

**NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHABILITATION GRANT PROGRAM**

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of December 21, 2021, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "NMCRA"), having an address at 735 N.E. 125th Street, Suite 100, North Miami, Florida 33161, and **CARITAS FERTIL** (the "Grantee") having an address at 1580 NW 128 Street, North Miami, FL 33167.

R E C I T A L S

1. As part of its Residential Rehabilitation Program the NMCRA shall provide (i) Single-Family Home Beautification grants up to Twenty Thousand and No/100 Dollars (\$20,000) for improvements to owner occupied single-family homes; (ii) Rental Home Beautification grants up to Twenty Thousand and No/100 Dollars (\$20,000), with a 70/30 match requirement, for improvements to owner leased single-family homes; (iii) Multi-Unit Improvement grants up to Thirty Thousand and No/100 Dollars (\$30,000), with a 60/40 match requirement, for improvements to multi-unit lease properties; and (iv) Paint Up grants up to Five Thousand and No/100 Dollars (\$5,000) for Single-Family homes and up to Seven Thousand Five Hundred and No/100 Dollars (\$7,500) for Multi-Unit dwellings up to four (4) units, with a 60/40 match requirement from the property owner, utilizing the services of a qualified paint contractor from the NMCRA list of approved contractors.

2. The Grantee is the owner of the real property as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property") with the address 1580 NW 128 Street, North Miami, Florida 33167, and Grantee has applied to the NMCRA for a Residential Rehabilitation Grant in the amount of \$20,000.00, for the purpose of making improvements at the Property that will show visible improvements or positively affect the quality of life of the Grantee's tenants and the community (the "Project").

3. The NMCRA has approved an award to the Grantee of a Residential Rehabilitation Grant in the amount of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) (the "Grant") to be utilized in accordance with the terms and conditions of this Agreement and the Program Guidelines promulgated by the NMCRA.

4. The Grantee desires to accept the Grant subject to the terms, conditions, and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

Section 1. Program Guidelines. The terms and provisions of the Program Guidelines as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof are incorporated into this Agreement and the Grantee agrees to abide by such terms and provisions.

In the event of any conflict between the Program Guidelines and this Agreement, the terms and provisions of this Agreement shall control with the understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

Section 2. Disbursement of Grant. Simultaneously upon the full execution and delivery of this Agreement, the NMCRA shall disburse the Grant to the Grantee. The Grantee agrees to use the Grant solely for the purposes set forth in the Program Guidelines subject to and in accordance with this Agreement. Grantee shall provide the NMCRA with copies of any and all documentation required by the Program Guidelines and otherwise requested by the NMCRA from time to time.

Section 3. Records, Audits, Monitoring and Review. The Grantee shall maintain complete and accurate records and receipts of all costs and expenses incurred in connection with the Grant. Upon the request of the NMCRA, all such records and receipts of the Grantee which relate to the Grant shall be available for inspection, audit and copy by the NMCRA or any of its authorized representatives at all reasonable times during normal business hours. The Grantee's records and receipts shall be maintained or caused to be maintained for a period of five (5) years following Final Completion.

Section 4. Breach of Agreement; Remedies.

4.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (b) the Grantee fails to submit or submits incorrect or incomplete documents required by the Program Guidelines, (c) the Grantee refuses or fails to allow the Project to commence within thirty (30) days from the Grant award; (d) the Grantee refuses or fails to allow reasonable access to complete the Project after commencement; (e) the Grantee refuses to authorize payments associated with the project which have been deemed payable by NMCRA staff; (f) an event of default occurs as specified in the mortgage, promissory note, or lapse in insurance; (g) the Grantee sells or otherwise conveys the Property within the five (5) year maintenance period; (h) the Grantee discriminates in violation of any applicable local law; (i) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (j) the Grantee fails to perform or improperly performs any of its obligations set forth in this Agreement; and/or (k) Grantee defaults in its obligations under any other agreements entered into between the NMCRA and/or the City of North Miami and Grantee.

