

This instrument prepared by:
Burnadette Norris-Weeks
City Attorney
City of Pahokee
207 Begonia Dr.
Pahokee, FL 33476

GRANT AGREEMENT

City of Pahokee Minor Home Repair Program

THIS GRANT AGREEMENT is entered into on this _____ day of _____, **2023** between the “City of Pahokee, and _____ (“Grantee”) whose address is _____, Pahokee, FL 33023 containing property legal description as described in **Exhibit 1** (the “Property”).

WITNESSETH:

WHEREAS, On March 10, 2021, the United States Congress passed, and on March 11, 2021, President Joseph Biden signed into law, the American Rescue Plan Act (“ARPA”); and

WHEREAS, ARPA established the Coronavirus State Fiscal Recovery Fund (“CSFRF”) and Coronavirus Local Fiscal Recovery Fund (“CLFRF”), together known as the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program, which provides a combined \$350 billion in assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery; and

WHEREAS, The City received federal funding in the form of the SLFRF under ARPA in response to the coronavirus (“COVID-19”) pandemic. These funds may be used to carry out a wide range of community development activities, including those that benefit local communities; and

WHEREAS, The Interim Final Rule on SLFRF issued by the Department of the Treasury (“Treasury”) effective May 17, 2021, and the Final Rule issued by the Department of the Treasury effective April 1, 2022, (together the Interim Final Rule and the Final Rule are hereinafter referred to as the “Rule”) provide the rules and guidelines for how the ARPA funds may specifically be spent. Further, the Rule allows for the City to transfer SLFRF funds to a beneficiary who experienced a negative economic impact due to the COVID-19 public health emergency; and

WHEREAS, ARPA states the City may grant awards to eligible beneficiaries for an eligible ARPA expenditure; and

WHEREAS, the City desires to provide grants benefiting residents in need of assistance to complete approved home repairs to owner-occupied, single-family homes in the City; and

WHEREAS, the grants will be made available to qualified City homeowners; and

WHEREAS, the City also desires to promote business opportunities for local contractors and other licensed tradesmen; and

WHEREAS, to carry out this purpose, the City has established the City of Pahokee Minor Home Repair Program (the “Program”); and

WHEREAS, the City has budgeted funds to provide grants benefitting Pahokee residents who desire assistance to complete health, safety and welfare related home repairs to owner-occupied, single-family homes within the City; and

WHEREAS, the Program Grantee agrees to have the home repair services for which their grant has been approved per the terms of the Program, Program Application, and this Agreement.

WHEREAS, in conjunction with a licensed home repair contractor, the Grantee shall complete the approved scope of services in accordance with the City of Pahokee Minor Home Repair Program.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

The Grantee in conjunction with a licensed contractor shall complete required home repairs as permitted by the City’s Building Department, and in accordance with the attached Scope of Repair Services (See **Exhibit 2**).

ARTICLE II
CONDITION OF SERVICES

The Grantee agrees to the following:

- a) Repairs shall be limited to owner-occupied, single-family homes in the City of Pahokee occupied by “low income” residents as defined by Palm Beach County.
- b) Maintenance of records including, but not be limited to, the following:
 - 1. Information identifying household income, head of household, ethnicity, race and gender, to the extent allowed by law;
 - 2. Other documentation that may be required by the City.
- c) The Grantee shall not, for a period of two (2) years from the execution of this agreement, rent or otherwise convey or transfer title to the property or any portion of the property.
- d) Allow City of Pahokee officials on the premises and give access to inspect the site to identify and confirm eligibility of requested home repairs. An appointment shall be scheduled in advance between the homeowner and the City to review existing conditions identified home repair item prior to approving the requested repairs.

