

# HOME Investment Partnerships Program

## Community Development Block Grant

### Rental Assistance Contract

This Tenant Based Rental Assistance contract (the “**Contract**”) is entered into between the **City of North Miami** (“Program Administrator”), **13055 NE 6<sup>th</sup> Ave Prestige Village, LLC** (“Owner”), and **Craig Baker** (“Tenant”) as of the “**Contract Start Date**” as such terms are identified in **Exhibit A, Project Specific Information**, attached to and incorporated within this Contract.

#### **SECTION 1 – OVERVIEW**

This Contract outlines the roles, responsibilities, and obligations of the Program Administrator, Owner, and Tenant under an emergency Tenant Based Rental Assistance (“**ETBRA**”) Program (the “**Program**”), as described herein, funded by the City of North Miami (the “**PJ**”), which is a participating jurisdiction under the HOME Investment Partnerships Program (“**HOME**”) administered by the United States Department of Housing and Urban Development (“**HUD**”) pursuant to 24 CFR part 92.

The purpose of the Program is to provide emergency housing assistance to assist the Tenant who has experienced financial hardship as a result of the COVID-19 pandemic pursuant to various flexibilities provided for in a HUD memorandum entitled “Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic,” issued on April 10, 2020, as amended (the “**April 2020 TBRA Memo**”) and extended through September 30, 2021 (the “extended waiver period”) on December 4, 2020.

In accordance with the terms of this Contract and Program requirements, the Program Administrator has reviewed the lease agreement for the housing unit identified in Exhibit A (the “**Unit**”) and will make a Rental Assistance Payment for three (3) months not to exceed Four Thousand Dollars (\$4,000.00) to the Owner for the Unit. Under the Program, the Tenant will reside in the Unit according to the terms and conditions of the lease, included as **Exhibit B** (the “**Lease**”) and this Contract. The Owner has leased the unit to the Tenant and will continue to lease the Unit to the Tenant for occupancy with assistance under the Program, according to the terms and conditions of the Lease and this Contract.

#### **SECTION 2 – TERM OF THIS CONTRACT**

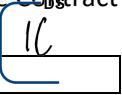
The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “**Contract End Date**” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result of default by the Owner or Tenant. The term of this Contract may not extend beyond September 30, 2021, unless HUD extends the waiver authority provided by the April 10, 2020 Memorandum extended by the December 4, 2020 Memorandum (the “extended waiver period”), in which case the Parties may agree to extend the Term of this Contract to no later than such new time as HUD’s waiver of the TBRA requirements in 24 CFR 92.209 expires.

#### **SECTION 3 – HOME ASSISTANCE TO BE PROVIDED**

The right of either the Owner or Tenant to receive TBRA Program assistance under this Contract is, at all times, subject to each party’s compliance with this Contract’s terms and requirements.

### **Rental Assistance Payment**

The rent due each month to the Owner under the Lease is identified in Exhibit A (the “**Contract Rent**”). The Owner shall not increase the ~~Contract Rent~~ during the term of this Contract.

Owner/Representative Initials: 

The Program Administrator will provide a one time “**Rental Assistance Payment**” in the amount identified in Exhibit A to the Owner on behalf of the Tenant. The Rental Assistance Payment will be credited against the Contract Rent otherwise due under the Lease.

The Tenant is responsible to the Owner for the “**Tenant Contribution**” identified in Exhibit A and any additional amounts due under the Lease not covered by the Rental Assistance Payment. Neither the Program Administrator nor the PJ assumes any obligation for the Tenant Contribution due monthly to the Owner, or the payment of any claim by the Owner against the Tenant. The Program Administrator's Rental Assistance Payment obligation is limited to making payment in the amount identified in Exhibit A on behalf of the Tenant to the Owner in accordance with this Contract.

