

MEMORANDUM OF UNDERSTANDING

BETWEEN:
THE CITY OF MARIANNA
AND
ALL 2 GETHER SALON AND DAY SPA

1. **Preamble.** This memorandum of understanding (agreement) is made and entered into effective _____, 2021, by and between the City of Marianna (“APPLICANT”) and All 2 Gether Salon and Day Spa (“RECIPIENT”) located at 2928 Jefferson Street, Marianna, FL 32446.
2. **Purpose.** The Rebuild Florida Hometown Revitalization program for Hurricane Michael, (“CDBG-DR MICHAEL HRP”), administered by the Florida Department of Economic Opportunity (“DEO”) has made available \$60,406,429 to support the recovery of economic activity in commercial areas of Hurricane Michael-impacted communities, facilitating the return and recovery of businesses, jobs, and provision of goods and services to the area. Under this program, small businesses are eligible to receive direct assistance. RECIPIENT has been deemed a qualifying small business per DEO guidance and APPLICANT has agreed to apply for funds on behalf of RECIPIENT. RECIPIENT hereby agrees and permits APPLICANT to make application on RECIPIENT’s behalf. RECIPIENT further agrees that it will provide access to information and property belonging to RECIPIENT and/or its officers to the extent that it is necessary to obtain CDBG-DR MICHAEL HRP funding and to complete all recovery activities set forth in any resulting grant agreement. APPLICANT and RECIPIENT both understand that any funding or recovery activity discussed and/or applied for are not guaranteed by any party.
3. **Duration.** This memorandum of understanding shall be in force and effect on _____, 2021 and shall terminate at such time as any CDBG-DR MICHAEL HRP application is denied or at such time as any CDBG-DR MICHAEL HRP award is formally closed out according to Federal guidelines.
4. **Consideration and Covenants.** It is mutually agreed as follows:
 - 4.1 APPLICANT shall:
 - A. Prepare and submit application on behalf of RECIPIENT for CDBG-DR Michael HRP grant assistance should RECIPIENT qualify;
 - B. Provide for proper administration of said grant should it be awarded;
 - C. Provide RECIPIENT with any technical support required by CDBG-DR Michael HRP activities.
 - 4.2 RECIPIENT shall:

- A. Be truthful to the best of its ability throughout the CDBG-DR Michael HRP process;
- B. Provide in a timely fashion any information required by APPLICANT in preparing the CDBG-DR Michael HRP application;
- C. Provide any necessary access to any of its premises or properties for purposes of CDBG-DR Michael HRP activity as specified in Section 2;
- D. Upon receiving assistance, in concert with the owner of real property being improved, enter into a deferred loan agreement and mortgage effectively prohibiting the sale of the business and associated real property for five(5) years after the grant award is formally closed.

4.3 Applicant shall:

- A. Act as liaison between RECIPIENT and DEO or any other government agency for any interaction arising out of permitted CDBG-DR Michael HRP activity.

- 5. **Relationship of the Parties.** No agent, official, employee, servant, or representative of any of the above named participants in this agreement shall be deemed an officer, employee, agent, servant, or representative of any of the other participants in this agreement for any purpose.
- 6. **Applicable Law.** This memorandum of understanding shall be governed by and construed in accordance with the laws of the State of Florida.
- 7. **Modification.** No changes to this memorandum of understanding shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
- 8. **Entire Understanding.** This memorandum of understanding constitutes the entire understanding of the parties and supersedes all prior agreements, contracts, and understanding, written or oral. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this memorandum of understanding. Any and all previous agreements, understandings, and the like, oral or otherwise, are hereby revoked.
- 9. **Indemnify and Hold Harmless.** Each of the parties to this agreement shall indemnify the other parties to this agreement with respect to the activities completed to fully execute this agreement.

