

**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY  
RENT SUBSIDY GRANT AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of June, 2018, 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 Erin L. Deady, P.A., hereinafter referred to as "Grantee."

**W I T N E S S E T H:**

**WHEREAS**, it is the policy of the CRA to stimulate and encourage economic growth within the CRA's redevelopment area, pursuant to carrying out its purposes as provided for under Chapter 163, *Florida Statutes*; and

**WHEREAS**, the CRA has implemented the Business Development Assistance Grant Program ("Program") in order to provide incentive payments to facilitate the establishment of new businesses, create jobs, and promote the economic wellbeing within the Community Redevelopment Area; and

**WHEREAS**, pursuant to the administration of the Program, the CRA wishes to provide assistance towards the Grantee's monthly rent payment; 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 CRA's Community Redevelopment Plan to award a grant 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 Section 1.01 shall have the following meanings, except as herein otherwise expressly provided:

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

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

(c) "Grantee" means Erin L. Deady, P.A., a Florida Profit Corporation, and any successors and assigns thereof, including any entity, partnership, joint venture, or other person in which Erin L. Deady, P.A. is a general partner or principal, but not including any entity, partnership, joint venture, or other person in which Erin L. Deady, P.A. is a general partner or principal which is not undertaking or participating in any development of the Project, or any part thereof.

(d) "Plan" means the community redevelopment plan for the Area, as approved by the City Commission, and any amendments to the Plan.

(e) "Property" and "Business Location" means the tract of land located in the Area in which the Business will be located, as more particularly described herein.

## **ARTICLE 2. PURPOSE; 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

(c) Grantee intends to operate the Business on the Property.

(d) 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 establishing a business.

### **2.02. Intent; Cooperation.**

(a) The parties mutually recognize and acknowledge that the Grantee desires Agency's financial assistance in the form of the funds provided by the Agency pursuant to this Agreement, and the Agency's obligation to make the payments is subject to the Grantee continuing the operation of the Business at the Property pursuant to the terms of this Agreement.

(b) The parties hereto recognize and acknowledge that the successful operation of the Business 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 Business is designed, constructed, equipped, completed and operated as provided herein.

## **ARTICLE 3. GRANTEE'S PERFORMANCE OBLIGATIONS**

3.01 The Grantee shall operate the Business on the Property in accordance with the Business Plan provided to the Agency with the application for the Business Development Assistance Grant.

Grantee agrees that it will carry out the Business and activities as more specifically set forth in **Exhibit "A" Business Operations**, which is attached hereto, and incorporated herein by reference. Grantee agrees that it is solely liable to the CRA for performance under this Agreement. Grantee hereby certifies that it is authorized by law to be so bound.

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 receiving any Grant 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 program requirements as set forth in this Agreement.

#### **ARTICLE 4. PAYMENT PROCEDURES, CONDITIONS**

4.01 To receive the rent subsidy payments, the Grantee must submit the following:

- a. Employment verification documentation, including payroll summaries and proof of payment, illustrating that the Grantee has created the minimum required full-time equivalent W-2 job positions, and that said positions have been on the Grantee's payroll for at least a one-month period prior to the commencement of the start of subsidy payments. Such documentation shall be provided to the sole and absolute satisfaction of the CRA.
- b. Quarterly employment verification documentation, including payroll summaries and proof of payment, illustrating that the Grantee has retained the minimum required full-time equivalent job positions during the grant period. The CRA shall issue a written notice to the Grantee at least three (3) weeks in advance of such documentation being due to the CRA. Grantee agrees to provide the documentation to the sole and absolute satisfaction of the CRA.
- c. A completed W-9 form, completed by the Grantee's Landlord. If the Grantee is unable to obtain the required form from the Landlord after reasonable attempts, the Grantee may complete the W-9 form, allowing the CRA to make subsidy payments directly to the Grantee, by reimbursement.
- d. In the event the Grantee completes the W-9 form, the Grantee shall provide proof of payment of rent to the Landlord to the CRA by the 15<sup>th</sup> of each month in order for the CRA to process the reimbursement payment.

