

CITY OF DORAL

FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ **day of** ____, ____ (“Effective Date”) by and between the **City of Doral**, Florida, (“City”) and _____, owner of a property located at _____ whose Federal I.D. No. is _____ (“Recipient”).

RECITALS

WHEREAS, the City is desirous of encouraging activities which contribute to the enhancement of redevelopment activities within the City; and

WHEREAS, the Doral Façade Improvement Grant Program (“Program”) provides financial assistance to businesses, homeowner associations and property owners in the City in order to stimulate private sector investment, beautification, economic growth and job creation in the City by improving the appearance of the buildings within City boundaries; and

WHEREAS, the Program will provide financial assistance by contributing up to 50% of the costs of approved improvements, in an amount not to exceed \$10,000 per project, associated with façade and beautification projects for properties throughout the City limits; and

WHEREAS, pursuant to the Program, _____, as a duly authorized representative of Recipient, applied for a Grant to assist the Recipient in making exterior property improvements to the property located at _____; and

WHEREAS, after reviewing the application submitted by Recipient, the City has found and determined that it would be beneficial to its economic development and beautification efforts to support Recipient’s improvement project through a grant of funds upon the terms and conditions hereinafter described; and

NOW, THEREFORE, for the mutual considerations described herein and other good and valuable consideration, the parties agree as follows:

I) CITY Obligations and Responsibilities:

- (A) Upon Recipient completing construction of the comprehensive exterior improvements more particularly described in Exhibit “B” (the “Project”), provided the same are deemed acceptable to the City Manager and upon receipt of all documentation relating to the project’s improvement costs, the City shall reimburse Recipient for 50% of the construction cost up to a maximum grant of \$_____. In the event that Recipient fails to complete the Project by the Completion Date, as the term is defined in subsection II(F), the City shall not be liable for reimbursement for any construction costs unless the City Manager agrees in writing.
- (B) The City shall not be liable for payments for work beyond the scope of the City authorized improvements, nor shall the City be liable for improvements which are made after the Project is completed, or after the City has authorized reimbursement to the Recipient.

- (C) The City shall not be a party to nor is it liable for any contractual payments to any contractors, architects or other third parties retained by Recipient or associated with the Project. Payments to any of the Recipient's contractors, architects or other parties are the sole responsibility of the Recipient.

II) Recipient Obligations and Responsibilities:

- (A) Recipient acknowledges and agrees that the payment of grant funds by the City shall be paid solely on a reimbursement basis and shall only be for 50% of the construction cost of the Project, up to a maximum grant amount of \$_____; and
- (B) Recipient acknowledges and agrees that the grant funds will be limited to reimbursements for the specific Project approved by the City on the property located at, _____, as more particularly set forth in Exhibit "B"; and
- (C) Recipient represents and warrants that it is the owner of the subject property, or if the Recipient is not the owner, it has received the owner's written consent to improve the subject property (letter of consent/authorization is attached hereto as Exhibit "A") and as such it is authorized to contract for exterior property improvements; and
- (D) If not already provided to the City, the Recipient shall provide to the City a final design sketch of the exterior property improvements along with the selected contractor's bid for the improvements; and
- (E) In addition to the bid provided in II(D), above, Recipient shall be required to provide at least two additional comparable estimates by licensed contractors. All general exterior property improvements for the Project shall be consistent with all applicable Federal, State and City of Doral codes and design regulations; and
- (F) Recipient agrees that the Project, as set forth in Exhibit "B," shall be completed by _____ (the "Completion Date") and no grant fund reimbursement payments shall be made prior to successful completion as determined by the City; and
- (G) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations; and
- (H) Recipient shall maintain books, records, and documents and adequate internal controls concerning the Project, to sufficiently and properly reflect all expenditures of funds that will be subject to reimbursement by the City under this Agreement; and
- (I) Recipient shall make all books pertaining to the business and Project available to the City for inspection, review or audit purposes at all reasonable times upon demand the term of this Agreement and for three (3) years thereafter; and
- (J) The Recipient shall submit to the City not more than sixty (60) days after the Project is completed, all supporting documentation to verify the expenditures for which it seeks reimbursement, including but not limited to paid receipts, two color photographs of the completed exterior property improvements and documentation relating to the construction costs expended for the Project. The sufficiency of the documentation for verification of expenditures is at the City's sole discretion and determination. The

Recipient shall not be provided reimbursement for work performed that is not adequately documented as having been complete and paid; and

- (K) The Recipient and or the Recipient's contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Recipient shall maintain, at its own expense, General Liability Insurance covering the subject property and the resultant uses thereof in the amount of \$1,000,000.00 and will maintain property damage coverage for a minimum of \$100,000.00 the premium of which shall be paid prior to execution of this Agreement. Said insurance shall name the City as an additional insured; and shall provide that the City will receive notice of any cancellation or change in coverage. Recipient shall furnish City with certificates of Insurance. Any lapse of this coverage during this period of the Agreement shall be grounds for termination of the Agreement by the City.

