



REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
**LOCATION: NARANJA LIBRARY**  
**14850 SW 280th Street, NARANJA, FL**

TUESDAY, June 25, 2024 - REGULAR MEETING AGENDA  
6:00 PM – 7:30 PM

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- |              |   |                                |
|--------------|---|--------------------------------|
| <b>I.</b>    | <b>Meeting Call to Order, Roll Call, Chairman Remarks</b> | Chairman Forbes                |
| <b>II.</b>   | <b>Reasonable Opportunity for the Public to be Heard</b>  | Chairman Forbes                |
| <b>III.</b>  | <b>Approval of Agenda</b>                                 |                                |
| <b>IV.</b>   | <b>Approval of Minutes</b>                                |                                |
|              | • May 21, 2024, Meeting                                   |                                |
| <b>V.</b>    | <b>Discussion Items</b>                                   |                                |
|              | • Community Policing & Security Cameras Presentation      | Major Solis, MDPD / Vivian Cao |
| <b>VI.</b>   | <b>Action Items</b>                                       |                                |
|              | • Rebuilding Together Miami-Dade Grant Agreement          | Steven Zelkowitz / Vivian Cao  |
| <b>VII.</b>  | <b>Update Items</b>                                       | Vivian Cao                     |
| <b>VIII.</b> | <b>Proposed Next Meeting Dates &amp; Adjournment</b>      |                                |
|              | • Tuesday, July 30, 2024 – Time 6:00 P.M.                 |                                |



**Regular Board Meeting Minutes – May 21, 2024 – 6:00 P.M.**  
Naranja Branch Library  
14850 SW 280th St., Naranja, FL 33032

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**Meeting Call to Order, Roll Call, Chairman Remarks**

Chairman Forbes called the meeting to order at 6:02 P.M. Roll Call was as follows:

- Present: Chairman Ken Forbes, Vice-Chairman Stuart Archer, Derek Sippio, Derrick Lourdeus, and Danny Olgetree.
- Absent: Cornelius Shiver and Erick Caceres
- Miami-Dade County Staff Present: Vivian Cao Assistant Director, and Jason E. Rodriguez, Business Analyst Manager, and Nicole Jordan, Business Analyst, Office of Management and Budget (OMB)

**Open Forum for Public Comments**

Chairman Forbes opened the forum for the public to have a reasonable opportunity to be heard.

Ms. Pamela Green, 26438 SW 134 Avenue, inquired about seeking support from the Naranja Lakes CRA with obtaining a contact from the Parks and Recreation Department. Ms. Green stated her organization would like assistance regarding community recreation.

**Approval of Agenda**

Vice-Chairman Archer moved to approve the meeting agenda with the addition of Miami-Dade Police Department update, Parks and Recreation Department, the economic development coordinator position, and the traffic on US-1. The motion was seconded by Mr. Sippio. Motion passed unanimously.

**Approval of Minutes**

Vice-Chairman Archer moved to approve the meeting minutes from the April 16, 2024, Regular Board meeting. The motion was seconded by Mr. Olgetree. Motion passed unanimously.

**Discussion Items**

**Rebuilding Together**

Ms. Martina Spolini, Executive Director of Rebuilding Together Miami Dade gave a presentation on the organization and the work they do in the community. Ms. Spolini stated her organization has completed 80 home repairs working with municipalities and other CRA's in the area. Ms. Spolini stated that the purpose of the organization is to provide free repairs and accessibility modifications to low-income residents and to preserve intergenerational home ownership. Ms. Spolini stated the organization stopped accepting applications due to lack of funding and that there

is a waiting list for home repairs. Ms. Spolini emphasized how volunteers and community members come together to help with the beautification process. Vice-Chairman Archer emphasized how outstanding the program is and how chain stores such as Lowes and Home Depot donate supplies for the repairs and local contractors volunteer their services. Chairman Forbes referenced the redevelopment plan and how the budget can be amended to support Rebuilding Together. Chairman Forbes stated that further discussions will need to be had in terms of the families that qualify for services.

Ms. Spolini stated the program is based on the family income and that her team will make sure the qualifications are adjusted for inflation. Ms. Spolini mentioned that proof of income is required to qualify for assistance. Vice-Chairman Archer mentioned that if there are able individuals in the household, they should help with the repairs as well. Ms. Spolini mentioned that those living in the household are often more than willing to help with repairs. Ms. Spolini stated the homeowners who had repairs done by Rebuilding Together are not allowed to sell their homes for five years. Ms. Cao has stated that the organization is ready to move forward with drafting an agreement.

