

**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
FAÇADE AND BUSINESS SITE IMPROVEMENT PROGRAM GRANT AGREEMENT**

THIS FAÇADE AND BUSINESS SITE IMPROVEMENT PROGRAM GRANT AGREEMENT (the "Agreement") is made and entered into this _____ of _____, 2024, by and between the Pompano Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes, 501 Dr. Martin Luther King Jr. Boulevard, Pompano Beach, FL 33060 (the "CRA"), and 26th Degree Brewing Company LLC with an address 2600 East Atlantic Blvd., Pompano Beach, FL 33062 (the "GRANTEE").

WITNESSETH:

WHEREAS, the CRA undertakes activities for redevelopment and to remedy blight in the community redevelopment areas of the City of Pompano Beach; and

WHEREAS, in furtherance of its goals, the CRA adopted redevelopment incentive programs to provide grants to eligible recipients; and

WHEREAS, the GRANTEE is a tenant in the property in the Pompano Beach Redevelopment Area, and has applied for a grant under the Façade and Business Site Improvement Program; and

WHEREAS, the CRA wishes to enter into an Agreement with the GRANTEE to provide a grant for property improvement and to define the relationship between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the value of which is hereby acknowledged by both parties, the parties agree as follows.

SECTION 1. RECITALS

The recitals set forth above are incorporated herein and made a part of this Agreement.

SECTION 2. THE PROPERTY

2.1 The Property is owned or leased by GRANTEE. The property is located at **2600 East Atlantic Boulevard, Pompano Beach, FL 33062** legally described as:

MARSHALLS SUB OF GOV LOTS 1 & 2 6-49-43 B-28 D PT OF LOT 10 LYING W OF C/L SE 28 AVE, LESS N 50, E 25 & W 30 ALL FOR R/W & ALSO LESS S 20 AS DESC IN OR 1219-620 & ALSO LESS

Parcel Identification Number: 4943 06 01 0030

2.2 GRANTEE shall provide proof of long-term lease or ownership of the Property and the status of the business, satisfactory to CRA, prior to disbursal of any funds by CRA.

SECTION 3. THE GRANT

- 3.1 The CRA hereby awards GRANTEE a sum not to exceed **twenty thousand 00/100 Dollars \$20,000**) (the “Grant”). The full amount of the Grant shall be used solely for exterior renovations to the Property. The use of all funds shall be governed by the Application and Scope of Work attached and incorporated herein as composite Exhibit “A” (the “Scope of Work”).
- 3.2 The CRA’s obligation is limited to awarding the Grant. The CRA does not assume any liability for GRANTEE’S personnel decisions, business decisions or policies, including but not limited to the hiring of staff, paying of staff salaries or the expenditure of overhead costs.
- 3.3 Changes in the use of the Grant proceeds or amendments to the project’s budget must be approved, in writing, by the CRA’s Executive Director. Requests for changes must be in writing by the GRANTEE to the CRA Executive Director and include a detailed justification for the request.
- 3.4 As security for GRANTEE’S performance hereunder, GRANTEE shall, at the discretion of the CRA’s Executive Director, execute a Promissory Note, a Mortgage and Security Agreement, a Restrictive Covenant and/or a Guaranty in favor of CRA (the “Grant Documents”), all of which shall be cancelled upon full compliance with the terms of said documents by GRANTEE. The Restrictive Covenant shall provide that the property may not be sold or transferred by the GRANTEE for a period of two years.
- 3.5 All disbursements of the Grant proceeds shall be made on a reimbursement basis according to the “Project Overview” outlined in Exhibit “A”. Grant funds may be used solely for interior leasehold improvements to The Property and are subject to the CRA’s receipt of documentation establishing prior payment by the GRANTEE of improvements, including receipts, invoices, canceled checks, and such other documents as the CRA may require. The submissions for reimbursements must be submitted to the CRA Executive Director and shall include a letter summarizing the funding request. Disbursements of the Grant proceed may be made on a reimbursement basis or paid directly to the Service Provider, in accordance with the Scope of Work and provided applicant first approves of payment to Service Provider.

