

**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
PAINT-UP AND SIGNAGE FUNDING AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 2026, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, *Florida Statutes*, hereinafter referred to as "CRA" or "AGENCY", and **THE WEST SETTLERS CONDOMINIUM ASSOCIATION, INC.**, a Florida Not for Profit Corporation, with an address of 20 N. Swinton Avenue, Delray Beach, Florida 33444, hereinafter referred to as "GRANTEE" for the Paint-up and Signage funding grant (hereinafter the "Agreement").

W I T N E S S E T H:

WHEREAS, it is the policy of the CRA to remove slum and blight within the CRA's Community Redevelopment Area ("Area"), pursuant to carrying out its purposes as provided for under Chapter 163, *Florida Statutes*; and

WHEREAS, "Community redevelopment" or "redevelopment" means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan."

Section 163.340(9), *Florida Statutes*; and

WHEREAS, "[e]very county and municipality shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted:

- (c) To undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include:
 - (5) Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan."

Section 163.370(2)(c)(5), *Florida Statutes*; and

WHEREAS, the Community Redevelopment Plan ("Plan") recognizes that the removal of slum and blight is an overall need within the Area under the Plan, Part Three, Section II(A), p. 31; and

WHEREAS, the CRA has implemented the Paint-Up and Signage Program ("Program") in order to provide incentive payments to businesses and property owners that expend funds to repair, rehabilitate or improve commercial properties located within the CRA's Area; and

WHEREAS, the CRA Board adopted the Budget for Fiscal Year 2025-2026 which allocated funds under General Ledger #7313 – CRA Grant Programs; and

WHEREAS, pursuant to the administration of the Program, the CRA wishes to provide assistance and support for the repair, rehabilitation or improvement of the GRANTEE's business and/or properties within the CRA's Area; and

WHEREAS, the CRA has determined that it serves a municipal and public purpose, and is in the public's best interest, pursuant to the Plan to award funding to the GRANTEE pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS.

1.01. Definitions. The terms defined in this Article shall have the following meanings, except as herein otherwise expressly provided:

(a) "Agency" means the Community Redevelopment Agency of the City of Delray Beach, as created by a Resolution of the City, adopted by the City Commission, including any amendments thereto, and any successors thereto.

(b) "City" means the City of Delray Beach, Florida, a Florida municipal corporation, and any successors thereto.

(c) "Grantee" means The West Settlers Condominium Association, Inc., a Florida Not for Profit Corporation.

(d) "Plan" means the CRA's Community Redevelopment Plan for the Area, as approved by the City Commission, and any amendments to the Plan.

(e) "Project" means the proposed improvements to be placed on the Property as contemplated by this Agreement, and as described in **Exhibit "A"**.

(f) "Property" and "Project Site" means the tract of land located in the Area in which the Project will be located, as more particularly described in **Exhibit "A"**.

ARTICLE 2. FINDINGS; INTENT.

2.01. Findings.

- (a) The recitals set forth above in the “Whereas” clauses are hereby approved by the parties and incorporated herein.
- (b) GRANTEE meets the eligibility requirements specified in the Program Guidelines, which are attached hereto as **Exhibit “B,”** and incorporated herein by reference.
- (c) The Plan contemplates redevelopment in the Area for, among other things, commercial uses.
- (d) GRANTEE intends to complete the Project on the Property.
- (e) The Project is consistent with and furthers the provisions of the Plan and the AGENCY desires to encourage redevelopment of the Property and to encourage GRANTEE to undertake the Project in the Area.
- (f) The parties hereto recognize and acknowledge and do mutually find that the financial assistance provided pursuant to this Agreement is an important inducement to the GRANTEE undertaking the Project in the Area.

2.02. Intent; Cooperation.

- (a) It is the intent of the parties hereto to efficiently, effectively and economically cause the successful completion of the Project in order to improve the Property, specifically, and the conditions in the Area, in general, as well as implement the Plan and otherwise further the mission and purposes of the CRA.
- (b) It is further the intent of the parties that the GRANTEE shall equip, and otherwise complete the Project on the Property by the Termination Date, as defined in Article 4, Section 04 below, substantially in accordance with the approved Project for a commercial use.
- (c) The parties mutually recognize and acknowledge that the CRA's obligation to make the payments is subject to the GRANTEE completing the Project pursuant to the terms of this Agreement.
- (d) The parties hereto recognize and acknowledge that the successful completion of the Project is dependent upon continued cooperation of the parties hereto, and each agrees that it shall: (i) act in a reasonable manner hereunder, (ii) provide the other party with complete and updated information from time to time, (iii) make its good faith reasonable efforts to ensure that such cooperation is continuous, (iv) the purposes of this Agreement are carried out to the full extent contemplated hereby and (v) the Project is designed, equipped, completed and operated as provided herein.

ARTICLE 3. GRANTEE'S PERFORMANCE OBLIGATIONS

3.01 GRANTEE agrees that it will carry out the Project and activities as more specifically set forth in the **Proposed Improvements**, as provided in **Exhibit "A"**, which is attached hereto, and incorporated herein by reference. GRANTEE agrees that the activities contemplated by this Agreement shall be completed in a timely manner.

3.02 GRANTEE hereby certifies that it has or will retain adequate staff to oversee execution of its performance obligations under this Agreement, and that execution of each of these performance obligations is consistent with GRANTEE's mission.

3.03. As a further condition to retaining any funds from the CRA, the GRANTEE shall provide to the CRA written verification, satisfactory to the CRA, in its sole discretion, compliance by GRANTEE with all agreed upon Performance Standards as set forth in this Agreement, and the Program Guidelines, which are attached hereto as **Exhibit "B,"** and incorporated herein by reference.