### **Community Policing**

Lieutenant John Bermudez stated that crime is down in the area and countywide. Lt. Bermudez stated that the Community Policing Unit is engaging the community in various events such as a children's summer camp. Ms. Cao stated that due to experience with another's CRA with acquiring license plate reader cameras, the cost to maintain them costs just as much as the purchase price. Ms. Cao mentioned the initial assessment is around \$110,000 and these cameras are connected to the police station and include special licensing. Captain Diaz de Villegas mentioned there are other cameras in place, but they are working on figuring out how to secured them. Ms. Cao stated that if it is the wish of the Board, the CRA is able to own the cameras, but the firm cost is currently not known. Ms. Cao stated that staff can bring back an item for the next meeting for Board's action. Chairman Forbes agreed that an item at the next meeting is needed. . Ms. Cao stated the item would need to go to committee and then to the Board of County Commissioners (BCC) for final approval.

### **Traffic**

Vice-Chairman Archer stated the traffic in the area near US1/ Cutler Ridge is terrible due to the cameras not being in sync, failing lights, etc. Captain Diaz de Villegas stated the issue could be the bus way no right turn arrow and those could be causing delays with the stacking of traffic. He stated that it is an issue that could be solved once the bus way are synced to the streetlights.

### **Economic Development Coordinator**

Vice-Chairman Archer stated that the CRA needed to acquire a coordinator to accomplish the goals of the CRA. Ms. Cao stated that staff is working on a solicitation to send out to the redevelopment pool by the end of the week. Ms. Cao stated that there are approximately nine consulting firms in the prequalified redevelopment pool.

## **Parks**

Vice-Chairman Archer stated that he spoke with someone from the Parks Department regarding Royal Colonial Park and was informed that there is a plan for a walkway and a children's program. Vice-Chairman Archer stated that there is currently no money available for the park to which Ms. Cao stated that there will be money located in the FY 24-25 budget for the capital improvements. Vice-Chairman Archer stated that one of the local parks near by does not have any programs going on currently. Ms. Cao brought up the idea for a community benefit agreement to assist with the funding for the park. Vice-Chairman Archer also brought up the improvements that were to be made by Larkin Hospital for land nearby, but nothing has happened as of yet. The Board also inquired about the budget and Ms. Cao stated staff has submitted it for sponsorship to be placed on a BCC committee agenda. Vice-Chairman Archer inquired about CRA regulations of what can and cannot be done, to which Ms. Cao stated some language changed and elaborated on Innovative Community Policing and how improvements need to be measured. Vice-Chairman Archer stated his frustration with lack of parking at the Naranja Lakes CRA Community Center.

## **Next Meeting Date & Adjournment**

Chairman Forbes stated that the next meeting will be held on Tuesday, June 25<sup>th</sup>, 2024. The meeting was adjourned at 6:42 P.M.

**RESOLUTION NO. CRA-\_\_\_\_\_ - 2024**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY APPROVING THE GRANT AGREEMENT BETWEEN THE NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY AND REBUILDING TOGETHER MIAMI-DADE INC. FOR A GRANT IN THE AMOUNT OF THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, one of the goals of the Naranja Lakes Community Redevelopment Agency (“CRA”) is to improve the conditions of slum and blight in the Community Redevelopment Area; and

**WHEREAS**, the CRA has approved and funded a Residential Rehabilitation Grant Program; and

**WHEREAS**, Rebuilding Together Miami-Dade, Inc. is a not for profit entity that rehabilitates homes for low income individuals such as veterans, elderly and disabled; and

**WHEREAS**, the Board of the CRA desires to approve the Grant Agreement between the Naranja Lakes Community Redevelopment Agency and Rebuilding Together Miami-Dade Inc. allocating a total of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for residential rehabilitation within the Community Redevelopment Area.

**NOW THEREFORE, BE IT RESOLVED BY THE CHAIR AND BOARD MEMBERS OF THE NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:**

**Section 1.** The recitals set forth above are true and correct and incorporated herein by this reference.

**Section 2.** The Grant Agreement between the CRA and Rebuilding Together Miami-Dade, Inc. in substantially the form attached hereto as Exhibit A is hereby approved with such non-material changes as approved by the CRA Staff and CRA Attorney.

