



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

3 ✓ 5/5/16 L

Today's Date: 4/22/2016

DOCUMENT TITLE: Façade Program Participation Agreement between 750 Flagler LLC and the Fort Lauderdale Community Redevelopment Agency – 737 NE 2 Avenue

COMM. MTG. DATE: 10/15/2013 CAM #: 13-1350 ITEM #: CRA-2 CAM attached: YES NO

Routing Origin: CCO Router Name/Ext: WendyG/6313 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Clerk's Office: Granicus document attached: YES NO # of Originals routed: 3
Date to CAO: 4/22/2016

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 3

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 4/29/16 Attorney's Name: Lynns Dorman Initials: _____

CITY CLERK
2016 MAY -2 AM 9:43

~~3) City Clerk's Office: # of originals: _____ Routed to: Name/Dept/Ext _____ Date: _____~~

~~4) Dept: _____ Router Name/Ext: _____ # of originals routed: _____ Date to CCO: _____~~

5) City Clerk's Office: # of originals: 3 Routed to: Gina Ri/CMO/X5013 Date: 5/2/16

6) City Manager's Office: CMO LOG #: May 4 Document received from: Wendy

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE _____ (Initial/Date) C. LAGERBLOOM _____
(Initial/Date) PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to Mayor CCO Date: 5/3/16

7) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

8) City Clerk's Office: Retains 1 original and forwards 2 original(s) to: Sandra Doughlin/CRA/4518
Return one fully executed original to CCO YES NO Attach _____ certified Reso # _____ YES NO
Original Route form to CCO

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Facade Program Participation Agreement Between 750 Flagler LLC and the Fort Lauderdale Community Redevelopment Agency – 737 NE 2 Avenue

Approved Comm. Mtg. on October 15, 2013 CAM #: 13-1350 ITEM #: CRA-2

Routing Origin: CRA Also attached: copy of CAM Original Documents

1) **City Attorney's Office:** Approved as to Form. Three (3) Originals and Delivered to City Manager on _____

Lynn Solomon _____

2) **City Manager as CRA Executive Director:** Please indicate if item is CIP Funded, sign where indicated, and forward three (3) originals to City Clerk

CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

<p>Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.</p>
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INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Retains one original and forwards two (2) original documents to:

(Sandra Doughlin, CRA/Extension 4518)

Original Route form to Lynn Solomon, CAO

**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY
FAÇADE PROGRAM
PARTICIPATION AGREEMENT**

THIS IS AN AGREEMENT made and entered into on this 3rd day of May, 2016 by and between:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as "CRA",

and

750 FLAGLER LLC, a Florida limited liability company, hereinafter referred to as "Participant".

WHEREAS, at its meeting of September 12, 2000 the CRA accepted the administration of the Façade Program ("Program"), which provides grant funds to local property owners and business owners who are lessees of property that are interested in improving the exterior appearance of their commercial structures as applicable to the Northwest Progresso-Flagler Heights Community Redevelopment Area ("NPFCRA") and approved a modification of the Program; and

WHEREAS, applications for funding through the Program shall be evaluated based upon the effect of the improvements upon the neighborhood including; neighborhood compatibility, the creation of additional jobs, the increase in the improved property's value, and the overall visual impact of the improvement; and

WHEREAS, Participant is not eligible to apply for additional funds under Program after funds awarded herein are spent by Participant; and

WHEREAS, Participant submitted an application for Façade Program funds which application has been approved by the CRA to receive funds under the Façade Program for the improvement of property described herein; and

WHEREAS, pursuant to motion approved by the CRA at its meeting of July 19, 2005, the CRA authorized the Executive Director of the CRA or his designee to execute Façade Agreements; and

WHEREAS, pursuant to motion approved by the CRA Board at its October 15, 2013 Meeting, the CRA approved the NPF CRA Five Year Strategic Program which included modifications to the Façade Program; and

NOW THEREFORE, as consideration for the mutual promises and covenants contained herein, the parties agree as follows:

The foregoing recitals are true and correct and are incorporated herein by reference.

1. PURPOSE AND SCOPE.

(A) The purpose of this Agreement is to provide the terms and conditions for the CRA to provide grant funds to Participant for the exterior renovation of the structure on real property legally described as:

See Exhibit "A" attached hereto and incorporated herein

and more commonly known as:

737 NE 2nd Avenue, Fort Lauderdale, FL

(hereinafter referred to as "Property").

(B) Funds provided herein by CRA may be used to pay for the cost of labor and materials necessary to construct, rehabilitate, or make improvements to the Property. Eligible items include, costs of permits, architectural design, landscaping, and other approved aesthetic enhancements. A specific description of eligible improvements is attached hereto as Exhibit "B" (hereinafter referred to as "Improvements"). Business equipment, furnishings or other interior improvements are not eligible. No improvements being funded under any other CRA program is eligible for reimbursement.

(C) Funds will be provided to Participant in the form of a grant.