3.04 Marketing:

- a. Publication. In the event the GRANTEE wishes to engage in any marketing efforts, the GRANTEE shall, if approved by the CRA in accordance with Section 3.04(b) below, produce, publish, advertise, disclose, or exhibit the CRA's name and/or logo, in acknowledgement of the CRA's contribution to the Project, in all forms of media and communications created by the GRANTEE for the purpose of publication, promotion, illustration, advertising, trade or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements or interviews. News releases; print advertising; radio and television advertising must have the CRA's logo clearly recognizable/audible in the advertisement.
- b. Approval. The CRA shall have the right to approve the form and placement of all acknowledgements.
- c. Limited Use. The GRANTEE further agrees that the CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in the GRANTEE's use of the CRA's name and logo, confers or may be construed as conferring upon the GRANTEE any right, title, or interest whatsoever in the CRA's name and logo beyond the right granted in this Agreement.
- d. CRA Construction Sign. Upon request by the CRA, the GRANTEE shall display, and cause to be displayed, at the Property, in a prominent, most visible area to the public, a sign displaying the CRA logo, and the CRA's monetary contribution to the Project ("Construction Signage"). The GRANTEE shall display, and cause to

be displayed, the Construction Signage until the Project is complete. The Construction Signage shall be paid for by the GRANTEE and the Construction Sign specifications will be provided by the CRA. The CRA shall approve the location of the Construction Sign prior to its installation.

- e. Commemoration. The GRANTEE must host an event such as a ribbon cutting or celebration, in partnership with the CRA, to commemorate the CRA's funding of GRANTEE's site improvements ("Event"). The GRANTEE must coordinate and collaborate with the CRA in organizing and hosting the Event. The GRANTEE must include the CRA's logo and acknowledge the CRA, subject to section 3.04(b), on any form of publication or marketing relating to the Event. The CRA will have final approval regarding the setup, date and time of the Event. The Event must be open to the public and the CRA may promote and advertise the Event in any way it deems fit at its sole and absolute discretion. The CRA may also use the photos, images, or videos from or related to the Event on social media for marketing and public relations purposes, or for similar purposes at its sole and absolute discretion.

ARTICLE 4. PAYMENT PROCEDURES, CONDITIONS

4.01 Subject to the terms, conditions, and covenants contained within this Agreement and the Program Guidelines, the GRANTEE shall only be entitled to receive reimbursement pursuant to this Agreement. **Prior to receiving any reimbursement funds**, the GRANTEE shall submit the following:

- a. Copies of All Final Invoices – cost estimates and proposals will not be accepted. Invoices must show the scope of work performed and itemized costs.
- b. Proof of paid match – The GRANTEE must provide documentation to the CRA evidencing that the GRANTEE has paid the GRANTEE's share of the costs for the scope of work. Acceptable documentation includes the front and back of a cleared check or money order; or a credit card transaction record or statement. Cash receipts are not satisfactory for purposes of reimbursement.
- c. Photos of the completed improvements – high-resolution digital photos are preferred.
- d. Completed W-9 Form – A form completed by the vendor(s) that should be paid must be on file with the CRA.

4.02 Reimbursement is at the approved award rate of 50% of eligible exterior signage and painting project costs. Pursuant to the Program Guidelines, the authorized expenses eligible for reimbursement is an amount not to exceed **Two Thousand Seven Hundred Eighty-Five Dollars and Zero Cents (\$2,785.00)**.

4.03 The reimbursement amount will be dispersed as follows:

- (a) The CRA will remit payment directly to the signage or painting vendor **after** the improvements have been completed, subject to receiving verification that the GRANTEE has paid for its portion of the project costs, after the City of Delray Beach has completed any required final inspections and/or issued a Certificate of Occupancy for the project, and after CRA staff has conducted a site visit at the Property to verify the improvements.
- (b) The GRANTEE's business must also still be in operation in order for the CRA to remit payment for the Project.

4.04 This Agreement shall be effective upon execution of this Agreement by both parties ("Effective Date") and shall **terminate on October 28, 2026**, (the "Termination Date"), unless sooner terminated as provided herein. The CRA shall be under no obligation to disburse any funds to the GRANTEE after the Termination Date, and GRANTEE shall not be entitled to receive any funds from the CRA after the Termination Date.

4.05 If the GRANTEE fails to comply with any of the provisions of this Agreement, the CRA may withhold, temporarily or permanently, all, or any, unpaid portion of the funds upon giving written notice to the GRANTEE, and/or terminate this Agreement and the CRA shall have no further funding obligation to the GRANTEE under this Agreement.

4.06 In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Agreement shall be retained by the CRA and the CRA shall have no further funding obligation to GRANTEE with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by the CRA and GRANTEE, its successors in interest, agrees to be bound by the CRA's determination. Such determination shall be provided to the GRANTEE by the CRA in writing.

ARTICLE 5. MAXIMUM GRANT AMOUNT

5.01 In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total funding of **Two Thousand Seven Hundred Eighty-Five Dollars and Zero Cents (\$2,785.00)**.

ARTICLE 6. PERFORMANCE

6.01 The parties expressly agree that time is of the essence with regard to performance as set forth in this Agreement and failure by GRANTEE to complete performance within a reasonable time as determined by the CRA, shall, at the option of the CRA without liability, in addition to any of the CRA's rights or remedies, relieve the CRA of any obligation under this Agreement.

ARTICLE 7. INDEMNIFICATION

7.01. Indemnification by the GRANTEE.

(a) GRANTEE shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director's option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, GRANTEE, its employees, agents, servants, or officers, or utilized by GRANTEE or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, GRANTEE shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected by the CRA Executive Director to defend the CRA. The Monetary limitation of the GRANTEE's indemnification obligations pursuant to this Agreement is \$1,000,000.00. the CRA and GRANTEE agree that this monetary limitation bears a reasonable commercial relationship to this Agreement. The obligations of this section shall survive the expiration or earlier termination of this Agreement. However, nothing set forth herein shall constitute a waiver of sovereign immunity or an agreement to indemnify the CRA beyond the limits set forth in Florida Statute §768.28.

ARTICLE 8. DEFAULT; TERMINATION.

8.01. Default by GRANTEE. In the event the GRANTEE fails to perform or comply with any material provision of this Agreement, the GRANTEE shall be in default. If an event of default by the GRANTEE shall occur, the AGENCY shall provide written notice to the GRANTEE. If the default shall not be cured by the GRANTEE within fourteen (14) days after receipt of the written notice from the AGENCY, or if such event of default is of such nature that it cannot be completely cured within such time period, the AGENCY may terminate this Agreement.

8.02 Notwithstanding anything to the contrary herein, upon an occurrence and continuance of an Event of Default by GRANTEE that is not cured within the applicable cure or grace period, AGENCY's sole remedy under this Agreement shall be to terminate the Agreement. Upon such termination, AGENCY's obligations to GRANTEE under this Agreement shall cease, including without limitation its obligation to make any payments to GRANTEE. In the event of such termination, GRANTEE's obligations under this Agreement shall cease, excepting only the indemnification as set forth in this Agreement.

