Program.

9. Rights and Remedies. Upon the occurrence of an Event of Default, and at any time thereafter until the Event of Default is cured to the satisfaction of the CITY, the CITY may exercise any or all of the rights and remedies available to it, including but not limited to requiring LANDLORD to pay to the CITY the entire amount of the Eviction Protection Payment and CITY may exercise any and all rights including the rights to bring any and all legal and/or equitable actions in Broward County, Florida, in order to enforce the CITY's right and remedies against the LANDLORD. The CITY shall be entitled to recover all costs of such actions including a reasonable attorney's fees, at trial and appellate levels, to the extent allowed by law. The CITY shall notify the LANDLORD in writing of the occurrence of any Event of Default and of any remedies that the CITY chooses to exercise.

10. Waivers. No waiver by the CITY of any default hereunder shall operate as a waiver of any other default, or of the same default on a future occasion. No delay on the part of the CITY in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies specified herein are cumulative and not exclusive of any

rights or remedies that the CITY would otherwise have.

11. Relationship to Third Parties.

(c) The CITY assumes no liability or responsibility for injury to any person injured as a result of the LANDLORD's action or failure to act in connection with this Agreement or as a result of any other action or failure to act by the LANDLORD.

(d) The LANDLORD is not the agent of the CITY, and this Agreement does not create or affect any relationship between the CITY and any lender to the LANDLORD or any suppliers, employees, contractors, or subcontractors used by the LANDLORD.

(e) Nothing in this Agreement shall be construed as creating any rights of the Tenant or other third party to enforce any provisions of this Agreement or to assert any claim against the CITY or the LANDLORD.

12. Assignment of Agreement. The LANDLORD shall not transfer or assign its rights under this Agreement without the prior written consent of the CITY. A change in ownership of the LANDLORD, such as a stock transfer or transfer of the interest of a limited partner, shall not constitute such a transfer or assignment; however, a transfer of a general partner's interest must be approved in writing by the CITY. The CITY shall consent to a transfer or assignment if the transferee is deemed acceptable to the CITY and agrees in writing, in a form acceptable to the CITY, to comply with all of the terms and conditions of this Agreement and the Program.

13. Amendment. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved, and signed by both parties. This Agreement contains all the terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties.

14. Governing Law and Entire Agreement. This Agreement shall be governed by the laws of the State of Florida and contains the entire agreement of the parties on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding.

15. Costs. All costs, including reasonable attorney's fees, which may be incurred by the CITY for the collection of any amounts which may become due the CITY hereunder, or which may be incurred by the CITY in the enforcement of the Agreement, terms, conditions, and obligations set forth herein, whether suit is brought forth or not, including but not limited to appellate proceedings, shall be assessed against and be the obligation of the LANDLORD.

16. Limitation of Liability. The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of the Agreement, so that its liability will never exceed the amount of the grant award. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CITY's liability as set forth in Chapter 768, Florida Statutes. Additionally, the CITY does not waive sovereign immunity, and no claim or award against the CITY shall include attorney's fees, investigative costs, or prejudgment interest.

ATTEST:

LANDLORD:

Witness

Print Name, Title

Witness

Signature (before Notary)
Dated: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me **by means of** **physical presence or**
 Online notarization, this ___ day of _____, _____(year), by
_____ who is/are personally known to me or who produced identification.

WITNESS my hand this _____ day of _____

ATTEST:

CITY:
CITY OF PEMBROKE PINES, a Florida municipal
corporation

Marlene Graham, City Clerk

By: _____
Charles F. Dodge, City Manager
Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Pembroke Pines only:

City Attorney