

CITY OF DORAL

FACADE IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of September, 2018 by and between the City of Doral, Florida, (“City”) and **Doral Home Décor Center LLC**, owner of a property located at **3435 NW 79th Avenue, Doral, FL 33122**, whose Federal I.D. No. is **81-2434867** (“Recipient”).

RECITALS

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

WHEREAS, the Doral Façade Improvement Grant Program provides financial assistance to businesses, home owner associations and property owners in Doral 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, 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 FACADE IMPROVEMENT GRANT PROGRAM, **Anne Marie Pascual**, as a duly authorized representative of Recipient, has applied for a Grant to assist it in making exterior property improvements to the property located at **3435 NW 79th Avenue, Doral, FL 33122**; 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 the comprehensive exterior improvements acceptable to the City Manager and after construction is completed and upon receipt of all documentation relating to the projects improvement costs, the City shall reimburse Recipient for 50 % of the construction cost up to a maximum grant of \$10,000.00. In the event that Recipient fails to complete the comprehensive exterior improvements by the completion date, 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 services beyond the scope of the City authorized improvements, nor shall the City be liable for improvements which are made after the exterior property improvement 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. Payments to any contractors, architects or other parties are the sole responsibility of the Recipient.

II) Recipient Obligations and Responsibilities:

- (A) Recipient agrees to accept grant funds in an amount not to exceed **\$10,000.00**. Such grant funds shall be done on a reimbursement basis and shall only be for 50% of the construction cost up to a maximum grant amount of \$10,000.00; and
- (B) Recipient acknowledges and agrees that the grant funds are to be used solely for property improvements approved by the City on the property located at: **3435 NW 79th Avenue, Doral, FL 33122**; and
- (C) Recipient acknowledges 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 (shown in Exhibit "A" which is attached hereto and incorporated by reference) and as such it is authorized to contract for exterior property improvements; and
- (D) Recipient shall submit grant application within grant cycle and before submission deadline. A final design sketch of the exterior property improvements along with the selected contractor's bid for the improvements will be included as part of the Façade Improvement Grant Application Packet (which is attached hereto within Exhibit "B" and is incorporated herein by reference.) At least two additional comparable estimates by licensed contractors will also be required as part of the Grant Application Packet. All general exterior property improvements shall be consistent with all applicable Federal, State and City of Doral codes and design regulations; and
- (E) Recipient agrees that all exterior property improvements as set forth in Exhibit "B" shall be completed by 09/13/2019 (the completion date) and no grant fund reimbursement payments shall be made prior to completion; and
- (F) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations; and

- (G) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to façade improvements, sufficiently and properly reflect all expenditures of funds provided by the City under this Agreement; and
- (H) Recipient shall make all books pertaining to the business and exterior property improvements 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
- (I) The Recipient shall submit to the City not more than sixty (60) days after the exterior property improvement project is completed, all supporting documentation, 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 exterior property improvements project on the subject property; and
- (J) 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 representatives of the Recipient:

1. 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.
2. 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.
3. The Recipient is a duly authorized representative of the business and is authorized to execute this Agreement.
4. 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 date of execution 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 53rd Terrace
Doral, FL 33166

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

AS TO RECIPIENT: **Doral Home Décor Center LLC**
3435 NW 79th Avenue,
Doral, FL 33122

WITH A COPY TO: _____

- (A) Recipient acknowledges that the City is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, Recipient hereby indemnifies and holds harmless the City for any actions, suits, or proceedings arising out of the subject matter of this Agreement. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof.
- (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:

Doral Home Décor Center LLC, 3435 NW 79th Avenue, Doral, FL 33122

- (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 through the Façade Improvement Program, property owners must agree to keep the façade improvements 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 with the specified time frame shall be cause for the City to demand reimbursement of granted funds. Upon demand from the City, the applicant'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 property owner further agrees to execute, as a condition to the award, 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.

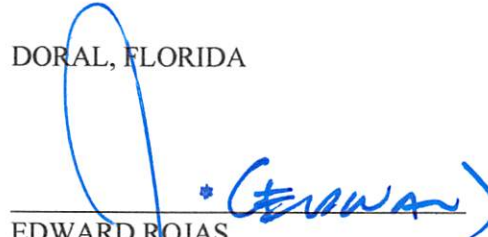
FACADE IMPROVEMENT GRANT PROGRAM AGREEMENT (DORAL HOME DÉCOR CENTER LLC)

ATTEST:

DORAL, FLORIDA




CONNIE DIAZ, CMC
CITY CLERK



EDWARD ROJAS
CITY MANAGER

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



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
GENERAL COUNSEL **Luis Figueredo**

AS TO RECIPIENT

ATTEST:

Doral Home Decor Center LLC



CORPORATE SECRETARY

By: 
Signature
Print Name: Anne Marie Pascual
Title: Manager
Donag2811@aol.com

RESOLUTION No. 18-166

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF FISCAL YEAR 2018 FAÇADE IMPROVEMENT GRANTS IN THE AMOUNT OF \$10,000.00 TO DORAL HOME DÉCOR CENTER DBA CASA LINDA; \$10,000.00 TO ALFE HOLDINGS LLC DBA KER ART SPACE; AND \$10,000.00 TO THE VILLAS OF AMBERWOOD CONDOMINIUM ASSOCIATION INC., PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") provides financial assistance to businesses and commercial property owners in Doral through the Façade Improvement Grant in order to stimulate private sector investment, economic growth and the beautification of buildings within Doral; and

WHEREAS, the City received ten (10) applications in response to the FY 2018 Cycle of the Façade Improvement Grant; and

WHEREAS, after careful review of the applications, the Façade Improvement Grant Scoring Committee respectfully recommends that the Mayor and City Council approves Façade Improvement Grant awards to each of the following organizations:

1. Doral Home Décor Center LLC dba Casa Linda - \$10,000.00
2. Alfe Holdings LLC dba KER Art Space - \$10,000.00
3. Villas of Amberwood Condominium Association - \$10,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Grant Approval. The award of the Façade Improvement Grant is hereby approved in the following amounts to the following businesses:

\$10,000.00 to Doral Home Décor Center LLC dba Casa Linda;

\$10,000.00 to Alfe Holdings LLC dba KER Art Space; and

\$10,000.00 to The Villas of Amberwood Condominium Association.

Section 3. Implementation. The City Manager, City Attorney, and City Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption.
The motion was seconded by Councilmember Mariaca and upon being put to a vote, the
vote was as follows:

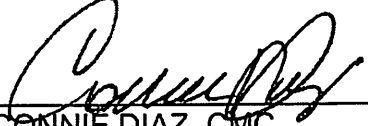
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of September, 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERTMAN, P.L.
CITY ATTORNEY