8.03 Termination.

(a) The GRANTEE and the AGENCY acknowledge and agree that as of the Effective Date certain matters mutually agreed by the parties hereto are essential to the successful completion of the Project may have not been satisfied or are subject to certain conditions, legal requirements or approvals beyond the control of any of the parties hereto or which cannot be resolved under this Agreement. In recognition of these events or conditions, the parties hereto mutually agree that, provided the appropriate or responsible party therefor diligently and in good

faith seeks to the fullest extent of its capabilities to cause such event or condition to occur or be satisfied, the failure of the events or conditions listed in subsection (b) below to occur or be satisfied shall not constitute an event of default by any party under this Article, but may be the basis for a termination of this Agreement.

(b) In addition to any other rights of termination provided elsewhere in this Agreement, this Agreement may be terminated as provided in subsection (c) in the event the appropriate Governmental Authority, upon petition by the GRANTEE, unduly delays or denies or fails to issue building permits, or approve any other governmental approvals or permits necessary to commence the Project.

(c) Upon the occurrence of an event described in subsection (b), then the GRANTEE or the AGENCY may, upon determining that such event cannot reasonably be expected to change in the foreseeable future so as to allow completion of the Project, elect to terminate this Agreement by giving a notice to the other party hereto within thirty (30) days of the occurrence of such event or the determination of inability to cause a condition precedent to occur or be satisfied, stating its election to terminate this Agreement as a result thereof, in which case this Agreement shall then terminate.

(d) In the event of a termination pursuant to subsection (c), neither the GRANTEE nor the AGENCY shall be obligated or liable one to the other in any way, financially or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by the GRANTEE and the AGENCY, or any of them, hereunder or contemplated hereby, and each party shall be responsible for its own costs.

(e) Notwithstanding anything to the contrary contained herein, in the event that any party shall have, but shall not exercise, the right hereunder to terminate this Agreement because of the non-satisfaction of any condition specified herein, and such condition is subsequently satisfied, then the non-satisfaction of such condition shall no longer be the basis for termination of this Agreement.

(f) Termination For Convenience. The CRA, in its sole and absolute discretion, reserves the right to terminate this Agreement without cause immediately upon providing written notice to the GRANTEE. Upon receipt of such notice, the GRANTEE shall not expend any additional funds received from the CRA and any such funds shall be refunded to the CRA. Furthermore, upon issuing such notice, the CRA may, in its sole and absolute discretion, cease and recoup all payments to the GRANTEE. In no way shall the CRA be subjected to any liability or exposure for the termination of this Agreement under this Section.

(g) Termination for Cause. The CRA, in its sole and absolute discretion, reserves the right to terminate this Agreement with cause immediately upon providing written notice to the GRANTEE. Cause means, including but not limited to, appearance or actual: misconduct, impropriety, improper business practices, unethical behavior, bad faith activity, failure to comply with the terms and condition of this Agreement, or similar actions related to the CRA payments or the subject matter of this Agreement. Upon receipt of such notice, the GRANTEE shall not expend any additional funds received from the CRA and any such funds shall be refunded to the CRA. Furthermore, upon issuing such notice, the CRA may, in its sole and absolute discretion, cease and

recoup all payments to the GRANTEE. In no way shall the CRA be subjected to any liability or exposure for the termination of this Agreement under this Section.

ARTICLE 9. AVAILABILITY OF FUNDS

9.01. The CRA's obligation to pay GRANTEE any funds pursuant to this Agreement is contingent upon having received tax increment funds pursuant to Chapter 163, Part III, Florida Statutes, and that the funds for the Program have been budgeted and appropriated by the CRA's Board of Commissioners.

ARTICLE 10. REMEDIES

10.01. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall 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 party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 11. CIVIL RIGHTS COMPLIANCE

11.01. The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 12. FEES, COSTS

12.01. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, provided, however, that this clause pertains only to the parties to this Agreement.

ARTICLE 13. MISCELLANEOUS

13.01. Public Purpose. The parties acknowledge and agree that this Agreement satisfies, fulfills and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of the AGENCY's power and authority under the Chapter 163, Part III, Florida Statutes.

13.02. No General Obligation. In no event shall any obligation of the AGENCY under this Agreement be or constitute a general obligation or indebtedness of the City or the AGENCY, a

pledge of the ad valorem taxing power of the City or the AGENCY or a general obligation or indebtedness of the City or the AGENCY within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither the GRANTEE nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of the City, the AGENCY or any other governmental entity or taxation in any form on any real or personal property to pay the City's or the AGENCY's obligations or undertakings hereunder.

13.03. Assignments. This Agreement is not assignable.

13.04. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

13.05. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors.

13.06. Notices.

(a) All notices, demands, requests for approvals or other communications given by either party to another shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by overnight courier service, or by hand delivery to the office for each party indicated below and addressed as follows:

For Agency: Renée A. Jadusingh, Esq., CRA Executive Director
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone: (561) 276-8640
Facsimile: (561) 276-8558

For Grantee: The West Settlers' Condominium Association, Inc.
Julian Sula, Vice Chair
Business: (248) 722-7227
Email: Julian@4FX.com

(b) Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the third (3rd) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and such notices shall be effective upon

receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

13.07 Public Records. GRANTEE shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, GRANTEE shall:

- (a) Keep and maintain public records required by the CRA in association with the Funding Award.
- (b) Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 Agreement Term and following completion of the Agreement if the GRANTEE does not transfer the records to the CRA.
- (d) Upon completion of the Agreement, transfer, at no cost, to the AGENCY all public records in possession of the GRANTEE or keep and maintain public records required by the AGENCY to perform the service. If the GRANTEE transfers all public records to the CRA upon completion of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AGENCY, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the AGENCY.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CASSIDY HEITMAN
561-276-8640
HEITMANC@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444**

The failure of GRANTEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

13.08. Captions. The article and section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

13.09. Entire Agreement. The CRA and the GRANTEE agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. The CRA's Executive Director may further approve and amend this Agreement by executing a written agreement signed by both parties.

[Space Left Intentionally Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of the date and year set forth above.