4.02 Subsidy payments in the amount of Five Hundred and 00/100 Dollars (\$500.00) will be paid on a monthly basis beginning on the first day of the first full month after the approval of this agreement, and shall continue for a period of no more than twelve months. Payments shall be made by the Agency directly to the Landlord at the following address, 255 NE 6<sup>th</sup> Avenue, Delray Beach, FL 33483, so long as the Grantee complies with the terms and conditions of the Program.

4.03 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.

4.04 In the event the Grantee ceases to exist, ceases or suspends its operations at the Business Location specified in this agreement, or otherwise 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 or assigns 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 subsidy payments made to Grantee or Landlord pursuant to this Agreement exceed the maximum total grant of Six Thousand and 00/100 Dollars (\$6,000.00) during the term of this Agreement.

## **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 the times specified, or within a reasonable time if no time is specified herein, 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) For good and valuable consideration herein provided, the receipt of which is hereby acknowledged by the Grantee, the Grantee agrees to indemnify, defend and hold harmless, the Agency, its respective agents, officers, or employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, for personal injury, bodily injury, death or property damage arising out of, or by reason of any act or omission of the Grantee, its agents, employees or contractors arising out of, in connection with or by reason of, the performance of any and all services contemplated by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all services contemplated by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance of such services. The indemnification shall survive the Agreement's termination.

## **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. If, through any cause, Grantee fails to fulfill in a timely and proper manner its obligation under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Agency shall thereupon have the right, after notice and a fifteen (15) day opportunity to cure by Grantee, to terminate this Agreement or suspend payment in whole or part by giving written notice to Grantee of such termination or suspension of payment and specifying the effective date thereof, at least five (5) days before the effective date of termination or suspension. If payments are withheld, the CRA shall specify in writing the actions that must be taken by Grantee as a condition precedent to resumption of payments and should specify a reasonable date for compliance.

## **ARTICLE 9. AVAILABILITY OF FUNDS**

9.01. The CRA's obligation to pay under this Agreement is contingent upon having received tax increment funds pursuant to Chapter 163, Part III, Florida Statutes, and that the funds for the Business Development Assistance Grant 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 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 and assigns.

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: Jeffrey A. Costello, Executive Director  
Delray Beach Community Redevelopment Agency  
20 N. Swinton Avenue  
Delray Beach, FL 33444  
Telephone No. (561) 276-8640  
Facsimile No. (561) 276-8558

Copy to: David N. Tolces, Esq.  
Goren, Cherof, Doody & Ezrol, P.A.

3099 East Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308  
Telephone: (561) 276-9400  
Facsimile: (954) 771-4923

For Grantee: Erin L. Deady, P.A.  
54 1/2 SE 6<sup>th</sup> Ave.  
Delray Beach, FL 33483

(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. 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.

13.08. Entire Agreement. The Agency 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.

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

\_\_\_\_\_  
Jeffrey A. Costello, Executive Director

By: \_\_\_\_\_  
Shelly Petrolia, Chair

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_, a Florida \_\_\_\_\_, on behalf of the \_\_\_\_\_. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification

\_\_\_\_\_  
Notary Public – State of Florida

DNT:dnt

**EXHIBIT “A”**  
**BUSINESS OPERATIONS**

**Name of Company:** Erin L. Deady, P.A.

**Description of Business:** Law and urban planning consulting firm

**Proposed Number of Employees:** 2

**Location:** 54 1/2 SE 6<sup>th</sup> Avenue, Delray Beach, FL 33483

**Landlord Name and Address:** MaBa Holdings, LLC  
Attn: Matthew Gracey  
255 NE 6<sup>th</sup> Avenue  
Delray Beach, FL 33483

**Lease Term:** 2 years (**minimum 2 years**)

**Monthly Rent per Lease:** \$2,200.00

**CRA Monthly Grant Amount:** \$500.00

**CRA Total Funding Amount:** \$6,000.00