(Remainder of page intentionally left blank)

THE CITY OF MARIANNA

By _____
(Signature)

(Dated)

(Printed Name and Title)

ALL 2 GETHER SALON AND DAY SPA

By _____
(Signature)

(Dated)

(Printed Name and Title)

**OWNER(S) OF REAL PROPERTY LOCATED AT 2928 JEFFERSON STREET,
MARIANNA, FL 32446**

By _____
(Signature)

(Dated)

(Printed Name)

By _____
(Signature)

(Dated)

(Printed Name)

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE CITY OF MARIANNA

AND

ART FACTORY FRAMING GALLERY, LLC

1. **Preamble.** This memorandum of understanding (agreement) is made and entered into effective _____, 2021, by and between the City of Marianna (“APPLICANT”) and Art Factory Framing Gallery, LLC (“RECIPIENT”) located at 4402 Lafayette Street, Marianna, FL 32446.
2. **Purpose.** The Rebuild Florida Hometown Revitalization program for Hurricane Michael, (“CDBG-DR MICHAEL HRP”), administered by the Florida Department of Economic Opportunity (“DEO”) has made available \$60,406,429 to support the recovery of economic activity in commercial areas of Hurricane Michael-impacted communities, facilitating the return and recovery of businesses, jobs, and provision of goods and services to the area. Under this program, small businesses are eligible to receive direct assistance. RECIPIENT has been deemed a qualifying small business per DEO guidance and APPLICANT has agreed to apply for funds on behalf of RECIPIENT. RECIPIENT hereby agrees and permits APPLICANT to make application on RECIPIENT’s behalf. RECIPIENT further agrees that it will provide access to information and property belonging to RECIPIENT and/or its officers to the extent that it is necessary to obtain CDBG-DR MICHAEL HRP funding and to complete all recovery activities set forth in any resulting grant agreement. APPLICANT and RECIPIENT both understand that any funding or recovery activity discussed and/or applied for are not guaranteed by any party.
3. **Duration.** This memorandum of understanding shall be in force and effect on _____, 2021 and shall terminate at such time as any CDBG-DR MICHAEL HRP application is denied or at such time as any CDBG-DR MICHAEL HRP award is formally closed out according to Federal guidelines.
4. **Consideration and Covenants.** It is mutually agreed as follows:
 - 4.1 APPLICANT shall:
 - A. Prepare and submit application on behalf of RECIPIENT for CDBG-DR Michael HRP grant assistance should RECIPIENT qualify;
 - B. Provide for proper administration of said grant should it be awarded;
 - C. Provide RECIPIENT with any technical support required by CDBG-DR Michael HRP activities.
 - 4.2 RECIPIENT shall:

- A. Be truthful to the best of its ability throughout the CDBG-DR Michael HRP process;
- B. Provide in a timely fashion any information required by APPLICANT in preparing the CDBG-DR Michael HRP application;
- C. Provide any necessary access to any of its premises or properties for purposes of CDBG-DR Michael HRP activity as specified in Section 2;
- D. Upon receiving assistance, in concert with the owner of real property being improved, enter into a deferred loan agreement and mortgage effectively prohibiting the sale of the business and associated real property for five(5) years after the grant award is formally closed.

4.3 Applicant shall:

- A. Act as liaison between RECIPIENT and DEO or any other government agency for any interaction arising out of permitted CDBG-DR Michael HRP activity.

- 5. **Relationship of the Parties.** No agent, official, employee, servant, or representative of any of the above named participants in this agreement shall be deemed an officer, employee, agent, servant, or representative of any of the other participants in this agreement for any purpose.
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(Remainder of page intentionally left blank)

THE CITY OF MARIANNA

By _____
(Signature)

(Dated)

(Printed Name and Title)

ART FACTORY FRAMING GALLERY, LLC

By _____
(Signature)

(Dated)

(Printed Name and Title)

**OWNER(S) OF REAL PROPERTY LOCATED AT 4402 LAFAYETTE STREET,
MARIANNA, FL 32446**

By _____
(Signature)

(Dated)

(Printed Name)

By _____
(Signature)

(Dated)

(Printed Name)

MEMORANDUM OF UNDERSTANDING

BETWEEN:
THE CITY OF MARIANNA
AND
CHIPOLA ENGINEERING GROUP, INC.