- e) The Grantee shall, to the extent permitted by law, allow all necessary personal and financial background investigations to be conducted by the City. Grantee shall provide City with any consents or authorization required by any third party who has such information.
- f) The Grantee shall not use the Premises, or any portion thereof, or permit the same to be used for any illegal, immoral or improper purposes, nor to make, or permit to be made, any disturbance, noise or annoyance whatsoever detrimental to the premises or the comfort and peace of the inhabitants living within the vicinity of the demised premises. Any violation of this provision within three (3) years from the execution of this Agreement shall result in the entire grant becoming due and payable by the Grantee to the City notwithstanding the City's agreement to discharge a portion of the debt each year.
- g) The City's Program shall be performed by general contractors and other tradesmen licensed to perform construction work by the State of Florida who also possess valid local business licenses.
- h) As part of applying for funds from the Program, the Program Grantee provided satisfactory documentation to the City evidencing their eligibility, including, but not limited to, the following:
 - 1. Proof of residency.
 - 2. A Pahokee address and possession of a valid, current license;
 - 3. A description of the home repair services which the Program Grantee's contractor is qualified and willing to provide; and
 - 4. Other documentation required by the City as part of the application process.
- I) Once a homeowner has been deemed eligible to receive a grant, the City's Program inspector ("Inspector") will schedule an appointment to visit the Property to review existing conditions relating to the identified home repairs prior to approving the requested repairs. The Inspector will evaluate the need for repairs and the reasonable cost of such repairs, and will assist in noting specifications necessary to meet code requirements.
- J) The quote will set out in detail all repair services to be performed, the materials needed, the cost of labor and materials, and the proposed project schedule, including the proposed payment schedule. The Contractor shall also provide evidence of current licensure and insurance (general liability and worker's compensation).
- K) The Program Grantee will enter into a written repair agreement ("Repair Agreement") with the contractor based upon a quote (including scope of services, cost of labor and materials, and project schedule) approved by the City Building Department. The amount of the grant award shall be an amount equal to the Repair Agreement price. The Repair Agreement

shall not include any services or materials other than those specified in the approved quote. Any additional repairs the Program Grantee has performed by the Contractor, that are not part of the Program, are the sole responsibility of the Program Grantee.

- L) The Repair Agreement must state that the contractor will provide commercially acceptable materials that meet the specific material requirements in the Repair Agreement and repairs to the Property by the contractor shall conform to generally accepted standards of workmanship for similar repair work, with no waiver of express or implied warranties. In addition, the Repair Agreement must include the contractor's standard warranty for similar residential projects or a one (1) year warranty, whichever length of time is greater.
- M) The Repair Agreement will be between the Program Grantee and the Contractor; payment to fulfill the Repair Agreement is pursuant to Article III of this Agreement the Program Grantee will not be reimbursed if the repairs do not meet local building codes.
- N) The Program Grantee and the Contractor shall give all the City officials and authorized City representatives' reasonable access to the Property to inspect the repair work being performed for permitting purposes and to observe the progress of the work.

ARTICLE III **TERM OF AGREEMENT**

This Agreement shall be deemed effective upon execution by both parties, and shall terminate immediately upon (1) the Program Grantee's voluntary withdrawal from the Program, (2) completion of the repair to the Property and final payment to the Program Grantee in accordance with this Agreement, or (3) the City's decision to remove the Program Grantee from the program for any reason, including loss of eligibility, unacceptable performance, or any other breach of this Agreement.

ARTICLE IV **AMOUNT OF GRANT**

The City shall award the Grantee an amount not to exceed _____ Dollars. Payment for work satisfactorily performed under a Repair Agreement reimbursed to Program Grantee upon proof of payment to Contractor . Funding shall be disbursed following the completion and acceptance of the work and following inspection(s) by the Inspector and/or other City representatives to verify the satisfactory completion of all authorized repairs. Payment shall be conditioned upon the Contractor providing satisfactory proof that any subcontractors and suppliers used for the project have been paid in full and have provided a waiver of liens. The City shall determine those Projects requiring an advance purchase of supplies prior to the commencement of work to be performed on a case-by-case basis. If the City determines that there is a financial need by Grantee requiring an advancement for supplies, an estimate shall be obtained from the Home Depot store located at 220 South State Road 7, West Palm Beach, Florida 33414, documenting the amount needed to begin

work up to a limit of \$1,000.00. If the City agrees with the provided estimate, an authorized City staff person shall accompany Grantee's Contractor to the Home Depot store located at 220 South State Road 7, West Palm Beach, Florida 33414 where the supplies will be purchased by City directly from said Home Depot store. All advanced supply purchase amounts shall be deducted from the total grant award amount. Any advanced payment shall be deducted from the total grant award.

ARTICLE V **DEFAULT**

For purposes of this Agreement (and the documents referenced or incorporated), a default shall include without limitation the following acts or events of the Grantee, its agents and employees, as applicable and as further detailed below:

- (1) Failure to comply with applicable federal, state and local regulations and laws.
- (2) Breach regarding any of the terms and conditions of this Agreement including, but not limited to, false, inaccurate, or misleading information provided in the Application.