## **SECTION 4 – OWNER REQUIREMENTS**

### **4.1 Owner Certification**

During the term of this Contract, the Owner certifies that:

- a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
- b) The Owner will comply in all material respects with this Contract; and
- c) The Unit is leased to and, to the best of the Owner’s knowledge, is occupied by the Tenant; and,
- d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator; and
- e) Other than the Tenant’s Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and
- f) To the best of the Owner’s knowledge, the Unit is used solely as the Tenant’s principal place of residence; and
- g) The Tenant does not own or have any interest in the Unit; and
- h) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family of the Tenant, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

### **4.2 Rental Assistance Payments and Overpayment**

The right of the Owner to receive payments under this Contract shall be subject to compliance with this Contract’s provisions. The Owner agrees that, absent written notice to the Program Administrator and

return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive evidence that the Owner received the full amount due.

Throughout the term of this Contract, Owner agrees to waive any late fees associated with the Rental Assistance Payment, provided that such payment is issued by the Program Administrator by the agreed upon date.

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IC

Owner/Representative Initials:

If the Program Administrator determines that the Owner was not entitled to any payments received, in addition to other remedies, the Program Administrator may require Owner to refund any overpayment to the Program Administrator.

#### **4.3 Property Standards**

Owner must maintain the Unit, and any common areas of the property accessible to the Tenant under the Lease, in decent, safe and sanitary condition and comply with all applicable state or local codes and requirements for rental properties.

Upon notice by the Program Administrator following any inspection (whether conducted in-person or virtually in accordance with the Program guidelines), Owner will promptly correct any violations of Program requirements and this Contract. If the Owner fails to correct such violations, the Program Administrator may terminate this Contract and the Rental Assistance Payment even if the Tenant continues occupancy under the Lease.

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Owner/Representative Initials:

#### **4.4 Lead Based Paint**

In accordance with 24 CFR 92.355, Owner will incorporate ongoing lead-based paint maintenance activities into regular building operations and will maintain all painted surfaces in the Unit and common areas accessible by the Tenant, conduct visual assessment of painted surfaces at least annually, and stabilize deteriorated paint following safe work practices.

#### **4.5 Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a) The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract. Eligibility for HUD's programs, including this Program, must be made without regard to actual or perceived sexual orientation, gender identity, or marital status; and
- b) The Owner must cooperate with the Program Administrator and HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with this Contract; and
- c) The Owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and HOME Program regulations.

#### **4.6 Inspections, Records, and Cooperation**

The Owner agrees to provide any information pertinent to this Contract which the Program Administrator, PJ, or HUD may reasonably require. Further, upon reasonable notice to the Owner, Owner agrees to

provide access to the Program Administrator, PJ, HUD, or their representatives to the Unit, the property on which the Unit is located, and the Owner's records (wherever located) relevant to this Contract and compliance with Program requirements. The Owner further agrees to provide access to such records to the Comptroller General of the United States (commonly known as the Government Accountability Office or "GAO"). The Owner must grant access to relevant computerized or other electronic records and to any computers, equipment, or facilities containing such records, and must provide any information or assistance needed to access the records. Such rights to inspect and review will not expire until five (5) years after the date of expiration or termination of this Contract.

## SECTION 5 – TENANT REQUIREMENTS

### 5.1 Tenant Certification and Representations

During the term of this Contract, Tenant hereby certifies that:

- a) Tenant has truthfully and fully disclosed all information required by the Program Administrator in Tenant's application for assistance, including but not limited to disclosure of all household income; and
- b) The Unit is the Tenant's primary place of residence; and
- c) Other than the Rental Assistance Payment, the Tenant has not received and will not receive any payments or other consideration (from a federal agency or any other public or private source) for rental of the Unit during the Term of this Contract other than those disclosed to the Program Administrator in the application for assistance or as otherwise required herein; and
- d) Tenant has not and will not sublet the Unit, allowed undisclosed persons to occupy the Unit as part of the Tenant's household; and
- e) The Tenant does not own or have any interest in the Unit; and,
- f) The Tenant (including a principal or interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Owner's family, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving assistance to the Tenant, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities; and
- g) As of the date of this Contract, the Tenant's household occupying the unit includes the following members:

Name (First, M., Last)	Party to Lease	Minor/Under 18
Craig Baker	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### 5.2 Tenant Obligations

During the term of this Contract, Tenant will:

- a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and
- b) Comply with the Lease in all material respects; and
- c) Promptly notify the Program Administrator of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and

- d) Pursuant to the Lease and the Contract, provide access to the Unit to the Program Administrator, PJ, HUD, or their authorized representatives for the purpose of conducting inspections; and
- e) Provide such information or documentation required by the Program Administrator, PJ, or HUD to determine compliance with this Contract, Program requirements, or other applicable federal laws and regulations; and
- f) Provide prompt notice to the Program Administrator of the anticipated receipt of other rental assistance from any other source whether public or private, including but not limited to the Section 8 Housing Choice Voucher Program.