ATTEST:

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Renée A. Jadusingh, Esq.
CRA Executive Director

By: _____
Juli Casale, Chair

APPROVED AS TO FORM:

CRA Legal Advisor

ATTEST:

**THE WEST SETTLERS'
CONDOMINIUM ASSOCIATION, INC.,**
a Florida Not for Profit Corporation,

Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____(date) by _____(person) as _____(title) of **THE WEST SETTLERS CONDOMINIUM ASSOCIATION, INC.**, a Florida Not for Profit Corporation, on behalf of the corporation. He/she ___ is personally known to me or ___ has produced _____ as identification.

Signature

Name and Title

Commission Number

EXHIBIT "A"
PROPOSED IMPROVEMENTS



Painting & Waterproofing

Proposal/Contract: 27939
Page number: 1
Date: 12/19/2025
Client Liaison: Wilmer Andrade
Client Liaison Phone: (561) 303-8659
Client Liaison Email: wilmer@fiddlerroofcleaning.com

Association Name: The West Settlers Condominium Association, Inc.
Association Address: 135 NW 5th Avenue
Delray Beach, FL 33444

Property Manager: Ms. Debbie Watson
Telephone: (561) 276-8640
Email Address: watsond@mydelraybeach.com

Paint Manufacturer: Benjamin Moore/Sherwin Williams

GENERAL SCOPE OF WORK:

In consideration for the price(s) quoted herein, RCI Painting, proposes to furnish all supervision, labor, equipment and specified materials necessary to perform the:

Preparation and exterior painting of one (1) commercial building known as The West Settlers Condominium Association, Inc., located in Delray Beach, Florida.

CONTRACT PRICE FOR GENERAL SCOPE OF WORK:

The price for the general scope of work is: **\$9,885.00.**

Please note that the above figure might not be the exact contract price. Please see enclosed for additional and/or option prices.

Dear Ms. Watson and members of the Board:



Since 1987, **RCI Painting** has been providing Condominiums, Homeowners Associations and Commercial Clients with total satisfaction. We are licensed, fully insured, bonded and operating primarily in Palm Beach and Broward Counties (Palm Beach: U-16498, Broward: 91-6607-P-R, Martin: MGPTG5743). We specialize in Exterior Painting, Waterproofing and Chemical Roof Cleaning. We also provide maintenance and beautification programs. Our company maintains an excellent reputation for quality, reliability and service at competitive rates.

Enclosed, please find our proposal and the exterior painting specifications that were designed especially for your community. This proposal covers the products to be used and the specific preparation and product application procedures to be performed on the;

Preparation and exterior painting of one (1) commercial building known as The West Settlers Condominium Association, Inc., located in Delray Beach, Florida.

We appreciate the opportunity to submit our proposal and look forward to doing business with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marcel Rosen', written over a white rectangular area.

Marcel Rosen
President

A. SCOPE OF WORK:

Note: Work will be completed to meet the Benjamin Moore/Sherwin Williams warranty & specification requirements and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

Preparation and exterior painting of one (1) commercial building known as The West Settlers Condominium Association, Inc., located in Delray Beach, Florida.

Inclusions:

1. Sanitize all surfaces to be painted.
2. Power wash all surfaces to be painted.
3. Apply one coat of sealer on all exposed and chalky stucco wall surfaces.
4. Spot prime any bare metal and/or bare wood surfaces.
5. Repair and **waterproof** all cracks - look for water intrusion areas (see enclosed for details).
6. Repair caulking - **look for water intrusion areas** (see enclosed for details).
Note: Caulk all windows (stucco-to-metal) - no exceptions!
Note: Damaged caulk will be cut out and replaced (see general conditions item #26 for more details).
Note: Caulk all top sides of bands where water intrusion may occur.
7. Repaint all exposed exterior stucco surfaces, including sheer walls, eyebrows, soffits, fascia and previously painted stucco surfaces.
Note: One coat of sealer, one coat of paint (same or similar color).
Note: All paint will be back rolled.
8. Repaint common area doors (exterior side only).
10. Repaint conduits, painted cable boxes and painted electric boxes.
11. Repaint gutters, downspouts and metal drip caps.
12. Repaint wood trim.
13. Repaint catwalk metal railings, floors, stairs and stairs in front of the building with non-skid additive.
14. Repaint columns.

Exclusions:

1. Metal window and sliding door frames.
2. Light fixtures, storm shutters and decorative shutters.
3. Awning and factory finish doors.
4. Permit Fee(s) and/or Permit Expediting Fee(s).
5. All other areas, surfaces and finishes not mentioned in above scope.

Option:

1. Repaint front doors (exterior side only).

B. PREPARATION:

Note: Work will be completed to meet Benjamin Moore/Sherwin Williams specifications and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

1. SANITIZING:

All exposed surfaces to be recoated will be treated with a **light** bleach solution prior to power washing to eradicate the present growth of mildew and fungus clinging to the surfaces. This solution contains Bleach, Water, commercial mildewcide (**JOMAX**), T.S.P. (Tri Sodium Phosphate) and detergent. The solution will be allowed to soak on the treated areas for **at least 25 minutes before power washing**.

IMPORTANT NOTE: In the case of evidence of **red algae** on the stucco surfaces (especially on the northern surfaces) - This fungus actually grows through and into the stucco surfaces. After completion of the general power washing process, all red algae areas will be sprayed again with a commercial mildewcide (**JOMAX**) solution, allowing the solution to soak in and then power washed for the second time. This process is very important and it helps to prevent the regrowth of the algae through the new coats of paint.

2. POWER WASHING:

All designated surfaces will then be power washed with a sufficient amount of pressure (approx. 3000 PSI) to remove contaminants that might interfere with a good bond between the specified coating to be applied and the substance to be recoated.

Note: This pressure will be lowered when power washing around windows, doors, wood surfaces and screen areas. We do not apply direct pressure to these areas.

Note: All rotted wood that is visible to the naked eye will be reported to Management or Owner.

3. SCRAPING:

Loose, peeling, blistering and flaking paint will be removed by scraping and/or wire brushing however, in the case of 'delaminating paint coating' the use of sandblasting might become necessary. In this case, we will notify the customer/property manager. This extra step will be done by a sandblasting company. Unless it specific calls for, our contract does not include sandblasting.

C. STUCCO AND MASONRY SURFACES:

Note: Work will be completed to meet Benjamin Moore/Sherwin Williams specifications and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

1. SEALER:

After completion of the cleaning procedures and sufficient amount of drying time, ONE COAT of 100% ACRYLIC CLEAR SEALER as per attached painting specifications, will be applied to the surfaces.