**Section 3.** The CRA Staff is hereby authorized to take all action necessary to implement the Grant Agreement between the CRA and Rebuilding Together Miami-Dade, Inc.

**Section 4.** This Resolution shall be effective immediately upon adoption.

The foregoing resolution was offered by \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Kenneth Forbes, Chair \_\_\_\_\_  
Stuart Archer, Vice Chair \_\_\_\_\_

Erick Caceres \_\_\_\_\_      Derrick Lordeus \_\_\_\_\_  
Danny Olgetree \_\_\_\_\_      Cornelius "Neil" Shiver \_\_\_\_\_  
Derek Sippio \_\_\_\_\_

PASSED and ADOPTED this 25<sup>th</sup> day of June 2024.

**NARANJA LAKES COMMUNITY  
REDEVELOPMENT AGENCY AND ITS  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Kenneth Forbes  
Chair

ATTEST:

\_\_\_\_\_  
Board Member

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Taylor English Duma LLP  
CRA Attorney

# NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY

## GRANT AGREEMENT

**THIS GRANT AGREEMENT** (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2024, by and between the **NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “CRA”) having an address at c/o Miami-Dade County, Community Redevelopment and Economic Policy Division, 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128 and **REBUILDING TOGETHER MIAMI-DADE, INC.**, a Florida nonprofit corporation (the “Grantee”) having an address at 3628 Grand Avenue, Miami, FL 33133 .

### RECITALS

1. Pursuant to its Redevelopment Plan, the CRA may provide financial incentives to businesses for the purpose of stimulating redevelopment, economic growth and the physical enhancement of the Naranja Lakes Redevelopment Area including rehabilitating residential dwelling units in order to help homeowners, while also reducing the incidence of slum and/or blighted conditions in the CRA Redevelopment Area.

2. The mission of the Grantee is to, among other things, rehabilitate, preserve and revitalize residential dwelling units, assuring that low-income homeowners, particularly those who are elderly and disabled, live independently and with dignity.

3. The CRA has approved a grant to the Grantee for Fiscal Year 2023-24 in the amount of up to Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the “Grant”) in accordance with the terms and conditions of this Agreement.

4. The Grantee desires to accept the Grant subject to the terms, conditions and restrictions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

**Section 2. Effective Term.** The term of this Agreement and the CRA’s obligation to disburse the Grant to the Grantee shall commence on the date when it has been executed by both parties (the “Effective Date”) and shall continue until the earlier to occur of (a) the entire Grant has been disbursed to and expended by the Grantee or (b) September 30, 2025; provided the terms hereof shall survive the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder, and also to the extent such terms expressly survive the termination of this Agreement including, but not limited to, the indemnification by Grantee of the CRA set forth in Section 8 below. In the event the entire Grant has not been disbursed by September 30, 2025, the

undisbursed balance of the Grant shall be forfeited by the Grantee; provided, however, the CRA shall disabuse any portion of the Grant for which request was properly submitted prior to September 30, 2025.

**Section 3. Scope of Services.** The CRA shall provide the Grant to the Grantee in the amount up to Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for the sole purpose of the rehabilitation of homes in the CRA Redevelopment Area. The Grant shall be used and disbursed in the manner detailed in the Grantee’s Proposal to the CRA attached hereto and made a part hereof as Exhibit 1. In the event of a conflict between this Agreement and the Proposal either (a) this Agreement or (b) the more restrictive provision shall control as determined by the CRA in its sole discretion. All homeowner applications for the Grant shall be in the form attached to the Proposal in Exhibit 1. The CRA’s goal for the Grant is to concentrate its funding in the areas of most need listed below and as depicted in Exhibit 2 attached hereto and made a part hereof. Grantee acknowledges and agrees that Grantee shall take all necessary steps to accomplish the CRA’s goal.

- Census Tract 109, Block Group 1;
- Census Tract 109, Block Group 2;
- Census Tract 109, Block Group 3, and
- Census Tract 108.01, Block Group 2.