## **SECTION 6 – PROGRAM ADMINISTRATOR ROLE**

The Program Administrator will (i) determine Tenant and Owner's eligibility for participation in the Program, (ii) monitor Tenant and Owner's compliance with the terms of this Contract, the Program, and HOME regulations, and (iii) provide HOME Assistance to or on behalf of the Tenant as described herein.

The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of either the Owner or Tenant's action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by either the Owner or Tenant.

The Owner is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Owner, or any suppliers, vendors, employees, contractors, or subcontractors used by the Owner in connection with this Contract.

The Program Administrator does not guarantee and is in no way responsible to the Owner for Tenant's performance under the Lease or for any damages of any sort caused by the Tenant's action or failure to act under the Lease.

Nothing in this Contract shall be construed as creating any right of:

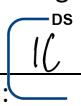
- a) The Tenant to enforce this Contract against the Owner; or
- b) The Owner to enforce this Contract against the Tenant; or
- c) For either the Owner or Tenant to make any claim against HUD or PJ; or
- d) For either Owner or Tenant to make any claim against the Program Administrator other than for the payment of the Rental Assistance Payment due under this Contract.

Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

## **SECTION 7 – MODIFICATIONS TO LEASE**

Notwithstanding any other provisions in the Lease, during the term of this Contract Owner and Tenant mutually agree that:

- a) Termination of Tenancy. Any termination of the lease must also comply with all applicable state or local laws, ordinances, regulations, or similar requirements, including as may be applicable emergency orders restricting evictions during declared emergencies or disasters; and

Owner/Representative Initials: 

Tenant Initials: 

## **SECTION 8 – DEFAULT AND ENFORCEMENT**

### **8.1 Default**

Any of the following will be deemed a default under this Contract:

- a) Any violation of this Contract by the Tenant or Owner; or
- b) A determination by the Program Administrator that the Tenant or Owner has committed fraud or made a false or materially incomplete statement in connection with the Program or this Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program; or
- c) Any fraud, bribery, or any other corrupt or criminal act by a party to this Contract in connection with any Federal Housing assistance program; or
- d) Any determination, in the sole and exclusive judgement of the Program Administrator, that either Tenant or Owner has materially violated the terms of the Lease.

### **8.2 Enforcement**

In the event of a default, the Program Administrator will notify the defaulting party in writing, specifying the nature of the default, required corrective actions, and the deadline for correction. In the event the defaulting party does not cure the default within the time period provided, as may be appropriate based on the defaulting party and nature of the default, Program Administrator may:

- a) Terminate the Owner's or Tenant's participation in the Program and cancel future payments to or on behalf of the Tenant; or
- b) Require the return of payments related to the default made under this Contract; or
- c) Apply to any appropriate court, state or federal, for specific performance, in whole or in part, of the provisions and requirements contained herein or for an injunction against any violation of such provisions and requirements; or
- d) Apply to any appropriate court, state or federal, for such other relief as may be appropriate and allowed by law, since the injury to the Tenant or Program Administrator arising from a default under any of the terms of this Contract would be irreparable and the amount of damage would be difficult to ascertain.

Any delay by the Program Administrator in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order), or concurrently, and as often as the occasion therefore arises.

## **SECTION 9 – MISCELLANEOUS PROVISIONS**

### **9.1 Conflict of Interest**

Pursuant to HOME regulations at 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the PJ or the Program Administrator, individually known as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under this Program or to have a financial interest in or obtain a financial benefit from any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Contract or the proceeds from such activities. This provision applies to both Covered Persons and those with whom they have business or

immediate family ties, during their tenure with the PJ or Program Administrator and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

Owner hereby certifies that, to the best of its knowledge and belief, it has no Conflict of Interest associated with participation in this Program. Owner, including the underlying individual owners if the Owner is a corporation, partnership, or other such entity, is not a Covered Person or an immediate family member of a Covered Person and has no business relationships with a Covered Person.