(III) Representations

As a material consideration in granting the funds which are the subject of this agreement, the City has relied upon the following representations of the Recipient:

- (A) Recipient, or any of its officers, directors, or employees has not been convicted of any felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.
- (B) To the best knowledge of the Recipient, there is no action, investigation or proceeding pending against the Recipient or any of its officers, directors or employees involving dishonesty, fraud, misrepresentation, moral turpitude or like matters, nor is there any factual basis which is likely to give rise to such an action, investigation or proceeding.
- (C) The Recipient is a duly authorized representative of the business and is authorized to execute this Agreement.
- (D) The Recipient shall comply with all applicable laws and procedures in connection with the expenditure of funds including but not limited to obtaining all necessary permits and licenses.

(IV) Term of Agreement

This Agreement shall commence upon execution and shall expire sixty (60) days after the Completion Date. In the event that the Recipient fails to complete the Project within one (1) year from the Effective Date of this Agreement, City reserves the right to terminate this Agreement upon twenty-four (24) hours' notice to Recipient.

(V) Designated Representatives

The names and addresses of the Designated Representatives of the parties in connection with this Agreement are as follows:

AS TO AGENCY:	City Manager
	City of Doral, FL
	8401 NW 53 rd Terrace
	Doral, FL 33166

WITH A COPY TO: **City Attorney**
City of Doral, FL
8401 NW 53rd Terrace
Doral, FL 33166

AS TO RECIPIENT: _____

WITH A COPY TO: _____

(VI) Additional Terms and Conditions

- (A) Limitation of Liability, Indemnification and Hold Harmless. Recipient acknowledges that the City is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, to the fullest extent permitted by law, Recipient shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Recipient and persons employed or utilized by the Recipient in the performance of this Agreement or in relation to the Project. This indemnification shall survive the term of this Agreement.
- (B) Recipient agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the City and the Recipient as an agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.
- (C) Recipient may not assign any rights under this Agreement without the prior written consent of the City, which may be withheld in its sole discretion.
- (D) The name and address of the official payee to whom payments hereunder will be made is:

- (E) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Miami-Dade County, Florida. No remedy herein conferred upon any part is intended to be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other of further exercise thereof.
- (F) This Agreement may only be amended or modified by an instrument in writing signed by both parties.
- (G) The Recipient acknowledges and agrees that the City may in its sole discretion discontinue this program at any time. At all other times, either party can cancel this Agreement by thirty-(30) days written notice to the other. In the event that Recipient cancels this Agreement, the City shall not be liable to any

contractor (s) or subcontractor (s) with relation to any work performed pursuant to the contract between Recipient and the Contractor(s) or subcontractor(s).

- (H) As a condition of receiving funds under this Agreement, Recipient must agree to keep the façade improvements or Project well maintained, and to refrain from substantial modification of same, for a period of one (1) year. Removal, substantial alteration, or failure to maintain the façade improvements or Project with the specified time frame shall be cause for the City to demand reimbursement of granted funds. Upon demand from the City, the Recipient's failure to repair and/or replace the improvements or to reimburse the granted funds may cause the City to place a lien on the property for the amount of granted funds and administrative fees. The Recipient further agrees to execute, as a condition to this Agreement, a covenant or other instrument in a form prescribed by the City which will be recorded in the Public Records as an encumbrance upon the property for one (1) year from the Project Completion Date.

(VI) Public Records Law.

The Recipient shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Recipient and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Recipient shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Recipient does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Recipient transfers all public records to the City upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Recipient fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Recipient fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Recipient by and through its authorized representative, who has been duly authorized to execute same.

ATTEST:

DORAL, FLORIDA

CONNIE DIAZ, CMC
CITY CLERK

ZEIDA SARDIÑAS
CITY MANAGER

Approved as to Form and Legality for
the Use and Reliance of the City of Doral,
Florida, only.

LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

AS TO RECIPIENT

ATTEST:

CORPORATE SECRETARY

By: _____

Signature

Print Name: _____

Title: _____