Note: Sealer will be applied to the surfaces without forming any glaze.

2. CRACK REPAIRS (WALL SURFACES):

RCI Painting will visually inspect all stucco surfaces from ground level. Any visible minor, loose, broken or damaged areas will be "sounded" to determine if there is a larger damaged area and missing decorative finish stucco will be repaired per the attached painting specifications. All minor decorative stucco repairs will be matched to existing decorative stucco texture as close as possible.

Any major stucco repair will be reported to the Association and/or Property Manager and can be repaired by **RCI Painting** at an additional cost. Per the Association's request, **RCI Painting** will submit the cost of the repairs to the Association and/or Property Manager. **RCI Painting** will not make any repairs without a written authorization by the Association.

Note: **RCI Painting** cannot be liable for any stucco issues that are not visible to the naked eye during visual inspection from ground level.

All hairline cracks less than approximately 1/16" will be patched approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack) with a brush grade "flexible" patching as per attached painting specifications.

All cracks from approximately 1/16" to approx. 1/8" will be cut open by hand (i.e. painters' tool, painters' knife or scraper) to form a small groove. All opened cracks will be dusted clean of loose debris, sealed with caulk or patch as per attached painting specifications. Once cured, the filled crack will be over coated with knife grade "flexible" sealant - see attached painting specifications, approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack).

All cracks greater than approximately 1/8" will be cut open by rotary grinder to form a "U" or "V" shaped groove. All opened cracks will be dusted clean of loose debris, sealed as per attached painting specifications. Once cured, the filled crack will be over coated with knife grade "flexible" sealant - see attached painting specifications, approx. 2"-3" wide (1" to 1-1/2" away from the center of the crack).

This proposal specifically excludes any structural repairs, hidden defects, concrete repairs and/or all stucco repairs other than the decorative finish coat stucco, such as but not limited to the lathe, wire mesh, waterproofing and other non-decorative finish stucco coats, i.e. scratch coat, mid-coat, brown coat.

3. CAULKING:

All window and door perimeter joints (stucco-to-metal and/or stucco-to-wood) will be caulked – No exceptions!

All window and door perimeter joints (stucco-to-metal and/or stucco-to-wood) will be inspected for loose and/or damaged caulk and be repaired as per attached paint specifications. (please see general conditions item #26 for more details).

This contract excludes any joint, caulking, sealant and/or gasket not specified above to include but not limited to metal-to-metal, metal-to-glass, glass-to-glass, expansion joint, or traffic joint.

4. STUCCO & MASONRY FINAL COAT:

One coat of paint as per attached painting specifications.

D. WOOD SURFACES:

Note: Work will be completed to meet Benjamin Moore/Sherwin Williams specifications and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

1. REPAIRS:

RCI Painting will perform a visual inspection of all wood surfaces from ground level. Any visible wood repairs will be reported to the Association and/or Property Manager and can be repaired by **RCI Painting** at an additional cost. Upon the Association's request, **RCI Painting** will submit the cost of the repairs to the Association and/or Property Manager. **RCI Painting** will not make any repairs without a written authorization from the Association.

Note: **RCI Painting** cannot be liable for any wood issues that are not visible to the naked eye during visual inspection from ground level.

2. PREPARATION AND PRIMING:

All bare wood surfaces will be spot primed as per attached painting specifications.

Note: All glossy surfaces will be sanded to a dull finish before painting.

3. FINAL COAT:

One coat of paint as per attached painting specifications.

E. METAL SURFACES:

Note: Work will be completed to meet Benjamin Moore/Sherwin Williams specifications and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

1. PREPARATION AND PRIMING:

All loose rust will be removed prior to the prime coat application by wire brushing or/and scrapping.

A Liquid Rust Converter (such as OSPHO) will be applied to all rusted surfaces and allowed to dry per the manufacturer's specification.

All bare non-ferrous metal surfaces will be spot primed with see attached painting specifications.

All bare metal door surfaces will be spot primed with see attached painting specifications.

Door surfaces: All door surfaces will be lightly sanded, cleaned, solvent wiped prior to paint application.

2. FINAL COAT:

One coat of paint as per attached painting specifications.

Note: Door surfaces will be checked if previously painted with Oil Base or Water base (Latex) Paint.

F. WARRANTY:

Note: Work will be completed to meet Benjamin Moore/Sherwin Williams specifications and periodically inspected by a Benjamin Moore/Sherwin Williams representative.

Benjamin Moore/Sherwin Williams will issue a **TEN (10) YEAR LABOR and MATERIAL** warranty for their products. This limited warranty is for stucco wall surfaces.

RCI Painting will issue a **TEN (10) YEAR LABOR and MATERIAL** warranty for our workmanship. This limited warranty is for stucco wall surfaces. If there is a paint failure on the stucco walls surfaces due to workmanship by **RCI Painting** personnel, **RCI Painting** will provide free labor to correct these problem(s).

RCI Painting excludes from this warranty all other areas, surfaces and finishes and further excludes acts of God, vandalism, structural or preexisting construction defects, prior coat delamination, rust, hydro-static pressure, damaged or missing vapor barrier, moisture intrusion, abuse, negligence, and/or issues related to or caused by chemical grouting, crack injection, crack rout & seal or repairs made by others.

SPECIAL MILDEW WARRANTY:

RCI Painting will issue its own **TWENTY-FOUR (24) MONTH WARRANTY** against growth of mildew on vertical stucco wall surfaces.

G. PRICES:

1. The painting price is: **\$9,885.00.**

The price includes all labor, supervision, equipment and specified materials for the:

Preparation and exterior painting of one (1) commercial building known as The West Settlers Condominium Association, Inc., located in Delray Beach, Florida.

2. Option – Prepare and repaint front doors: **\$600.00** Initial ____

H. TERMS:

1. **RCI Painting** requires **NO** down payment.
2. A payment will be due every two weeks per completed and inspected number of units/homes.
3. Any new arrangements, verbal promises, agreements, etc., that are not listed in this contract, must be added to this contract, in writing and initialed by both parties.
4. **RCI Painting** maintains a DRUG-FREE work place and SAFETY PROGRAM which complies with OSHA regulations.
5. **RCI Painting** is bonded, carries workmen's compensation insurances on all of its employees and holds a \$2,000,000 general liability.
6. For financial research, **RCI Painting** Dun & Bradstreet number is: 94-522-5811.
7. **RCI Painting** is a member of the Better Business Bureaus (BBB). Our rating with the Better Business Bureaus is **A+**.
8. **RCI Painting** licenses numbers are: Palm Beach: U-16498, Broward: 91-6607-P-R, Martin: MGPTG5743.
9. **Fiddler Roof Cleaning** licenses numbers are: Palm Beach: 2011-39848, Broward: 329-238440, Martin: CCC1330008.