(D) Façade improvements to be made in conjunction with this Agreement must commence no later than ninety days after the Effective Date of this Agreement as set forth in Exhibit "C" attached hereto and incorporated herein. Should Participant fail to commence work on the Property within the ninety day time period, CRA reserves the right not to award the funds granted herein. If CRA exercises this right, Participant may reapply to CRA for grant funds at a later date.

(E) Participant agrees that as a condition of this Agreement and as provided in the Façade Program, the Property shall not be sold within two (2) years of receipt of the Final Payment. In the event the Property is sold within one (1) year of the date of receipt of the Final Payment as described in Paragraph 2 (D) of this Agreement, the Participant shall repay one hundred percent (100%) of the funds paid by CRA for the Improvements. In the event the Property is sold within two (2) years of the

receipt of the Final Payment, the Participant shall pay CRA fifty percent (50%) of the funds paid by CRA for the Improvements. Participant shall notify the CRA within 5 days of the Property being sold. Payment shall be made within thirty (30) days of the date a conveyance document is recorded in the public records of Broward County and shall carry the maximum legal interest beginning on the 30th day until paid.

2. GRANT TERMS.

(A) Funds will be provided to Participant in the form of a grant of up to Fifteen Thousand and No/Dollars (\$15,000.00) or eighty percent (80%) of the total cost of the improvements on the Property, whichever is less. The total project cost is estimated at not less than \$18,750. Grant funds shall be used in accordance with the attached Exhibit "B".

(B) Participant must demonstrate to CRA that any funds required to complete the improvements on the Property, over and above what has been provided herein have been obtained.

(C) The funds provided herein may be disbursed by the CRA for hard and soft costs related to the improvements on the Property.

(D) Funds provided herein shall be given to Participant on a reimbursement basis with a maximum of two requests from Participant. Agency shall reimburse Participant within 45 days of receipt of proper invoices for eligible materials or services, proof Participant paid such invoices, releases of lien for all such work and any other reasonable documentation required by the CRA from Participant. Final payment of CRA funds ("Final Payment") shall be made after the permitted work has been inspected and approved by the CRA Executive Director or his or her designee and the Participant provides proof that the Project building permit has been inspected and passed by the City's Building Official and within 45 days of receipt of proper invoices for eligible materials or services, proof the Participant paid such invoices and any other reasonable documentation required by the CRA.

3. INSURANCE AND INDEMNIFICATION.

(A) Participant agrees to keep in force during the improvement construction period and during the term of this Agreement the following insurance policies:

(i) Commercial General Liability Insurance for the benefit of the Participant, the contractor and the CRA with combined single limit bodily injury/property damage of Five Hundred Thousand Dollars (\$500,000.00).

(ii) Employer's Liability Insurance for the benefit of the Participant and contractor with minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) and Workers Compensation coverage with the statutory coverage limits set forth by Florida Statutes.

(iii) Subcontractor Insurance is recommended. Participant is encouraged to advise the contractor that all of its subcontractors provide the aforementioned coverage as well as any other coverages that the Participant may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the contractor.

(B) Prior to the commencement of any construction activities pursuant to this Agreement, Participant shall furnish to the CRA a certificate of insurance for the above described Property, for the required insurance coverages as specified above, which shall name both the CRA and City as an additional insured, contain the name of insurance carrier(s), the effective and expiration dates of policies, and a provision for at least ten days prior notice to the CRA of any cancellation or material change in any policy.

(C) All such coverages shall be from a company or companies of such financial responsibility as found acceptable to the CRA. In the case of an insurable event, where applicable, the proceeds shall first be applied to the Property or if the Property is not able to be reconstructed then payable to the CRA on account of the indebtedness hereby secured.

(D) Should the Participant fail to keep the Property so insured or should the Participant fail to pay any premium becoming due on any such policy or policies on or before the due date thereof, the CRA may place and pay for such insurance or any part thereof without waiving or affecting any rights hereunder.

(E) Participant shall protect, defend, indemnify and hold harmless the City, the CRA, and their officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial

and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from this Agreement or the Participant's acts or omissions in performing their obligations under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance administrative order, rule or regulation or decree of any court, are included in the indemnity. The Participant further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent. This provision shall survive expiration or termination of this Agreement and shall not be limited by any insurance required hereunder.

(F) It shall be a default under this Agreement if there is any order, judgment or decree that is entered by any court of competent jurisdiction adjudicating the Participant bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of the Participant or of all or a substantial part of its assets, or if there is otherwise commenced as to the Participant or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues without being dismissed after any stay thereof expires.

4. CONSTRUCTION. All construction work must be performed by licensed contractors and appropriate permits will be required. Construction shall not commence without appropriate and sufficient property and casualty insurance on the Property. All construction work must be completed within the time frames as set forth in Exhibit "C" attached hereto and incorporated herein. Should Participant fail to comply with the deadlines set forth in Exhibit "C", CRA reserves the right not to award the funds granted herein. If CRA exercises this right, Participant may reapply to CRA for grant funds at a later date.