1. **Preamble.** This memorandum of understanding (agreement) is made and entered into effective _____, 2021, by and between the City of Marianna (“APPLICANT”) and Chipola Engineering Group, Inc. (“RECIPIENT”) located at 4420 Jackson Street, Marianna, FL 32448.
2. **Purpose.** The Rebuild Florida Hometown Revitalization program for Hurricane Michael, (“CDBG-DR MICHAEL HRP”), administered by the Florida Department of Economic Opportunity (“DEO”) has made available \$60,406,429 to support the recovery of economic activity in commercial areas of Hurricane Michael-impacted communities, facilitating the return and recovery of businesses, jobs, and provision of goods and services to the area. Under this program, small businesses are eligible to receive direct assistance. RECIPIENT has been deemed a qualifying small business per DEO guidance and APPLICANT has agreed to apply for funds on behalf of RECIPIENT. RECIPIENT hereby agrees and permits APPLICANT to make application on RECIPIENT’s behalf. RECIPIENT further agrees that it will provide access to information and property belonging to RECIPIENT and/or its officers to the extent that it is necessary to obtain CDBG-DR MICHAEL HRP funding and to complete all recovery activities set forth in any resulting grant agreement. APPLICANT and RECIPIENT both understand that any funding or recovery activity discussed and/or applied for are not guaranteed by any party.
3. **Duration.** This memorandum of understanding shall be in force and effect on _____, 2021 and shall terminate at such time as any CDBG-DR MICHAEL HRP application is denied or at such time as any CDBG-DR MICHAEL HRP award is formally closed out according to Federal guidelines.
4. **Consideration and Covenants.** It is mutually agreed as follows:
 - 4.1 APPLICANT shall:
 - A. Prepare and submit application on behalf of RECIPIENT for CDBG-DR Michael HRP grant assistance should RECIPIENT qualify;
 - B. Provide for proper administration of said grant should it be awarded;
 - C. Provide RECIPIENT with any technical support required by CDBG-DR Michael HRP activities.
 - 4.2 RECIPIENT shall:

- A. Be truthful to the best of its ability throughout the CDBG-DR Michael HRP process;
- B. Provide in a timely fashion any information required by APPLICANT in preparing the CDBG-DR Michael HRP application;
- C. Provide any necessary access to any of its premises or properties for purposes of CDBG-DR Michael HRP activity as specified in Section 2;
- D. Upon receiving assistance, in concert with the owner of real property being improved, enter into a deferred loan agreement and mortgage effectively prohibiting the sale of the business and associated real property for five(5) years after the grant award is formally closed.

4.3 Applicant shall:

- A. Act as liaison between RECIPIENT and DEO or any other government agency for any interaction arising out of permitted CDBG-DR Michael HRP activity.

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- 9. **Indemnify and Hold Harmless.** Each of the parties to this agreement shall indemnify the other parties to this agreement with respect to the activities completed to fully execute this agreement.

(Remainder of page intentionally left blank)

THE CITY OF MARIANNA

By _____
(Signature)

(Dated)

(Printed Name and Title)

CHIPOLA ENGINEERING GROUP, INC.

By _____
(Signature)

(Dated)

(Printed Name and Title)

**OWNER(S) OF REAL PROPERTY LOCATED AT 4420 JACKSON STREET, MARIANNA,
FL 32448**

By _____
(Signature)

(Dated)

(Printed Name)

By _____
(Signature)

(Dated)

(Printed Name)

MEMORANDUM OF UNDERSTANDING

BETWEEN:
THE CITY OF MARIANNA
AND
MCCOY'S, INC.