I. GENERAL CONDITIONS:

1. Customer refers to the owner, association and/or Management Company. Any and all decisions made by the Customer shall be binding and cannot be subsequently changed or superseded by reason of a change in Customer Board Members.
2. Contractor refers to RCI Painting, their agents and/or subcontractors. Contractor shall furnish all Supervision, Labor, Specified Material and Equipment necessary to complete the agreed upon work for the named property per this proposal and cannot be subsequently changed or superseded by reason of a change in Contractor Board Members.
3. Customer shall grant the contractor permission to work in the areas to be painted and shall be required to prepare all work areas so as to be safely accessible and acceptable for Contractor. Access shall include trimming or tie back of landscaping and/or removal of impediments to areas to be painted such as screens or other accessories and appurtenances. Contractor will not be called upon to commence work until it deems sufficient areas are ready to allow logical, continued and efficient progress of work until completion. Removal and re-installing of screens will be the responsibility of the Customer. However, Contractor will remove the screens at no extra charge but installation of new screens will be Customer responsibility.
4. Customer shall designate one individual to represent the owner(s) in all matters pertaining to the work as it progresses and any negotiations between Customer and Contractor. Customer will ensure interference by unauthorized individuals will be controlled so as not to impede the smooth progression of the work.
5. Customer and/or association must provide water, electricity and all the necessary hook ups, at no cost to the Contractor as Contractor deems necessary to perform the work.
6. Customer shall be responsible to ensure all windows and doors shall be tightly closed during all exterior operations. Customer shall open and close all shutters in order to not delay Contractor.
7. Customer shall remove and protect miscellaneous items and loose objects within the designated work area such as, but not limited to potted plants, patio furniture, wind chimes, thermometers, rain gauges, clocks, alarm or entry keypads, doorbell buttons, ornaments. Customer shall arrange for vehicles of any type including but not limited to automobiles, trucks, campers, bicycles, trailers or boats to be moved from areas adjacent to building(s) where work is in progress.

8. Customer shall select, approve and sign for color acceptance prior to job start. This color selection must be reviewed and approved by RCI Painting as well prior to job start.
9. Change of colors may require additional cost(s). This proposal is prepared on the application of the same or similar color(s) to existing finish in color, tint and hue. Furthermore, when there is to be an exterior color change(s) unless otherwise previously agreed in writing this price is predicated on the condition that the material to be used will be of sufficient color depth, tint, hue and opacity to provide for one coat coverage over clear sealer, when applied under field conditions.
10. Customer shall be responsible for all, and obtain the necessary Architectural or Engineering Services necessary for, approvals, permits, permissions, plans, drawings necessary for the work from Owners, Boards, Associations and/or Governmental Agencies.
11. Contractor shall perform all work in a workmanlike manner by skilled mechanics and be carried out in such a manner as to minimize inconvenience to the occupants and tenants. All applicable standards adopted by the Painting and Decorating Contractors of America shall be incorporated into this contract.
12. Contractor shall determine the size of the work force, including a qualified foreman on the job at all times, as necessary for the means, methods and ongoing operations, and shall continuously and expeditiously proceed with the work until completion, weather permitting and access granted. Regular working hours are Monday through Friday from 8:00 am to 5:00 pm.
13. Contractor shall be responsible that their employees are fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the facility.
14. Contractor shall be responsible for the safety administration on the job, and must be in compliance with all OSHA safety regulations, City, State and Federal Laws.
15. Contractor will provide the customer with current certificates of insurance and licenses. Those certificates will be valid throughout the painting project. Contractor's insurance agent will notify the association of any cancellation or renewal of any contractor polices.
16. Contractor shall submit requirements for a staging area (shop and/or storage area) and the owner will make every effort to provide such an area. Protection of this storage area is the sole responsibility of the contractor and shall be left in a clean, safe, orderly and acceptable manner.

17. Contractor will use due care to identify areas of work where overspray or dripping may occur by marking with caution tape, rope, traffic cones, signs or a combination of the same. No damages will be paid for items located or parked within the identified areas.
18. Contractor shall be responsible for the protection of the occupant's property such as: screens, windows, walkways and all other areas from paint, splatter, drips or damage. Contractor assumes no liability or responsibility for damage to the interior surfaces or contents of the building caused by our operation.
19. Contractor will use most care to protect Customer and/or occupant's property from paint or damage.
20. Contractor has the first right of repairing or replacing a damaged article caused by the contractor employee. If it is necessary Contractor will hire a licensed party to repair or replace such damage.
21. Customer should not 'hold' or 'subtract' monies of the Contract to repair or replace such damage.
22. If customer repairs or replaces such damage without a written Contractor approval, Contractor will not be liable to reimburse Customer for such repair or replacement.
23. Contractor shall deliver specified materials to the job site in unopened containers and assume full responsibility for any materials stored on site. Contractor shall frequently remove trash caused by our operations and will not use the owner's facilities, unless previously agreed. Contractor shall remove all materials, equipment and debris resulting from our operations from the premises, exclusive of minor items such as but not limited to paint chips, dust or sand, within five working days from the final inspection by manufacturer, owner and contractor. For Interior work all areas shall be broom swept of debris caused by our operations.
24. Where paint, coating, caulk, sealant or other material(s) is damaged or has peeled, the loose edges shall be removed by hand sanding, hand scraping or wire brush or a combination of the above methods, as best as possible. However, prior edges may remain. The areas where paint, coating, caulk, sealant or other material(s) is missing, or loose/damaged, or has been removed, differences of aesthetic profile or texture may still remain. Previous stucco, concrete, caulking and/or sealant deficiencies such as but not limited to improper application/installation, excessive material, smears or improper material selection are not covered in this contract.

25. Paint delamination is the separation of one coating from another. Contractor will power wash all surfaces and seal/prime as per the painting specification but will only be responsible and warranty the new coat of paint it applied. If prior coats of paint are failing (paint delamination), lifting the new coat of paint with them, Contractor will not be responsible/liable for these repairs/issues.

