

**EXHIBIT "C"**  
**CITY OF NORTH MIAMI**  
**HOME INVESTMENT PARTNERSHIP PROGRAM**  
**REHABILITATION AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of, **December 2014**, by and between the following parties: **IRMA MILFORT** (Owner), owners of the subject property; the **CITY OF NORTH MIAMI** (City), a Florida municipal corporation, having its principal office at 776 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161; and **ALL DADE GENERAL**. (Contractor), having its principal business address at, 830 East 9<sup>th</sup> Place, Hialeah, Florida 33010 (Parties), regarding the rehabilitation of real property legally described as:

**Lot 4, in Block 3, of KIRKPATRICK ADDITION, according to the Plat thereof, as recorded in Plat Book 49, Page 52, of the Public Records of Miami-Dade County, Florida a/k/a 1330 N.E. 129 Street, North Miami, Florida 33161 (subject property)**

**WITNESSETH:**

**WHEREAS**, the Federal Department of Housing and Urban Development (HUD) has provided HOME Investment Partnership Program (HOME) to local governments designed to address housing, economic development and infrastructure needs of the community that primarily benefit very low and low income persons; and

**WHEREAS**, the City of North Miami (City) has determined through its Consolidated Plan for HOME funds (Program), adopted by the Mayor and City Council in June, 2005, to provide assistance to eligible homeowners within the City for the purpose of rehabilitating their properties (Project), in accordance with HOME criteria specifically described in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990; 24 CFR Part 570; 42 U.S.C. 5301 et seq.; and

**WHEREAS**, the Owner proposes to finance the cost of the rehabilitation work provided for in this Agreement with funds made available to the Owner from the City of North Miami using HOME funds; and

**WHEREAS**, the Owner has accepted the Contractor's bid for the performance of such rehabilitation work and said rehabilitation work has been approved by the City and the Owner desires to engage the above contractor to perform such rehabilitation work in accordance with the provisions of this Agreement.

**NOW, THEREFORE**, in consideration of their mutual promises, the Owner and the Contractor do hereby mutually agree as follows:

**ARTICLE 1 – Contract Documents**

The Contract Documents which comprise this Rehabilitation Agreement consist of this Agreement, as executed on behalf of the Owner and the Contractor, and the following additional documents:

- **Exhibit "A"** – Rehabilitation Agreement Addendum

- **Exhibit “B”** - Scope of Services
- **Exhibit “C-1”** - Federal Assurances and Requirements

#### **ARTICLE 2 – Contract Price**

Upon satisfactory completion of the Rehabilitation Work provided for in this Agreement, the Contractor shall be paid the amount of **\$36,000.00** hereinafter called the “Contract Price”, which shall constitute full and complete compensation for the Contractor’s performance of the Rehabilitation Work provided for in this Agreement. At no time will the Contract Price exceed the maximum allowable HOME rehabilitation funding made available to the owner.

#### **ARTICLE 3 – Time of Performance**

Contractor agrees to start work within ten (10) working days after receipt of a written Notice to Proceed. If Contractor fails to commence work within thirty (30) days of the date of the Owner’s notification to commence, Owner shall have the right to terminate this Agreement. Such notice of termination shall be in writing.

The Contractor agrees to complete, free of liens or rights of liens of contractors, mechanics, materialmen or laborers, all work listed in Exhibit B, Scope of Services within 90 days after the Notice to Proceed is given, subject to extensions approved by the Owner and the City

The contractor agrees that time is of the essence of this Agreement and extensions shall be limited to unforeseeable circumstances. In the event Contractor fails to complete work within the agreed upon time period and fails to provide evidence of good cause for such delay, Contractor may be held in default under the terms of this Agreement.

#### **ARTICLE 4 – Scope of Work**

Contractor acknowledges that it has prepared the Contractor’s bid proposal and that such proposal is accurate and consistent as to the name of the Contractor, scope of work that the Contractor will undertake, and price. Contractor shall furnish all necessary materials, equipment, tools, labor, and supervision necessary to perform in a competent and workmanlike manner, all of the rehabilitation work provided for in this Agreement relating to the described property.

#### **ARTICLE 5 – Change Orders**

Owner and Contractor expressly agree that no material changes or alterations in the description of work or price provided in the Contract Documents shall be made unless in writing and mutually agreed to by both parties and written authorization from the City of North Miami.

#### **ARTICLE 6 – Notice to Proceed**

Contractor shall not commence the rehabilitation work provided for in this Contract until the City has issued a Notice to Proceed to the Contractor.

#### **ARTICLE 7 – Permits and Codes**

The Contractor shall secure and pay for all necessary permits and licenses required in connection with the performance of the rehabilitation work provided for in this Contract, and shall perform such work in full compliance with all applicable codes, ordinances of the City, Miami-Dade County and the State of Florida including local building and housing codes.

#### **ARTICLE 8 – Insurance**

The Contractor shall maintain in force, between the time that the Contractor commences the rehabilitation work provided for in this Agreement and the time that such work is completed, comprehensive public liability insurance protecting the Owner for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Florida law governing Workman's Compensation. Contractor shall provide evidence to the Owner and Agency of such insurance prior to commencement of work. Failure to provide adequate evidence of insurance or failure to maintain the insurance required shall be grounds for termination of this Agreement.

#### **ARTICLE 9 – Subcontractors**

Contractor shall be responsible to the Owner for the acts and omissions of all of his employees, and all subcontractors, their agents and employees, and all other persons performing any of the work under the Agreement for the Contractor.

#### **ARTICLE 10 – Condition of Premises**

Contractor shall keep the premises clean and orderly during the course of the rehabilitation work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion of the work. Upon completion of work, Contractor agrees to remove all construction debris and surplus material from the premises and leave the premises in a neat condition.