SECTION 4. INSURANCE

- 4.1 The Grant awarded to GRANTEE is subject to the following Insurance requirements:
 - 4.1.1 The CRA’s receipt of an original certificate of insurance for the following forms of insurance:
 - 4.1.2 Worker’s Compensation insurance for all employees of the GRANTEE, as required by Chapter 440, Florida Statutes, as may be amended from time to time.

- 4.1.3 General Liability insurance annually in an amount not less than \$300,000 combined single limits per occurrence for bodily injury and property damage which lists the CRA as an additional insured.
- 4.1.4 The insurance coverage required must include those classifications listed in standard liability insurance manuals, which most nearly reflect the operations of the GRANTEE.
- 4.1.5 Companies issuing all insurance policies required above must be authorized to do business under the laws of the State of Florida, with the following qualifications:
- 4.1.6 The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida,” issued by the State of Florida Department of Insurance and be a member of the Florida Guaranty Fund;
- 4.1.7 Certificates of Insurance must provide that the GRANTEE will make no material adverse change, cancellation, or non-renewal of coverage without thirty (30) days advance written notice to the CRA.

SECTION 5. SCOPE OF WORK

- 5.1 Grantee shall use funds provided in accordance with the Scope of Work.
- 5.2 Any amendments to composite Exhibit “A” desired by GRANTEE shall be submitted in writing to the CRA Executive Director. Amendment must be accompanied by written justification and must be approved by the CRA Executive Director in writing before the amendment becomes effective.

SECTION 6. TERM, COMMENCEMENT AND COMPLETION DATES

- 6.1 The effective date of this Agreement shall be the date of execution by the last of the parties.
- 6.2 The term of this Agreement shall be for twenty-four (24) months from the effective date (the “Term”).
- 6.3 Work provided in the Scope of Work shall not commence before the effective date. GRANTEE shall obtain a Building Permit within six (6) months of the effective date and commence construction within twelve (12) months of the effective date. The work shall be fully completed not later than 60 days prior to the end of the Term.

SECTION 7. RECORDS

- 7.1 **INSPECTION.** All of GRANTEE’S books and records and documents related to the grant must be made available for inspection and/or audits by the CRA and any

other organization conducting reviews for the CRA upon 24 hours notice throughout the Term of this Agreement and in accordance with Chapter 119, Florida Statutes. In addition, GRANTEE must retain all records related to the grant in proper order for at least three (3) years following the expiration of the Agreement. The CRA shall have access to such records, for the purpose of inspection or audit during the three (3) years period. This Section shall survive the expiration of this Agreement

SECTION 8. SPECIAL CONDITIONS

- 8.1 **CESSATION OF OCCUPANCY OR OWNERSHIP.** In the event the GRANTEE sells, ceases to own or occupy the Property during the Restrictive Period provided in the Restrictive Covenant associated herewith, or, in the absence of a Restrictive Covenant, two years from the date of completion of improvements, GRANTEE shall repay the full amount of the grant to the CRA and any un-advanced portion of the Grant shall be retained by the CRA. The determination that GRANTEE has sold, ceased to own or occupy the Property shall be made solely by the CRA. Additionally, sale, cessation of ownership or occupancy constitutes an event of default for which all other default provisions of this Agreement shall apply, including but not limited to those provided in Section 9 below. This provision shall survive termination or expiration of this agreement.
- 8.2 **MATERIAL CHANGE OF CIRCUMSTANCES.** GRANTEE shall immediately notify the CRA of any material change of circumstances of the project. For the purpose hereof, material change of circumstances shall include, but not be limited to, the failure of the GRANTEE to diligently and actively pursue commencement or completion of the Scope of Work, failure to fulfill the terms of this agreement or the other Grant Documents, cessation of occupancy, sale or transfer of ownership of the business or the property, voluntary or involuntary bankruptcy or an assignment for the benefit of creditors. A material change of circumstances shall constitute a default under this agreement for which the CRA shall have the right to pursue any remedy provided in this agreement or the other Grand Documents, or by law or in equity.
- 8.3 **ASSIGNMENT.** GRANTEE shall not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without prior written consent of the CRA.
- 8.4 **RULES, REGULATIONS AND LICENSING REQUIREMENTS.** GRANTEE and its staff must possess the licenses and permits required to conduct its affairs including federal, state, city and county. In addition, GRANTEE shall comply with all, laws, ordinances and regulations applicable to carrying out the Scope of Work including, but not limited to, conflicts of interest, building, zoning, land and property use regulations.
- 8.5 **PERSONNEL.** GRANTEE shall notify the CRA of all changes in personnel within five (5) working days of the change. All personnel of the GRANTEE are solely employees of the GRANTEE and not employees or agents of the CRA.