26. Where the scope of work reads "Damaged caulk will be cut out and replaced", this is to reference intermittent windows in the community. If all windows or the majority of the windows in the community need to have caulk removed and replaced, it will result in additional charges.

27. The removal of certain stains such as but not limited to rust stains caused by corrosion of imbedded ferrous materials or rust stains from irrigation systems, insects/pest, automotive fluids, under-laying conditions (such as milky stains under sealed pavers) and other stains are beyond our control.

28. Occasionally the contractor's means and methods cleaning technique may reveal an unknown or unforeseen condition which is not included in the contract and requires additional labor and materials to complete the project. The contractor will make the customer aware of this condition(s). Contractor will solicit a remedy from the specification writer and provide a change order at additional cost(s) to the Customer, or when necessary Contractor will advise that another professional be contacted for direct contract with the Customer. In order to prevent undue delay, operations may continue in other areas when deemed possible and prudent by Contractor.

29. The paint that was applied on the floor surfaces has the maximum amount of non-skid material allowed per the paint manufacturer guidelines. Even with the non-skid material, floor surfaces may be slippery when wet also non-skid materials will wear-off with traffic and exposure to weather. Therefore, RCI Painting will not be liable for any slip-and-fall allegations. Please be aware that non-skid materials on painted surfaces will cause these surfaces to get dirty faster.

30. Any condition or situation not specifically included in this proposal shall be negotiated between the customer and the contractor, and attached in writing to the proposal/contract as an "addendum to the original proposal/contract". When a discrepancy is found to exist between the specifications, technical data, published information, and/or other contract documents and this proposal/contract the more stringent may apply by Customer direction with the understanding and agreement that when Contractor is directed by Customer to perform work caused by the discrepancy, Contractor is entitled to recover from Customer any additional cost(s) including but not limited to cost(s) for supervision, labor, equipment, material and duration expenses, to include any and all overhead and profit for work ordered by Customer due to this discrepancy.

31. In case of non-payment (an invoice not paid within thirty (30) days), an interest rate of 1.25% shall be added to the unpaid balance due, per month. Contractor also reserves the right to lien any property that has not fulfilled their contractual payment. Lien and legal fees will be added to the contract price, and paid by the customer.

32. After sixty (60) days of non-payment, the account will be considered 'A Delinquent Account'. It will be sent to a legal collections agency and will require the Association/Owner(s) to pay legal fees in addition to the amount due and interest.

33. If it becomes necessary to hire an attorney to enforce any provision of the contract, the prevailing party shall be entitled to recover their costs and attorney's fees incurred prior to suit, as well as in litigation, appeal and any bankruptcy or administrative proceedings.

34. Whether attributable to contract, warranty, tort (including negligence), strict liability or otherwise, Contractor's responsibility for any claims, damages, losses or liabilities arising out of or related to its performance of this contract, including but not limited to any correction of defects under the Warranty, shall not exceed the contract price. In no event shall Contractor be liable for any special, indirect, incidental, consequential, or punitive damages of any character, including but not limited to damages claimed for loss of use of productive facilities or equipment, lost profits, governmental fines or penalties, lost production, or non-operation or increased expense of operation, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, strict liability or otherwise

35. No shareholder, member, officer, director, employee or agent of the Customer or the Contractor shall be personally liable, directly or indirectly, under or in connection with this agreement, or any document, instrument or certificate securing or otherwise executed in connection with this agreement, or any amendments or modifications to any of the foregoing, made at any time or times, hereto or hereafter, and the Customer and the Contractor and each of their successors and assigns, do hereby waive any such personal liability.

J. OTHER IMPORTANT NOTES:

1. **RCI Painting** will provide some paint to the Association for touch up purposes.
2. **RCI Painting** will help the Association with the color selection.
3. **RCI Painting** will rent (at its expense) a port-o-let for the use of its employees.
4. **RCI Painting** will have at all times a non-working supervisor (who will not be painting). The supervisor is fully skilled and speaks English. He will carry a cellular phone for means of communication.
5. **RCI Painting** will inspect all exterior surfaces for any existing damages before any work commences. This inspection will be taped by a video camera.
6. Paint manufacturer representative will make inspections of **RCI's Painting** work in progress and provide a copy of this report to the Association.
7. All equipment will be stored in a trailer that will be parked in a place designated by the Association (this trailer is approximately the size of a normal car).
8. All trash/debris resulting from our operations will be picked up on a daily basis by **RCI Painting**, exclusive of minor items such as but not limited to paint chips, dust or sand.
9. **RCI Painting** is bonded, carries workmen's compensation insurances on all of its employees and holds a \$2,000,000 general liability.
10. **RCI Painting** maintains a "DRUG FREE" place and a "SAFETY PROGRAM" which complies with all OSHA regulations.
11. **RCI Painting** will take necessary precautions, in terms of securing equipment and supplies, when a hurricane watch is declared.
12. Areas the contractor deems necessary will be masked to prevent paint from covering unwanted areas. When applicable special care will be applied to accordion shutters so paint does not affect their opening and closing.

K. ACCEPTANCE OF PROPOSAL:

The above (inclusive of pages 1 to 18) prices, specifications, terms and conditions are hereby accepted. In consideration for the price(s) quoted herein Contractor is authorized to do the work as specified. Payments will be made as outlined above.

The West Settlers Condominium Association, Inc. (Customer):

Name: _____ Signature: _____ Date: _____
Authorized Representative

The individual signing hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the above named Customer and that this Agreement is binding upon the named Customer in accordance with its terms.

Name: _____ Signature: _____ Date: _____
Authorized Representative

The individual signing hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the above named Customer and that this Agreement is binding upon the named Customer in accordance with its terms.

RCI Painting (Rainbow Colors, Inc.) (Contractor):

Name: _____ Signature: _____ Date: _____
Authorized Representative

The individual signing hereby represents and warrants that s/he is duly authorized to execute and deliver this agreement on behalf of RCI Painting (Rainbow Colors, Inc.) and that this Agreement is binding upon RCI Painting (Rainbow Colors, Inc.) in accordance with its terms.

Note: This proposal supersedes any and all prior proposals and/or prices for these work items in whole or any part thereof, and may be withdrawn if not accepted within 30 calendar days.