1. **Preamble.** This memorandum of understanding (agreement) is made and entered into effective _____, 2021, by and between the City of Marianna ("APPLICANT") and McCoy's, Inc. ("RECIPIENT") located at 2823 Jefferson Street, Marianna, FL 32448.
2. **Purpose.** The Rebuild Florida Hometown Revitalization program for Hurricane Michael, ("CDBG-DR MICHAEL HRP"), administered by the Florida Department of Economic Opportunity ("DEO") has made available \$60,406,429 to support the recovery of economic activity in commercial areas of Hurricane Michael-impacted communities, facilitating the return and recovery of businesses, jobs, and provision of goods and services to the area. Under this program, small businesses are eligible to receive direct assistance. RECIPIENT has been deemed a qualifying small business per DEO guidance and APPLICANT has agreed to apply for funds on behalf of RECIPIENT. RECIPIENT hereby agrees and permits APPLICANT to make application on RECIPIENT's behalf. RECIPIENT further agrees that it will provide access to information and property belonging to RECIPIENT and/or its officers to the extent that it is necessary to obtain CDBG-DR MICHAEL HRP funding and to complete all recovery activities set forth in any resulting grant agreement. APPLICANT and RECIPIENT both understand that any funding or recovery activity discussed and/or applied for are not guaranteed by any party.
3. **Duration.** This memorandum of understanding shall be in force and effect on _____, 2021 and shall terminate at such time as any CDBG-DR MICHAEL HRP application is denied or at such time as any CDBG-DR MICHAEL HRP award is formally closed out according to Federal guidelines.
4. **Consideration and Covenants.** It is mutually agreed as follows:
 - 4.1 APPLICANT shall:
 - A. Prepare and submit application on behalf of RECIPIENT for CDBG-DR Michael HRP grant assistance should RECIPIENT qualify;
 - B. Provide for proper administration of said grant should it be awarded;
 - C. Provide RECIPIENT with any technical support required by CDBG-DR Michael HRP activities.
 - 4.2 RECIPIENT shall:

- A. Be truthful to the best of its ability throughout the CDBG-DR Michael HRP process;
- B. Provide in a timely fashion any information required by APPLICANT in preparing the CDBG-DR Michael HRP application;
- C. Provide any necessary access to any of its premises or properties for purposes of CDBG-DR Michael HRP activity as specified in Section 2;
- D. Upon receiving assistance, in concert with the owner of real property being improved, enter into a deferred loan agreement and mortgage effectively prohibiting the sale of the business and associated real property for five(5) years after the grant award is formally closed.

4.3 Applicant shall:

- A. Act as liaison between RECIPIENT and DEO or any other government agency for any interaction arising out of permitted CDBG-DR Michael HRP activity.

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- 9. **Indemnify and Hold Harmless.** Each of the parties to this agreement shall indemnify the other parties to this agreement with respect to the activities completed to fully execute this agreement.

(Remainder of page intentionally left blank)

THE CITY OF MARIANNA

By _____
(Signature)

(Dated)

(Printed Name and Title)

MCCOY'S, INC.

By _____
(Signature)

(Dated)

(Printed Name and Title)

**OWNER(S) OF REAL PROPERTY LOCATED AT 2823 JEFFERSON STREET,
MARIANNA, FL 32448**

By _____
(Signature)

(Dated)

(Printed Name)

By _____
(Signature)

(Dated)

(Printed Name)

MEMORANDUM OF UNDERSTANDING

BETWEEN:
THE CITY OF MARIANNA
AND
OCEANSIDE TITLE, INC.