Tenant hereby certifies that, to the best of its knowledge and belief, they have no Conflict of Interest associated with participation in this Program. Neither Tenant nor another member of the household is a Covered Person or an immediate family member of a Covered Person and has no business ties with a Covered Person.

## **9.2 Assignment**

Neither the Owner nor the Tenant may transfer or assign this Contract to any other party without the prior written approval of the Program Administrator. Any approval of assignment will be in the sole discretion of the Program Administrator and, if approved, is contingent upon the assignee assuming all obligations of the assigning party in writing.

If the Owner requests the Program Administrator consent to assign this Contract to a new owner, the Owner shall supply any information as required by the Program Administrator pertinent to the proposed assignment.

## **9.3 Entire Contract, Interpretation, and Amendments**

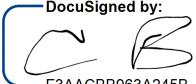
- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted and implemented in accordance with all Program requirements, statutory requirements, and HUD requirements, including the HOME program regulations at 24 CFR part 92 and the April 2020 TBRA Memo. The determination of the Program Administrator, who may seek input from PJ and/or HUD as appropriate, will be final.
- c) No changes or amendments may be made to this Contract except those made in writing and signed by all parties hereto.

## **9.4 Headings and Pronouns**

The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.

**IN WITNESS THEREOF**, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

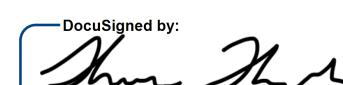
<b>Owner</b>	DocuSigned by:  205B6D0C392A474 Owner/Landlord Representative Signature	Immacula Carpentier 13055 NE 6th Ave Prestige Village, LLC Owner/Property Manager	Date: 2/3/2021
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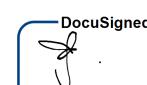
<b>Tenant</b>	DocuSigned by:  F3AACBB963A245B... Signature	Craig Baker Tenant	Date: 2/3/2021
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<b>Program Administrator</b>	DocuSigned by:  B98C99AB13E54BA Authorized Representative Signature	Alberte Bazile Program Administrator	Date: 2/3/2021
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**Attest:** **City of North Miami, a Florida Municipal Corporation**

<b>Approve as to Form and Legal Sufficiency</b>	DocuSigned by:  8AF8443D744D491... Signature	Jeff P.H. Cazeau, Esq. City Attorney	Date: 2/3/2021
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	DocuSigned by:  E0514CC216694D9... Signature	DS THTS1 Theresa Therilus, Esq. City Manager	Date: 2/8/2021
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	DocuSigned by:  BB47A3B4B262492... Signature	Vanessa Joseph, Esq. City Clerk	Date: 2/8/2021
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## EXHIBIT A: PROJECT SPECIFIC INFORMATION

Parties to this Contract		
<b>Program Administrator</b>	City of North Miami	
<b>Owner</b>	13055 NE 6th Ave Prestige Village, LLC	
<b>Tenant</b>	Craig Baker	
Contract Dates		
<b>Contract Start Date:</b> 2/8/2021	<b>Contract End Date:</b> 09/30/2021	
Unit & Lease Information		
<b>Unit</b> (Address and Unit #): 13055 NE 6 Avenue, Apt 408, Miami, FL., 33161		
Lease Start Date: 08/04/2017	Lease End Date: Month-To-Month	
<b>Contract Rent</b> (total due under Lease): \$1,450.00 per month		
Rental Assistance		
<b>Tenant Contribution:</b> \$ per month	<b>Rental Assistance Payment:</b> \$4,000.00 (Sept, Oct and part of Nov; Max \$4,000.00)	
Rental Assistance from Other Programs		
Is other rental assistance (e.g. Section 8/State/Local funds) received? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, monthly amount of \$0.00 paid to <input type="checkbox"/> Tenant or <input type="checkbox"/> Owner from (source):		
Payment Information		
<b>Rent Payable to:</b>	13055 NE 6th Ave Prestige Village, LLC	
<b>Mailing Address:</b>	14050 NE 6 Avenue, Office 100, North Miami, FL., 33161	
<b>Electronic Payment Instructions</b>	Financial Institution:	N/A Check will be issued to Landlord/Owner
	Routing Number:	
	Account Number	
	Account Holder Name:	