8.6 **INDEMNIFICATION.** GRANTEE shall indemnify and hold harmless the CRA and the City of Pompano Beach, Florida, and their Board or Commission members, employees or agents from any claims, liability, losses and causes of action that may arise out of any activity related to this Agreement or GRANTEE'S use of the funds. GRANTEE will pay all claims and losses of any nature related to this Agreement or GRANTEE'S use of the funds, and will defend all suits, in the name of the CRA when applicable, and will pay all costs and judgments that may issue from it, except those caused by the sole negligence of CRA employees or officers. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CRA in support of the obligation in accordance with the laws of the State of Florida. Nothing herein shall be construed to waive any of the CRA's or the City's rights set forth in Section 768.28, Florida Statutes. This paragraph shall survive the termination of this Agreement. Nothing contained in this Agreement shall be deemed a waiver of sovereign immunity by the CRA or the City.

8.7 **NOTICES.** All notices required in this Agreement if sent to the CRA shall be mailed to:

Pompano Beach Community Redevelopment Agency
501 Dr. Martin Luther King Jr. Boulevard
Suite 1
POMPANO BEACH, Florida 33060
Attn: Executive Director

And to:

Pompano Beach City Attorney's Office
100 W. Atlantic Blvd.
P.O. Box 1300
Pompano Beach, Florida 33060

All written notices if sent to the GRANTEE shall be mailed to the address in paragraph one of page one above.

8.8 **NONDISCRIMINATION.** GRANTEE represents and warrants to the CRA that GRANTEE does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with GRANTEE'S performance under this Agreement on account of race, gender, religion, color, age, disability, national origin, marital status, familial status, sexual orientation or political affiliation. GRANTEE further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

8.9 **ADA REQUIREMENTS.** GRANTEE must meet all the requirements of the Americans With Disabilities Act (ADA), which includes posting a notice

informing GRANTEE'S employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

- 8.10 **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, the GRANTEE shall be and act as an independent contractor. At no time shall GRANTEE be considered an agent or partner of the CRA.
- 8.11 **COSTS.** GRANTEE shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.
- 8.12 **ENTIRE AGREEMENT.** This Agreement expresses the entire agreement of the parties and no party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein.
- 8.13 **MODIFICATION.** This Agreement may not be modified, except in a writing signed by all parties hereto.
- 8.14 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all legal actions necessary to enforce the Agreement shall be held in Broward County, Florida, or, if Federal, said action shall be brought in the Southern District of Florida. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.
- 8.15 **WAIVER OR BREACH.** It is hereby agreed by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.
- 8.16 **PLEDGES OF CREDIT.** GRANTEE shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.
- 8.17 **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.
- 8.18 **SUCCESSORS AND ASSIGNS.** The GRANTEE binds itself and its partners, successors, executors, administrators and assigns to the CRA, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the GRANTEE
- 8.19 **AGENTS.** Should a GRANTEE choose to engage the services of an agent (individual or company) to assist/represent applicant in this aspect of the process, the expenses for the agent's service will be borne by the GRANTEE. Such

expenses are not reimbursable under the terms of any of the CRA's incentive programs. CRA funds cannot be applied to services other than architecture, engineering, etc. related to the construction of the interior or exterior of the building. The CRA hereby represents and warrants that the CRA has dealt with no Agent and GRANTEE agrees to hold CRA harmless from any claim or demand for commissions made by or on behalf of any agent or representative of GRANTEE in connection with this application for improvements to GRANTEE'S property.