#### **ARTICLE 11 – Contract Changes**

No modifications to this Agreement shall be made after its execution except by written instrument signed by the Contractor, accepted by the Owner and authorized by the City of North Miami.

#### **ARTICLE 12 – Inspection**

During the performance of the rehabilitation work, the Contractor and Owner shall permit the City of North Miami to inspect the rehabilitation work as necessary to assure that the rehabilitation work is being performed in accordance with the terms of this Agreement. In the event the Owner or Contractor prevent the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with HUD regulations, federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law.

#### **ARTICLE 13 – Liens**

Contractor agrees to protect, defend, and indemnify Owner from any claims for unpaid work, labor, or materials with respect to Contractor's performance. Final payment shall not be due until the Contractor has delivered notarized waivers or releases of lien for all work completed arising out of Contractor's performance or a notarized receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying him against any lien.

#### **ARTICLE 14 – Indemnification**

The Contractor shall indemnify and hold harmless the Owner, the City, its officials and employees, and the Owner shall indemnify and hold harmless the City, its officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of or arising from the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connections with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

#### **ARTICLE 15 – Assignment of Agreement**

Contractor shall not sublease, transfer or assign any interest in this Agreement without the prior written consent of the Owner and the prior written approval of the City.

#### **ARTICLE 16 – Default**

In the event of a default, Owner shall be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce Owner's right and remedies against Contractor. Owner shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

A default shall include but not be limited to the following acts or events of Contractor, or their agents, servants, employees or subcontractors:

- a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment within thirty (30) days from the date when a Final Certificate of Completion is issued.

Work shall be considered to have commenced and be in active progress when a full complement of workmen and equipment are present at the site to diligently incorporate materials and equipment in accordance with the Project throughout the day on each full working day, weather permitting.

- b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.
- c. Insolvency or bankruptcy by the Contractor.
- d. Failure by the Contractor to maintain the insurance required by the City.
- e. Failure by the Contractor to correct defects within a reasonable.
- f. The breach of any term or condition of this Agreement.

**ARTICLE 17 – Governing Law and Venue**

This Agreement shall be governed by the laws of Florida, and venue shall be in Miami Dade County, Florida.

**ARTICLE 18 – Interest of Federal, State, and Local Officials**

None of the following shall have any interest or benefit, direct or indirect, in this Agreement:

- A. Any officer or employee of the City of North Miami who exercises any function or responsibility in connection with the administration of the HOME Program.
- B. Any member of or delegate to the Congress of the United States.
- C. Any elected State or City Officials.

**ARTICLE 19 - Notices**

All notices, demands, correspondence and communications between the Parties shall be deemed sufficient if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City:                   City of North Miami  
   776 N.E. 125<sup>th</sup> Street  
   North Miami, Florida 33161  
   Attn: Director, Community Planning & Development

With a copy to:                City of North Miami  
   776 N.E. 125<sup>th</sup> Street  
   North Miami, Florida 33161  
   Attn: City Attorney

If to Contractor:              All Dade General  
   Alberto Cruz (registered agent)  
   44 Palmetto Drive  
   Miami Spring, Fl 33166

With a copy to:                All Dade General  
   830 East 9<sup>th</sup> Place  
   Hialeah, Fl 33010

With a copy to:                All Dade General  
   P.O. Box 660551  
   Miami Springs, Fl 33266

If to Owner:                    Irma Milfort  
   1330 N.E. 129 Street  
   North Miami, FL 33161

or to such address and to the attention of such other person as the Parties may from time to time designate by written notice to the others.

**ARTICLE 20 – Severability**

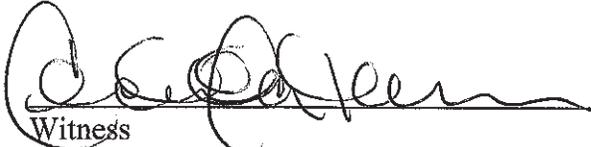
Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

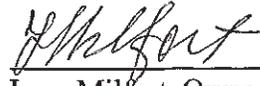
**ARTICLE 21. Disclaimer**

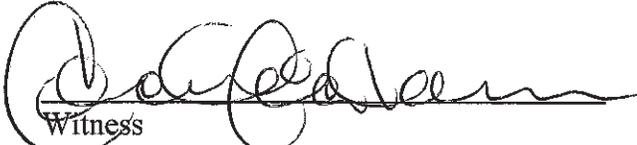
The Contractor and Owner hereby acknowledge that this Contract is solely between the Contractor and Owner and that the City is not party to this Contract; have no interest in this Contract; and are acting solely as a conduit through which federal funds are made available to private individuals for rehabilitation of the Owner’s property; and that the City is not responsible on behalf of either the Owner or Contractor for any actions, causes of action, suits, dues, sum of money, accounts, variances, damages and liabilities whatsoever both in law and in equity or which may result from the existing state of things which have existed between the Owner and Contractor.

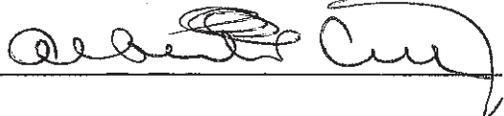
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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

  
Witness

  
Irma Milfort, Owner

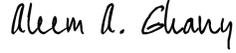
  
Witness

CONTRACTOR:  
By: 

Date: 12-31-14

**APPROVED:**  
DocuSigned by:  
  
1BFD25791E0F46A...  
Director  
Community Planning & Development Dept.

**ATTEST:**  
DocuSigned by:  
  
2C7010872EE8414...  
City Clerk

**CITY OF NORTH MIAMI**  
DocuSigned by:  
By:   
AD8C42C3AF4E44B...  
City Manager

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**  
DocuSigned by:  
  
9787BB01BC7F413...  
City Attorney