**Section 4. Disbursement of Grant; Use of Grant Proceeds; Miami-Dade County Requirements; Clawback.**

4.1 Disbursement of Grant; Use of Grant Proceeds. The CRA shall disburse the Grant to the Grantee in amounts corresponding to specific written requests for which the Grantee identified funding needs to support scheduled housing rehabilitation events pursuant to the Proposal. Such written request shall be in a form and substance acceptable to the CRA in all respects including any documentation that may be reasonably requested by the CRA. The Grantee shall use the Grant solely for hard and soft costs for the rehabilitation, preservation and revitalization of residential dwelling units in the CRA Redevelopment Area. Without limiting the foregoing, the Grant shall not be used for Grantee’s administrative costs and expenses, overhead and/or profit. Notwithstanding the foregoing Grant, the parties acknowledge and agree that the Agency will encumber Three Hundred Thousand and 00/100 Dollars (\$300,000.00) of Fiscal Year 2023-24 tax increment financing funds for this Grant, subject to the approval by the Miami-Dade Board of County Commissioners (the “Board”). In the event that the Board does not approve the CRA’s annual budget, then, notwithstanding anything to the contrary set forth in this Agreement, the CRA shall be relieved and discharged of its obligations to disburse any remaining portion of the Grant and the Grantee hereby releases the CRA in such case. Grantee is subject to all applicable requirements of Miami-Dade County (the “County”) that relate to grants by community redevelopment agencies and Grantee shall comply with such provisions including cooperating with the County and its Office of the Inspector General to ensure and demonstrate compliance therewith.

4.2 Miami-Dade County Requirements. Grantee acknowledges and agrees to comply with all applicable requirements from Miami-Dade County (the “County”) including



Resolution R-499-16 (the “County Resolution”). The Grantee agrees that such provisions constitute material obligations on the part of the Grantee and that Grantee shall comply with such provisions including cooperating with the County and its Office of the Inspector General to ensure and demonstrate compliance therewith.

4.3 Recovery of Grant Funds. The County Resolution requires the CRA to include in its contracts or grant agreements a “clawback” provision that requires the community redevelopment agency to “clawback” or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement with the community redevelopment agency by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney’s fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible. Grantee and the CRA acknowledge and agree that Section 8 of this Agreement is intended to constitute the clawback provisions required by the County Resolution

**Section 5. Relationship of the Parties.** The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the CRA, but are only recipients of funding support, and is not an agent or instrumentality of the CRA or entitled to any employment benefits by the CRA. The Grantee will not look to, nor seek to hold liable, the CRA, its board members, employees, consultants, attorneys and/or agents (collectively the “Related Parties”) for the performance or non-performance of this Agreement and agrees to hold the CRA and the Related Parties harmless and release the CRA and the Related Parties from any and all claims and liability under this Agreement.

**Section 6. No Assignment.** This Agreement and the Grant are not transferable to any other parties. If the Grantee assigns, transfers, or conveys this Agreement and/or the Grant, in whole or in part, during the term of this Agreement, this Agreement shall terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received.

**Section 7. Records, Reports, Audits, Monitoring and Review.**

7.1 Books and Records. The Grantee shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with this Agreement. Upon the request of the CRA, all such books and records of the Grantee which relate to this Agreement shall be available for inspection and audit by the CRA or any of its authorized representatives at all reasonable times during normal business hours. The CRA shall be entitled to make such copies of the books and records as the CRA deems appropriate. The Grantee’s books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following the termination of this Agreement. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

7.2 Public Records. Both Parties understand that the CRA is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all other applicable Florida Statutes. The Grantee agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the Grantee, to include emails, email addresses, a copy of this Agreement, and any deliverables under this Agreement, are subject to public disclosure upon request, unless otherwise exempt or

confidential under Florida Statute. If the materials provided by the Grantee do not fall under a specific exemption, under Florida or federal law, materials provided by the Grantee to the CRA would have to be provided to anyone making a public records request. It will be the Grantee's duty to identify the information, which it deems is exempt under Florida law, and to identify the statute by number, which exempts that information.

7.3 Grantee shall ensure that public records which 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 termination of the Agreement if the Grantee does not transfer the records to CRA.

7.4 Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the CRA. The Grantee shall direct individuals requesting public records to the public records custodian listed below. Should any person or entity make a public request of the CRA which requires or would require the CRA to allow inspection or provide copies of records which the Grantee maintains are exempt from public records laws or are confidential, it shall be the Grantee's obligation to provide the CRA within seven (7) days of notification by the CRA to the Grantee of the request, of the specific exemption or confidentiality provision so the CRA will be able to comply with the requirements of section 119.07(1)(e) and (f), Florida Statutes.