END OF PROPOSAL #27939

EXHIBIT “B”
PROGRAM GUIDELINES



PAINT-UP & SIGNAGE PROGRAM

PURPOSE

The Paint-Up & Signage Program was originally established by the Delray Beach Community Redevelopment Agency (CRA) to encourage existing building owners or tenants to improve the exterior of their buildings through a new coat of paint and was later expanded to include signage. The program allows the building owner or tenant to share the cost of adding signage to or painting an existing building with the CRA.

To qualify for the Paint-Up & Signage Program, the structure must be located in the CRA District. The CRA will provide a matching grant for up to 50% of the cost of approved exterior signage and painting projects. The applicant must submit a completed application accompanied by two estimates from licensed painters and/or sign companies and, if the proposed painting or signage is part of a larger renovation/addition project, a total project budget. Review and approval of the application may take up to four weeks to process.

Improvement projects that begin before the grant application is approved by the CRA Board are not eligible for funding assistance under the Paint-Up & Signage Program.

ELIGIBILITY AREAS & GENERAL PROVISIONS

According to the CRA Community Redevelopment Plan, the intent of the CRA's funding assistance programs is to support redevelopment projects, commercial property improvements, and businesses throughout the CRA District in order to increase business opportunities and activity, increase job creation, and encourage commercial investment. As such it is the intent of the program to provide assistance to owners or tenants of commercial. Eligible structures include existing commercial structures located throughout the CRA District. Eligible expenses include exterior painting, pressure cleaning as prep-work for painting, and exterior signage.

The following structures, expenses, and projects will be automatically **ineligible** for assistance:

- Structures located outside of the CRA District.
- Structures located within CRA Sub-Areas #1 and #2, unless the applicant is an art gallery, art studio, office user, or personal service provider operating within the structure. An office user is defined as any business entity primarily engaged in professional, administrative and/or clerical activities, including but not limited to company headquarters, financial services (excluding banks), insurance agencies, architects, lawyers, engineers, real estate offices, marketing, advertising or design firms, travel agencies, consulting firms, software and technology firms, abstract and title agencies. The term "office user" does not include medical offices or medical clinics, or call centers. A personal service provider is defined as any business entity primarily engaged in services such as barbershops or salons (Refer to CRA Geographical Sub-Areas map.)
- Painting, pressure cleaning and signage projects started prior to approval of application by CRA Board.
- Projects done without the proper City approvals or licenses.
- Projects using colors not approved by the Delray Beach CRA and the City's Planning and Zoning Department.
- Projects claiming historic designation must provide proof of such designation. Designation must have been approved prior to submission of application.
- Any business which is a non-conforming use as determined by the City of Delray Beach.
- Residential structures including single family homes and duplexes and multi-family residential properties.



PAINT-UP & SIGNAGE PROGRAM

Applicants may not apply for funding through the Paint-Up & Signage Program if previously awarded funding under the Site Development Assistance Program for painting and signage and/or if previously awarded funding under the Paint-Up & Signage program within the last ten (10) years. Businesses expanding to add additional locations may be eligible to reapply. New businesses applying for funding assistance cannot have the same officers/partners/directors/members as an existing or previous grantee business.

FUNDING & AWARD LIMITS

The maximum award amount per project is 50% of exterior painting, pressure cleaning, and signage costs, up to \$5,000. Funding assistance is limited to a maximum of \$5,000 per applicant per year. Funding is budgeted on an annual basis and awarded on a first-come, first-served basis. All applications are subject to the approval of the CRA board.

PROCEDURES FOR IMPLEMENTATION

All applicants are required to meet with CRA staff prior to submitting an application. Applications will not be considered until all required documentation has been submitted to the CRA.

Application packets must include the following documentation:

- a. Completed/executed application form
- b. Copy of executed commercial lease OR warranty deed
- c. Written proof of owner permission to make the proposed improvements/renovations
- d. Paint Color Samples – colors must be labeled to indicate color choices for the building, trim, and accent, as appropriate.
- e. Two Detailed Cost Estimates – Estimates for painting and/or signage projects must be from licensed and insured painters and legitimate signage companies. Two estimates for each type of improvement must be submitted.
- f. Written Verification of Color Change Approval – If the applicant is proposing to change the color of the building, the color change must be approved by the City's Planning & Zoning Department prior to the submission of the application.
- g. Verification of Signage Approval from the City (i.e. approved permit)
- h. Photographs of the existing exterior condition of the property
- i. Proof of historic designation (contributing or historic structure), if applicable.
- j. Completed W-9 Form – A form completed by the vendor(s) that should be paid must be on file with the CRA.

Building tenants must have written permission from the property owner(s) to paint the structure and to participate in the Paint-Up & Signage Program. Completed applications will be scheduled for a CRA board meeting agenda for approval. Projects may proceed only after the application receives approval from the CRA Board. Up to six weeks should be allowed for application processing.



PAINT-UP & SIGNAGE PROGRAM

FUNDING DISBURSEMENT PROCESS

CRA funding will be paid directly to the paint or sign vendor after staff has verified that the improvements are complete, and after the City of Delray Beach has completed any required final inspections and/or issued a Certificate of Occupancy for the project.

To request payment to the vendor, the grantee must submit the following documentation:

1. **Copies of All Final Detailed Work Invoices** – cost estimates and proposals will not be accepted. Invoices must show the scope of work performed and itemized costs.
2. **Proof of paid match** – The grantee must provide documentation to the CRA evidencing that the grantee has paid the grantee's share of the costs for the scope of work. Acceptable documentation includes the front and back of a cleared check or money order; or a credit card transaction record or statement. Cash receipts are not satisfactory for purposes of reimbursement.
3. **Photos of the completed improvements** – high-resolution digital photos are preferred.
4. **Completed W-9 Form** – A form completed by the vendor(s) that should be paid must be on file with the CRA.

After receiving a completed reimbursement request, staff will conduct a site visit to verify improvements prior to processing the payment. Funding will be paid directly to the vendor(s) for 50% of the approved paint-up and signage project costs, up to the maximum approved award amount.

As a grantor, the CRA is in no way responsible for the choice of a painting contractor or the quality of work delivered.

The CRA may impose any additional or alternate terms and conditions it deems appropriate to protect the assets of the organization, with regards to funding and reimbursement.



PAINT-UP & SIGNAGE PROGRAM

Delray Beach CRA Sub-areas Map

