

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

THIS AGREEMENT is made this ____ day of _____, 2021, 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 **CORNER OFFICE DELRAY, LLC**, a Florida limited liability company, 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 Community Redevelopment Area ("Area"), pursuant to carrying out its purposes as provided for under Chapter 163, *Florida Statutes*; and

WHEREAS, the CRA has implemented the Rent Subsidy 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) "Business" means the for-profit business operated by the Grantee at the Property.

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

(d) "Grantee" means CORNER OFFICE DELRAY, LLC, a Florida limited liability corporation, and any successors and assigns thereof, including any entity, partnership, joint venture, or

other person in which CORNER OFFICE DELRAY, LLC is a general partner or principal, but not including any entity, partnership, joint venture, or other person in which CORNER OFFICE DELRAY, LLC is a general partner or principal which is not undertaking or participating in any development of the Project, or any part thereof.

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

(f) "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, which are attached hereto as **Exhibit "B"** and incorporated herein by reference.

(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 Rent Subsidy Program.

Grantee agrees that it will carry out the Business and activities as more specifically set forth in **Exhibit "A", entitled 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, but not limited to, 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, but not limited to 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 15th of each month in order for the CRA to process the reimbursement payment.
- e. The CRA will conduct a site visit before subsidy payments begin in order to verify that the Business is in operation. The CRA may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the Agreement.

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 (12) months. Payments may be made by the Agency directly to the Landlord at the following address, 6624 Jessica Court, Lake Worth, FL 33467 or by reimbursement to the Grantee, so long as the Grantee complies with the terms and conditions of the Program.

4.03 This Agreement shall be effective upon execution of this Agreement by both parties ("Effective Date") and shall terminate after the twelfth (12) and final payment is paid (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.

4.04 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.

4.05 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.

(b) The Grantee's indemnity obligations under subsection shall survive the Termination Date and shall apply to occurrences, acts, or omissions that arise on or before the Termination Date even if any claim arising from such occurrences, acts, or omissions is asserted after such date.

(c) The Grantee's indemnity hereunder is in addition to and not limited by any insurance policy and is not and shall not be interpreted as an insuring agreement between or among the parties to this Agreement, nor as a waiver of sovereign immunity for any party entitled to assert the defense of sovereign immunity.

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 Rent Subsidy 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: Renée A. Jadusingh, Esq., 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
With email copy to: Kim N. Phan, Esq., Legal Advisor
Kimp@mydelraybeach.com

For Grantee: Gina Pierre, Managing Member
Corner Office Delray, LLC
401 West Atlantic Ave
Delray Beach, FL 33444
Telephone: 561-450-8700, Ext. 701
Email: ginapierre@cornerofficedelray.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 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 public agency all public records in possession of the Grantee or keep and maintain public records required by the public 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 public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public 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**

**CHRISTINE TIBBS
561-276-8640
TIBBSC@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 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. The CRA's Executive Director may further approve and amend this Agreement by executing a written agreement signed by both parties.

(This Space is 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: _____
Shirley E. Johnson
CRA Board Chair

APPROVED AS TO FORM:

CRA Legal Advisor

ATTEST:

CORNER OFFICE DELRAY, LLC, a Florida
limited liability company

Print Name: _____

By: _____

Print Name: _____

Title: _____

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 _____ by Gina Pierre as Managing Member of CORNER OFFICE DELRAY, LLC, a Florida limited liability company, on behalf of the company. He ___ is personally known to me or ___ has produced _____ as identification.

Signature

Name and Title

Commission Number

EXHIBIT “A”

BUSINESS OPERATIONS

Name of Company: CORNER OFFICE DELRAY, LLC

Description of Business: Corner Office is a an independently owned and operated licensed Amazon Hub. The concept is a business services center complete with conference rooms available for business use and rental, including access to mailroom/mailbox rentals, printing services.

Proposed Number of Employees: 7

Property/Business Location: 401 West Atlantic Avenue, Delray Beach, FL 33444

Landlord Name and Address: MANDM, LLC
6624 Jessica Court
Lake Worth, Florida 33467

Lease Term: 5 years (minimum 2 years)

Monthly Rent per Lease: \$3,000.00

CRA Monthly Grant Amount: \$500.00

CRA Total Funding Amount: \$6,000.00

EXHIBIT “B”
PROGRAM GUIDELINES