7.5 Should the CRA face any kind of legal action to require or enforce inspection or production of any records provided by Grantee to the CRA which Grantee maintains are exempt or confidential from such inspection/production as a Public Record, Grantee shall hire and compensate attorney(s) who shall represent the interests of the CRA as well as the Grantee in defending such action. The Grantee shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

**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 CRA'S CUSTODIAN OF PUBLIC RECORDS – CRA OFFICE, 111 N.W. 1ST STREET, SUITE 2210, MIAMI, FLORIDA 33128. PHONE (305) 375-5143, VIVIAN.CAO@MIAMIDADE.GOV.**

**Section 8. Breach of Agreement; Remedies.**

8.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (b) Grantee fails to submit expenditure report as required by this Agreement or submits incorrect or incomplete proof of expenditures; (c) the Grantee refuses to allow the CRA access to records or refuses to allow the CRA to monitor, evaluate and review the Grantee's projects; (d) a transfer or assignment occurs as set forth in Section 6 above, (e) Grantee fails to comply with applicable laws; (f) the Grantee discriminates in violation of any Federal, State or local law; (g) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; and/or (h) Grantee breaches any other covenant or requirement set forth in this Agreement.

8.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 7.1 above, in addition to all rights and remedies available at law or in equity, the CRA may terminate this Agreement by giving written notice to the Grantee of such termination and by

specifying the termination date at least five (5) days before the effective date of termination. In the event of termination, the CRA may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the CRA and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

8.3 No Waiver. No express or implied consent or waiver by the CRA to or of any breach or default by the Grantee in the performance or non-performance by the Grantee of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Grantee of the same or any other obligations of such other Party hereunder. Failure by the CRA to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the CRA of its rights hereunder. The giving of consent by the CRA in any one instance will not limit or waive the necessity to obtain the CRA's consent in any future instance.

**Section 9. Indemnification by Grantee.** The Grantee hereby covenants and agrees to indemnify and hold harmless the CRA and the Related Parties from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the CRA and the Related Parties may suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arise out of, relating to or resulting from the performance or non-performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to CRA) all claims, suits or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the CRA's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

**Section 10. Notices.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the CRA designate the following as the respective places for giving such notice:

CRA: Naranja Lakes Community Redevelopment Agency  
c/o Miami-Dade County, Community Redevelopment

and Municipal Services Division  
111 N.W. 1st Street, Suite 2210  
Miami, Florida 33128  
Telephone No. (305) 375-5143

Copy to: Steven W. Zelkowitz, Esq., CRA Attorney  
Taylor English Duma LLP |  
One Biscayne Tower  
2 South Biscayne Boulevard, Suite 2500  
Miami, FL 33131  
Telephone No. (786) 840-1437  
Mobile No. (305) 301-5533

Grantee: Rebuilding Together Miami-Dade, Inc.  
3628 Grand Avenue  
Miami, Florida 33133  
Attn: Executive Director  
Telephone No. (305) 200-5711

Copy to: Joseph M. Matthews, Esq.  
255 Alhambra Circle, PH  
Coral Gables, Florida 33134  
Telephone No. (305) 476-7400  
Facsimile No. (305) 476-7444

**Section 11. Inspections.** At any time during normal business hours, the CRA or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

**Section 12. Limitation of Liability.** The CRA desires to enter into this Agreement only if in so doing the CRA can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of \$100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the CRA for any action or claim arising from this Agreement to be limited to the sum of \$100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that CRA shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of \$100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CRA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

### **Section 13. Miscellaneous.**

13.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the CRA. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the CRA as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements and signs recognize the CRA for the support of all contracted activities. Grantee shall permit, or cause the landlord to permit, as applicable, a sign to be placed upon the Property by the CRA relative to this Agreement.

13.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, and County laws, rules and regulations.

13.3 Modifications. Any amendments, variations, modifications, extensions or waivers of provisions of this Agreement shall only be valid if in writing, duly approved by the CRA Board and signed by both parties.

13.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.6 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and the Grantee and supersedes all prior negotiations, representations or agreements, either written or oral.

13.7 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

13.8 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

13.9 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

13.10 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not

be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

13.11 Survival. All terms and provisions of this Agreement shall survive the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

13.12 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

**13.13 JURISDICTION; VENUE AND WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN MIAMI-DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

**GRANTEE**

REBUILDING TOGETHER MIAMI-DADE, INC.,  
a Florida nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CRA:**

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY,  
a public body corporate and politic

By: \_\_\_\_\_

Kenneth Forbes, Chairman

Attest:

By: \_\_\_\_\_

Vivian Cao, Assistant Director

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