**EXHIBIT B: EXISTING LEASE**

*{Attach copy of the Lease for the HOME-TBRA assisted Unit}*

Management Company Name: 13055 NE 6<sup>th</sup> Ave Prestige Vill  
Office Address: 14050 NE 6<sup>th</sup> Ave, Office 102  
North Miami, FL 33161

North Miami Housing & Social Services Department  
Emergency Tenant-Based Rental Assistance Program  
13753 NW 7<sup>th</sup> Avenue  
North Miami, FL 33168

Date: 1/20/2021

Re: Tenant Occupancy / Month to Month rental

To whom it may concern:

Tenant's name resides at

Grace Baker, 13055 NE 6<sup>th</sup> Ave, #1408, NM, FL since 33161  
08/04/2017

The tenant is on a month to month lease agreement.

The rent amount is \$ 1,450.00 per month.

Should you have any queries or require additional information, you may reach me at 305-222-7954.

Regards,

Immacula Carpentier  
Immacula Carpentier

Leasing Director

Name of the management company

Email: [immacula@gpestates.com](mailto:immacula@gpestates.com)



## Emergency Tenant-Based Rental Program Application

### Property Owner Certification

#### I. Owner/Landlord Contact Information

Legal Name of Property Owner: <i>ELVIS Demeril</i>	Operating Name/DBA of Property Owner (if different): <i>13055 NE 6th Ave Prestige Village LLC</i>	
Contact Person Name:	Telephone: <i>305-222-7954</i>	
	Email: <i>Immaculad@gestates.com</i>	
Address: <i>14050 NE 6th Ave Office 100 North Miami, FL 33161</i>	City: <i>North Miami</i>	State: <i>FL</i> Zip Code: <i>33161</i>

#### II. Tenant, Lease, & Payment Information (Attach a copy of the lease/proposed lease)

Tenant Name(s): <i>Craig Baker</i>	Address (Street/Apt./Unit#): <i>13055 NE 6th Ave Apt 408 North</i>	Unit Size: No. of bedrooms: 1 No. of bathrooms: 1
Lease Start Date (mm/dd/yyyy): <i>Month-To-Month</i>	Lease Expiration Date (mm/dd/yyyy):	Monthly Rent: <i>\$1,450.00</i>
Payee Name: <i>13055 NE 6th Ave Prestige Village</i>	Due Date & Grace Period: <i>3</i>	Back Rent Due and Period Covered: (if applicable) <i>\$7,645.00 due from:</i>
Bank Routing #:	Bank Account #:	

Does the owner currently receive other rental assistance (e.g. programs funded with federal/state/local funds or private philanthropic funds) on behalf of the tenant?

Yes  No

If yes, please describe:

#### III. Conflict of Interest

This CDBG/HOME ETBRA program is funded by the United States Department of Housing and Urban Development (HUD) and administered by the City of North Miami, Housing and Social Services Department. The program is subject to conflict of interest rules intended to ensure all applicants are treated fairly and no one, by virtue of their position, unduly influences the selection or assistance approval process. Applicants must declare whether or not they, or any member of their household, has a potential conflict of interest by checking one of the statements below:

- I am not an employee, agent, consultant, officer, or elected official or appointed official of the City of North Miami, nor am I the immediate family member of nor do I have business ties with any such person.

- I cannot check the box above and do have a potential conflict of interest as described in the space below. (Note, having a potential conflict does not automatically disqualify an applicant but triggers additional reviews which may determine that no conflict exists, that a conflict exists and that an exception will be sought from HUD, or that the applicant is conflicted and may not be assisted.)

Describe potential conflict of interest (if applicable):



## Emergency Tenant-Based Rental Program Application

### IV. Unit Condition Checklist

CDGB/HOME-funded ETBRA requires assisted units to initially meet and be maintained to certain basic housing quality standards. Due to social distancing, in lieu of inspections by the Program Administrator, owners/representative should complete the following checklist for each assisted unit. Any deficiencies identified below MUST be corrected prior to the award of assistance, and subsequent deficiencies identified during the term of assistance must be corrected to continue participation in the program. Units built prior to 1978 that are occupied by any child 5 or under must pass a lead-based paint visual inspection.