SECTION 9. DEFAULT AND REMEDIES.

- 9.1 **GRANTEE'S DEFAULT.** GRANTEE'S failure to comply with any of the provisions of this Agreement, or sale of the Property by Owner shall constitute a default upon the occurrence of which the CRA may, in its sole discretion, (i) withhold, temporarily or permanently, all, or any unpaid portion of the grant upon giving written notice to GRANTEE, and/or (ii) terminate this Agreement and demand a full refund of the Grant. Upon default as provided herein the CRA shall have no further obligations to GRANTEE under this Agreement.
- 9.2 **REPAYMENT OF FUNDS.** GRANTEE shall repay the CRA for all unauthorized, illegal or unlawful expenditure of funds, including unlawful and/or illegal expenditures discovered after the expiration of this Agreement. GRANTEE shall also reimburse the CRA in the event of default hereunder, in the event any funds are lost or stolen, if work was not completed as provided in the Scope of Work and the budget attached hereto as composite Exhibit "A" or the Property is sold or vacated by GRANTEE. Any portion of the grant which is to be repaid to the CRA shall be paid by delivering a cashier's check for the total amount due, payable to the Pompano Beach Community Redevelopment Agency, within thirty (30) days of the CRA'S demand therefore.
- 9.3 **TERMINATION OF THIS AGREEMENT.** The CRA Executive Director may terminate this Agreement with or without cause or for its convenience. Termination of this Agreement by the CRA Executive Director shall relieve the CRA of any further obligations hereunder. Such termination shall not release GRANTEE from its obligations under this Agreement including, but not limited to, obligations relating to the completion of activities funded while the Agreement was in effect but not completed prior to the date of termination, or repayment of any funds GRANTEE is obligated to repay.
- 9.4 **LIMITATION ON RIGHTS AND REMEDIES.** Nothing contained herein shall be construed as limiting or waiving any rights of the CRA to pursue any remedy which may be available to it in law or in equity. Nothing contained herein shall act as a limitation of the CRA's rights in the event that GRANTEE fails to comply with the terms of this Agreement.
- 9.5 **CRA'S DEFAULT.** In the event the CRA fails to comply with the terms of this Agreement, GRANTEE shall provide the CRA with notice detailing the nature of the default, whereupon the CRA shall have thirty (30) days within which to initiate corrective actions and ninety (90) days within which to cure the default.

Should the CRA fail to cure the default, GRANTEE'S sole remedy is to terminate this Agreement. The effective date of any such termination shall be the date of the notice of termination given by GRANTEE to the CRA.

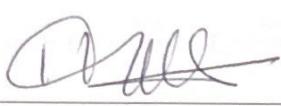
[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

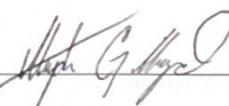
GRANTEE

WITNESSES:

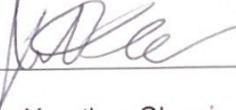
Corporate Name: 26TH DEGREE
BREWING COMPANY, LLC



Print Name: Hazel Welt



Print Name: Aliyah Gillyard

By: 

Print Name: Yonathan Ghersi

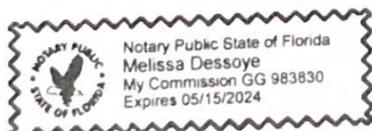
Title: Owner

Date: 3/28/24

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 28 day of March, 2024, by Yonathan Ghersi who is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Rex Hardin, Chairman

By: _____
Gregory P. Harrison, Executive Director

ATTEST:

Kervin Alfred, Secretary