In the event of a breach, the Grantee shall pay to the City the entire amount of the Grant and may exercise any and all rights including the rights to bring any and all legal and/or equitable actions in Palm Beach County, Florida, in order to enforce the City's right and remedies against the Grantee. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fees, at trial and appellate levels, to the extent allowed by law.

ARTICLE VI **ENTIRETY OF AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties and the recitals set forth above, which are hereby incorporated herein by this reference. 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, unless reduced to writing and duly approved and signed by all parties.

ARTICLE VII **AMENDMENTS**

Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties. This Agreement contains all the terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties.

ARTICLE VIII
TERMINATION

It is expressly understood and agreed that in the event of curtailment or non-availability of grant funds, the City's obligation to make further payments under provisions of this Agreement will terminate effective as of the time that the City determines that funds are no longer available. In the event of such determination, the Grantee agrees that it will not look to nor seek to hold liable the City for the further performance of this Agreement and the City shall be released from further liability each to the other under the terms of this Agreement.

ARTICLE IX
INDEMNIFICATION

To the extent permitted by law, the Program Grantee shall indemnify, hold harmless and, at the City's option, defend or pay for an attorney selected by the City to defend the City, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs (including attorney's fees) arising from or in connection with this Agreement or any contracts the Program Grantee enters into with a contractor pursuant to this Agreement. The Program Grantee shall pay all claims and losses of any nature, and shall defend, as described above, all suits, on behalf of the City, its officers, employees or agents and shall pay all costs and judgements which may issue. Compliance with any insurance requirements shall not relieve the Program Grantee of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this section. Nothing contained in this provision or elsewhere in this Agreement (including exhibits and attachments) shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in Section 768.28, Florida Statutes, as amended from time to time.

ARTICLE X
AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City the right to audit and examine all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement. It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of three (3) years from the date of expiration of this Agreement and shall be, to the extent required by law, a public record available for inspection and copying. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise. If during the course of an audit, the City determines that any payments made to the Grantee do not constitute an allowable expenditure, the City will have the right to deduct/reduce any unpaid invoices or require repayment of those amounts. The Grantee must maintain records necessary to document compliance with the provisions of the Agreement. All other requirements pertaining to

maintenance of records as required by Florida law or Palm Beach County are hereby incorporated and shall be considered a part of this Agreement.

ARTICLE XI
NOTICES

It is understood and agreed between the parties that all notices that are sent pursuant to and/or in connection with this Agreement shall be considered sufficient when made in writing and mailed by certified mail, return receipt requested, or delivered by electronic (including e-mail or facsimile transmission) or similar means, provided such means creates reasonable proof of delivery; or hand delivered to the appropriate address provided a copy is kept which is stamped with the official stamp of the recipient containing the time and date of delivery, or a copy is kept with the handwritten or stamped name of the receipt and the recipient's signature, and with the time and date of delivery:

If to the City:

City of Pahokee
Attn: City Manager
207 Begonia Drive
Pahokee, FL 33476
E-mail: _____
Fax: (561) _____

If to the Grantee:

Pahokee, FL 33476
Phone: (754) 244-9841

ARTICLE XII
SUBCONTRACTS

The Grantee agrees that no assignment or subcontract will be made in connection with this Agreement without the express written consent of the City.

ARTICLE XIII
SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE XIV
PROJECT PUBLICITY

The Grantee agrees that any news release or other type of publicity pertaining to the Program must recognize the City as an entity which provided funds for the project.

ARTICLE XV
LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement. The Program Grantee agrees that the City's financial obligation in connection with the Program and this Agreement is limited to reimbursement of the Program Grantee in accordance with this Agreement. The Program Grantee waives and releases any and all claims against the City, its officials, employees, agents and representatives arising from or related to this Agreement, Repair Agreements or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or prejudgment interest.

ARTICLE XVI
SEVERABILITY OF PROVISIONS

If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

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

Signed and Sealed in the
presence of:

GRANTEE

By: _____

By: _____

Print Name: _____

Print Name (Resident): _____

ATTEST

CITY OF PAHOKEE

Secretary

By: _____
City of Pahokee, City Manager

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Grant Agreement was acknowledged before me this _____ day of _____, 2023, by _____, who is/are personally known to me, or who has produced the following identification: _____ and who did take an oath.

By: _____

My Commission expires on:

Printed Name: _____

Title: Notary Public, State of Florida

GRANTEE

BY: _____

Print Name: _____