Was the housing unit originally built:  Prior to 1978  1978 or After

Is the housing unit <u>free of</u> the following health and life safety conditions?	Yes	No	Unknown
Exposed bare wires or openings in electrical panels, outlets, or junction boxes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leaking water, puddling, or ponding on or near any electrical apparatus or outlet?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of mold or mildew, especially in bathrooms and/or air outlets?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Strong propane, natural gas, or methane gas odors?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Strong sewer odors?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any physical/structural defect(s) that pose a tripping risk in the unit or in common stairways or hallways?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of rodent and/or insect infestation, especially in areas of food storage/prep?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any sharp edge or physical/structural defect(s) that could cause bodily harm (e.g., cuts, skin puncture, etc.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are common areas accessible to the tenant <u>free of</u> the following health and life safety conditions?	Yes	No	Unknown
Emergency exit(s) that cannot be used/accessed for any reason?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Missing exit signs or exits signs that are not clearly illuminated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
An elevator(s) misaligned with the floor by more than $\frac{1}{4}$ inch? (e.g. the elevator(s) does not level as it should)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flammable materials that are improperly stored?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: Free of any other general defect(s) or hazards that pose a health and/or safety risk. If no, explain:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the housing unit contain the following basic livability features?	Yes	No	Unknown
Working/operable lock(s) on all windows and doors that can be reached from the outside?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At least one working smoke detector on each level of the unit, including the basement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lights that work in all common hallways and interior stairwells?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceilings, walls, and floors in good condition? (no large cracks, holes, bulging, chipped/peeling plaster/paint, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A living room?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ At least two electrical outlets, or one outlet and a permanent overhead light fixture?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ At least one window? (all windows must be in good condition)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A kitchen?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ Storage, preparation, and serving space for food?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ At least one electrical outlet and one permanent light fixture?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ A working stove (or range) and oven? (tenant owned/supplied is acceptable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ A refrigerator that keeps temperatures low enough that food does not spoil?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ A sink with hot and cold water? (a bathroom sink will not satisfy this requirement)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A bathroom?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ A window that opens and/or a working exhaust fan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ A flush toilet that works?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ A sink and tub/shower with hot and cold water? (a kitchen sink will not satisfy this requirement)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ At least one permanent overhead or wall light fixture?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other rooms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
■ At least one operable window in every room used for sleeping?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please use space below to clarify, elaborate, or add information about the condition of the unit:			



## Emergency Tenant-Based Rental Program Application

### V. Intent to Participate

*As the owner or authorized owner representative, I intend to participate in the CDBG/Emergency HOME Tenant-Based Rental Assistance program. I understand that:*

- I/we may be required to provide access to the unit for purposes of a physical inspection, including a lead-based paint visual inspection, and that any deficiencies identified in Section IV or an inspection must be corrected prior to approval;
- I will be required to execute a three-party Rental Assistance Contract with the tenant and the City of North Miami, Housing and Social Services Department;
- In no case will the term of assistance under the program extend beyond December 31, 2020.

### VI. Owner/Landlord Certification

I certify under penalty of perjury that the above information is complete and accurate to the best of my knowledge. I understand that Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willfully making a false or fraudulent statement to a department of the United States Government. I understand that additional state or local civil and/or criminal penalties may also apply to the submission of materially false or incomplete information, and I may be required to repay any funds received. I agree to provide any additional documentation required by the program administrator to document participation in the program.

  
Owner/Landlord Representative Signature

Elvis Dumenil  
Print Name

1/5/2021  
Date (mm/dd/yyyy)



# Emergency Tenant-Based Rental Program Application

## Vendor Registration Form

### Procurement Code

The City of North Miami Procurement Code describes the rules and regulations used in the operation of the Purchasing Department and is available for review online on the [Municode Website](#).