4.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 4.1 above, in addition to all rights and remedies available at law or in equity and as may be set forth herein, the NMCRA may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the NMCRA and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

4.3 Security Interest. In order to secure Grantee's obligations to reimburse and/or repay the Grant as required by this Agreement, Grantee hereby pledges, grants, conveys, and assigns to the NMCRA a continuing lien and security interest upon the Collateral (as defined below). Grantee represents and warrants to the NMCRA that, upon the filing and recording of UCC financing

statements with the Florida Secured Transactions Registry and Miami-Dade County, respectively, the lien granted pursuant to this Agreement will constitute a valid, perfected lien on the Collateral, enforceable as such against all creditors of Grantee and second in priority only to any institutional lenders identified in writing by Grantee to the NMCRA at the time of execution of this Agreement. Upon satisfaction in full of Grantee's obligations hereunder, the NMCRA's security interest under this Agreement shall terminate and the NMCRA shall execute and deliver to the Grantee a UCC-3 termination statement or similar documents and agreements to terminate all of the NMCRA's security interest rights under this Agreement. For purposes of this Agreement, "Collateral" shall mean the Property. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Florida Revised Uniform Commercial Code - Secured Transaction, Chapter 679, Florida Statutes (2020) or as incorporated therein by reference therein.

Section 5. Indemnification by Grantee. The Grantee hereby covenants and agrees to indemnify and hold harmless the NMCRA and its Board Members, employees, attorneys and agents from and against all liability, losses, or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the NMCRA and its Board Members, employees, attorneys and agents may suffer as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the acts or omission of Grantee or its employees, agents, servants, partners, principals, or subcontractors.

Section 6. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement (collectively called "Notices") shall be in writing and given by (a) hand delivery, (b) recognized express overnight delivery service, (c) certified or registered mail, return receipt requested, or (d) facsimile and shall be deemed to have been delivered upon (i) receipt, if hand-delivered, (ii) the next Business Day, if delivered by express overnight delivery service, (iii) if sent by certified or registered mail, return receipt requested the day evidenced by the return receipt or the day delivery is refused; or (iv) transmittal, if sent on a business day by facsimile and if sent by facsimile on a day other than a business day, on the first business day following transmittal.

CRA: Gayle S. McDonald, Interim Executive Director
North Miami Community Redevelopment Agency
735 N.E. 125th Street, Suite 100
North Miami, Florida 33161
Telephone No. (305) 895-9839
Facsimile No. (305) 895-9822

Copy to: Steven W. Zelkowitz, Esq., CRA Attorney
Spiritus Law LLC
2525 Ponce De Leon Boulevard, Suite 1080
Coral Gables, Florida 33134
Telephone No. (305) 224-1003
Facsimile No. (305) 204-9129

Grantee: Caritas Fertil
1580 NW 128 Street,
North Miami, Florida 33167
Telephone No. (786) 681-2577

Section 7. Inspections. At any time during normal business hours, the NMCRA or any of its agents, shall have the right to enter the property, to examine the same for purpose of ensuring Grantee's compliance with the terms and provisions of this Agreement. NMCRA staff will monitor progression of the Project through photo and video documentation. After the Project is complete, NMCRA staff will monitor the status of the property for the required five (5) years and will follow the monitoring procedures in the NMCRA's Standard Operating Procedure.

Section 8. Miscellaneous.

8.1 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, county, and city laws, rules, and regulations.

8.2 Modifications. Any amendments, variations, modifications, extensions, or waivers of provisions of this Agreement shall only be valid if in writing and signed by the NMCRA and the Grantee.

8.3 Extent of Agreement. This Agreement represents the entire and integrated agreement between the NMCRA and the Grantee and supersedes all prior negotiations, representations, or agreements, either written or oral.

8.4 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the NMCRA. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the NMCRA as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements, and signs recognize the NMCRA for the support of all contracted activities. Grantee shall permit a sign to be placed upon the Property by the NMCRA relative to this Agreement during the construction of the Project.

8.5 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

8.6 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

8.7 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not

be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

8.8 Prevailing Party's Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

8.9 **JURISDICTION; VENUE AND WAIVER OF JURY TRIAL.** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN MIAMI-DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

[The rest of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

GRANTEE:

Caritas Fertil
1580 NW 128 Street,
North Miami, Florida 33167
Telephone No. (786) 681-2577

By: _____

Name: Caritas Fertil

NMCRA:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

By: _____

Gayle S. McDonald
Interim Executive Director

Attest:

By: _____

Vanessa Joseph, Esq.
CRA Secretary

Approved as to form and legal sufficiency:

By: _____

Spiritus Law LLC
NMCRA Attorney

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Program Guidelines