1. **Preamble.** This memorandum of understanding (agreement) is made and entered into effective _____, 2021, by and between the City of Marianna (“APPLICANT”) and Oceanside Title, Inc. (“RECIPIENT”) located at 4442 Lafayette Street, Marianna, FL 32446.
2. **Purpose.** The Rebuild Florida Hometown Revitalization program for Hurricane Michael, (“CDBG-DR MICHAEL HRP”), administered by the Florida Department of Economic Opportunity (“DEO”) has made available \$60,406,429 to support the recovery of economic activity in commercial areas of Hurricane Michael-impacted communities, facilitating the return and recovery of businesses, jobs, and provision of goods and services to the area. Under this program, small businesses are eligible to receive direct assistance. RECIPIENT has been deemed a qualifying small business per DEO guidance and APPLICANT has agreed to apply for funds on behalf of RECIPIENT. RECIPIENT hereby agrees and permits APPLICANT to make application on RECIPIENT’s behalf. RECIPIENT further agrees that it will provide access to information and property belonging to RECIPIENT and/or its officers to the extent that it is necessary to obtain CDBG-DR MICHAEL HRP funding and to complete all recovery activities set forth in any resulting grant agreement. APPLICANT and RECIPIENT both understand that any funding or recovery activity discussed and/or applied for are not guaranteed by any party.
3. **Duration.** This memorandum of understanding shall be in force and effect on _____, 2021 and shall terminate at such time as any CDBG-DR MICHAEL HRP application is denied or at such time as any CDBG-DR MICHAEL HRP award is formally closed out according to Federal guidelines.
4. **Consideration and Covenants.** It is mutually agreed as follows:
 - 4.1 APPLICANT shall:
 - A. Prepare and submit application on behalf of RECIPIENT for CDBG-DR Michael HRP grant assistance should RECIPIENT qualify;
 - B. Provide for proper administration of said grant should it be awarded;
 - C. Provide RECIPIENT with any technical support required by CDBG-DR Michael HRP activities.
 - 4.2 RECIPIENT shall:

- A. Be truthful to the best of its ability throughout the CDBG-DR Michael HRP process;
- B. Provide in a timely fashion any information required by APPLICANT in preparing the CDBG-DR Michael HRP application;
- C. Provide any necessary access to any of its premises or properties for purposes of CDBG-DR Michael HRP activity as specified in Section 2;
- D. Upon receiving assistance, in concert with the owner of real property being improved, enter into a deferred loan agreement and mortgage effectively prohibiting the sale of the business and associated real property for five(5) years after the grant award is formally closed.

4.3 Applicant shall:

- A. Act as liaison between RECIPIENT and DEO or any other government agency for any interaction arising out of permitted CDBG-DR Michael HRP activity.

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- 9. **Indemnify and Hold Harmless.** Each of the parties to this agreement shall indemnify the other parties to this agreement with respect to the activities completed to fully execute this agreement.

(Remainder of page intentionally left blank)

THE CITY OF MARIANNA

By _____
(Signature)

(Dated)

(Printed Name and Title)

OCEANSIDE TITLE, INC.

By _____
(Signature)

(Dated)

(Printed Name and Title)

**OWNER(S) OF REAL PROPERTY LOCATED AT 4442 LAFAYETTE STREET,
MARIANNA, FL 32446**

By _____
(Signature)

(Dated)

(Printed Name)

By _____
(Signature)

(Dated)

(Printed Name)

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE CITY OF MARIANNA

AND

QUALITY CARE SERVICES OF NW FL., LLC

1. **Preamble.** This memorandum of understanding (agreement) is made and entered into effective _____, 2021, by and between the City of Marianna (“APPLICANT”) and Quality Care Services of NW FL., LLC (“RECIPIENT”) located at 2914 Green Street, Marianna, FL 32446.
2. **Purpose.** The Rebuild Florida Hometown Revitalization program for Hurricane Michael, (“CDBG-DR MICHAEL HRP”), administered by the Florida Department of Economic Opportunity (“DEO”) has made available \$60,406,429 to support the recovery of economic activity in commercial areas of Hurricane Michael-impacted communities, facilitating the return and recovery of businesses, jobs, and provision of goods and services to the area. Under this program, small businesses are eligible to receive direct assistance. RECIPIENT has been deemed a qualifying small business per DEO guidance and APPLICANT has agreed to apply for funds on behalf of RECIPIENT. RECIPIENT hereby agrees and permits APPLICANT to make application on RECIPIENT’s behalf. RECIPIENT further agrees that it will provide access to information and property belonging to RECIPIENT and/or its officers to the extent that it is necessary to obtain CDBG-DR MICHAEL HRP funding and to complete all recovery activities set forth in any resulting grant agreement. APPLICANT and RECIPIENT both understand that any funding or recovery activity discussed and/or applied for are not guaranteed by any party.
3. **Duration.** This memorandum of understanding shall be in force and effect on _____, 2021 and shall terminate at such time as any CDBG-DR MICHAEL HRP application is denied or at such time as any CDBG-DR MICHAEL HRP award is formally closed out according to Federal guidelines.
4. **Consideration and Covenants.** It is mutually agreed as follows:
 - 4.1 APPLICANT shall:
 - A. Prepare and submit application on behalf of RECIPIENT for CDBG-DR Michael HRP grant assistance should RECIPIENT qualify;
 - B. Provide for proper administration of said grant should it be awarded;
 - C. Provide RECIPIENT with any technical support required by CDBG-DR Michael HRP activities.
 - 4.2 RECIPIENT shall:

- A. Be truthful to the best of its ability throughout the CDBG-DR Michael HRP process;
- B. Provide in a timely fashion any information required by APPLICANT in preparing the CDBG-DR Michael HRP application;
- C. Provide any necessary access to any of its premises or properties for purposes of CDBG-DR Michael HRP activity as specified in Section 2;
- D. Upon receiving assistance, in concert with the owner of real property being improved, enter into a deferred loan agreement and mortgage effectively prohibiting the sale of the business and associated real property for five(5) years after the grant award is formally closed.

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(Remainder of page intentionally left blank)

THE CITY OF MARIANNA

By _____
(Signature)

(Dated)

(Printed Name and Title)

QUALITY CARE SERVICES OF NW FL., LLC

By _____
(Signature)

(Dated)

(Printed Name and Title)

**OWNER(S) OF REAL PROPERTY LOCATED AT 2914 GREEN STREET, MARIANNA,
FL 32446**

By _____
(Signature)

(Dated)

(Printed Name)

By _____
(Signature)

(Dated)

(Printed Name)

MEMORANDUM OF UNDERSTANDING

BETWEEN:
THE CITY OF MARIANNA
AND
TOP NOTCH CREATION

1. **Preamble.** This memorandum of understanding (agreement) is made and entered into effective _____, 2021, by and between the City of Marianna (“APPLICANT”) and Top Notch Creation (“RECIPIENT”) located at 2888 Barnes Street, Marianna, FL 32448.
2. **Purpose.** The Rebuild Florida Hometown Revitalization program for Hurricane Michael, (“CDBG-DR MICHAEL HRP”), administered by the Florida Department of Economic Opportunity (“DEO”) has made available \$60,406,429 to support the recovery of economic activity in commercial areas of Hurricane Michael-impacted communities, facilitating the return and recovery of businesses, jobs, and provision of goods and services to the area. Under this program, small businesses are eligible to receive direct assistance. RECIPIENT has been deemed a qualifying small business per DEO guidance and APPLICANT has agreed to apply for funds on behalf of RECIPIENT. RECIPIENT hereby agrees and permits APPLICANT to make application on RECIPIENT’s behalf. RECIPIENT further agrees that it will provide access to information and property belonging to RECIPIENT and/or its officers to the extent that it is necessary to obtain CDBG-DR MICHAEL HRP funding and to complete all recovery activities set forth in any resulting grant agreement. APPLICANT and RECIPIENT both understand that any funding or recovery activity discussed and/or applied for are not guaranteed by any party.
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 - B. Provide for proper administration of said grant should it be awarded;
 - C. Provide RECIPIENT with any technical support required by CDBG-DR Michael HRP activities.
 - 4.2 RECIPIENT shall:

- A. Be truthful to the best of its ability throughout the CDBG-DR Michael HRP process;
- B. Provide in a timely fashion any information required by APPLICANT in preparing the CDBG-DR Michael HRP application;
- C. Provide any necessary access to any of its premises or properties for purposes of CDBG-DR Michael HRP activity as specified in Section 2;
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(Remainder of page intentionally left blank)

THE CITY OF MARIANNA

By _____
(Signature)

(Dated)

(Printed Name and Title)

TOP NOTCH CREATION

By _____
(Signature)

(Dated)

(Printed Name and Title)

OWNER(S) OF REAL PROPERTY LOCATED AT 2888 BARNES STREET, MARIANNA, FL 32448

By _____
(Signature)

(Dated)

(Printed Name)

By _____
(Signature)

(Dated)

(Printed Name)