#### Prohibition on Use of Expanded Polystyrene and Single-Use Plastic Beverage Straws

Pursuant to Section 7-201 of the Procurement Code, City contractors and special event permittees shall not sell, use, provide in, or offer the use of expanded polystyrene food service articles or single-use plastic beverage straws in City facilities or on City properties. City contractors shall not sell or use expanded polystyrene or single-use plastic beverage straws within the City or while completing their duties to the City under contract. A violation of this section shall be deemed a default under the terms of the City contract, lease or concession agreement and is grounds for revocation of a special event permit. This section shall not apply to expanded polystyrene food service articles or single-use plastic beverage straws used for prepackaged food that have been filled and sealed prior to receipt by the City contractor or special event permittee.

### Vendor Information

**\* INDICATES REQUIRED FIELDS**

Date: 1/5/2021

*Business Name:	<u>3055 NE 6th Ave Prestige Village LLC</u>	Contact Person Title:	<u>Leasing Director</u>
*Contact Person Name:	<u>Immacula Carpenter</u>	Alternate Phone Number:	
*Contact Phone Number:	<u>305-222-7954</u>	*E-Mail Address:	<u>Immacula@prestige.com</u>
Fax Number:		FEIN Number (If none, enter Social Security No.):	<u>81-3249605</u>
Website:	<u>14050 NE 6th Ave, Office 100</u>		
*Mailing Address:	<u>North Miami, FL 33161</u>		
Remit to Address:			

### Purchase Orders

\*Indicate which method(s) you prefer to have purchase orders delivered:

E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

### Local Vendor Minority Business Survey

The City of North Miami tracks the status of local and minority businesses. Please check the box(es) below to indicate the applicable status of your business:

<input type="checkbox"/> African American Owned Business	<input type="checkbox"/> Woman Owned Business
<input type="checkbox"/> Hispanic American Owned Business	<input type="checkbox"/> Local North Miami Business
<input type="checkbox"/> Asian American Owned Business	<input type="checkbox"/> Small Business Enterprise
<input type="checkbox"/> Native American Owned Business	<input type="checkbox"/> Other: _____



## Emergency Tenant-Based Rental Program Application

### Services/Commodities Provided

\*Indicate what types of services your company provides by providing the respective commodity codes. Please refer to the Commodity Code Listing available on the Purchasing Department Website.

Rental

### Vendor Disclosure

Have any of the Owners or Officers of the Vendor seeking registration been an employee of the City of North Miami within the last two (2) years:

No

Yes (Explanation: \_\_\_\_\_)

### Authorized Company Representative

Provide the following information for a company representative who is authorized to sign bids, offers, and contracts:

Name: Esaié Demeril

Title: Property Manager

Phone: 305-222-7954

Fax: \_\_\_\_\_

E-Mail Address: Immaculadgpestate.com

### Local Government Prompt Payment Act

Payments made by City of North Miami are governed by the Local Government Prompt Payment Act (Sections 218.70 through 218.80 of the Florida Statutes) and in accordance with the City's policies and procedures.

### W-9 Form

The Internal Revenue Service (IRS) requires that the City have on file a completed W-9 for all vendors. Please complete the attached IRS W-9 Form and submit it to the City along with this Vendor Registration Form.

### Acknowledgement

The vendor submitting this Vendor Registration form acknowledges that they have read and agree to abide by the City of North Miami (City) Procurement Code and have also reviewed the City's Vendor Guide. The vendor further acknowledges that no conflict of interest exists nor will any conflict of interest be created by becoming a registered vendor and/or contracting with the City.

Esaié Demeril  
Authorized Representative Signature

1/5/2021  
Date

Esaié Demeril  
Authorized Representative Name (Print)

Property Manager  
Authorized Representative Title

13753 NW 7 Avenue  
North Miami, FL 33168

Housing and Social Services Department

Phone: (305) 895-9895  
REVISED 9/2020

**W-9**

Form  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
*13055 NF 6th Ave Prestige Village LLC*

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► *C*  
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

5 Address (number, street, and apt. or suite no.) See instructions.

*14050 NF 6th Ave, office 100*

Requester's name and address (optional)

6 City, state, and ZIP code

*North Miami, FL 33161*

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
-		
<input type="text"/>	<input type="text"/>	<input type="text"/>
-		
<input type="text"/>	<input type="text"/>	<input type="text"/>

or

Employer identification number			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
-			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*81 - 3249605*

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of  
U.S. person

Date ► *11/5/2021*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*