5. TERMINATION OF AGREEMENT.

(A) This Agreement, in whole or in part, may be terminated by CRA, for failure of Participant to comply with any of the provisions of this Agreement and upon thirty days prior written notice to Participant or in the event of a default under the Agreement. In the event CRA funds have been disbursed prior to termination, CRA shall be entitled to recover such funds from Participant.

(B) In the event funds to finance improvements made in connection with this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four hours written notice to the other party.

(C) No waiver by the CRA of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.

6. NOTICE. Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

As to the CRA:
NPFCRA Director
Fort Lauderdale Community
Redevelopment Agency
914 NW 6th Street, Suite 200
Fort Lauderdale, FL 33311

As to the Participant:
Alan Grunspan, Manager
750 Flagler LLC
120 Nighthawk Avenue
Plantation, FL 33324

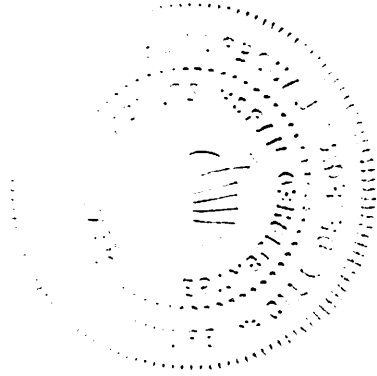
7. RECORDS/RIGHT TO AUDIT.

CRA shall have the right to audit the books, records and accounts of Participant that are related to this Agreement. Participant shall keep, and such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement in accordance with generally accepted accounting practices and standards. All books, records, and accounts of Participant shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Participant shall make same available at no cost to CRA in written form.

Participant shall preserve and make available, at reasonable times for examination and audit by CRA in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit, litigation, or other action involving the records has been initiated and have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings, litigation or other action. If the Florida public records law is determined by CRA to be applicable, Participant shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CRA's disallowance and recovery of any payment upon such entry.

8. APPLICABLE LAW. The Participant shall comply with the provisions of the CRA's Façade Program and all applicable local, state and federal laws, regulations, rules and ordinances in connection with the façade improvements contemplated by this Agreement. This Agreement shall be governed by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida, or the United States District Court for the Southern District of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]



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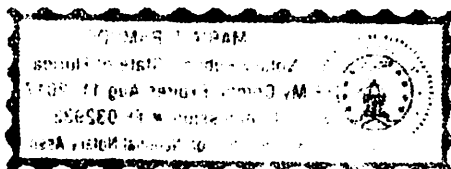


EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

Legal Description:

Parcel 1:

The South 25 feet of the North 35 feet of that certain parcel of land in Block 288 of PROGRESSO lying between Lots 19 and 24 in said Block 288 of PROGRESSO, as shown on Supplemental Map of said PROGRESSO, recorded in Plat Book 1, at Page 107, of the Public Records of Dade County, Florida, said parcel of land being sometimes described as the North 10 feet of Lot 22 and the South 15 feet of Lot 23 in Block 288 of PROGRESSO, together with Lot 24 and the North 10 feet of Lot 23 in Block 288 of PROGRESSO, according to the Public Records of Dade County, Florida; the above North 10 feet of Lot 23, Block 288, is also described as:

Beginning at monument at Southeast corner of Lot 24 in Block 288 of PROGRESSO, and running West along South boundary of said Lot 24, a distance of 127.5 feet, or to the East boundary of alley in center of Block 288; from monument at Southwest corner of Lot 24, run thence Southward along East side of alley, a distance of 10 feet to a stake; thence Eastward, a distance of 127.5 feet on a line parallel with South boundary of Lot 24 and to property line bounding Northeast 2nd Avenue; thence Northward 10 feet to a Point of Beginning, according to the Plat of PROGRESSO, recorded in Plat Book 1, at Page 107, of the Public Records of Dade County, Florida, LESS right-of-way for Progresso Drive per Official Records Book 443, at Page 28, Broward County Records; said land situate, lying and being in Broward County, Florida

Parcel 2:

All of that part of Block 288 lying North of Lot 24 and East of alley in said Block, in PROGRESSO, according to the Supplemental Map thereof, recorded in Plat Book 1, at Page 107, of the Public Records of Miami-Dade County, Florida; less that portion conveyed to the City of Fort Lauderdale, by Right-of-Way Deed dated December 9, 1955; and recorded in Official Records Book 517, Page 121, of the Public Records of Broward County, Florida, for the purpose of widening N.E. Flagler Drive and junctions with N.E. 2nd Avenue; said lands situate, lying and being in Broward County, Florida.

EXHIBIT "B"
PROJECT DESCRIPTION

New Windows, Doors and Paint

\$18,750.00

TOTAL FAÇADE GRANT: \$15,000.00

TOTAL PARTICIPANT COST: \$3,750.00

EXHIBIT "C"
PERFORMANCE SCHEDULE

Effective Date	Date on which Agreement is fully executed by both parties
Participant obtains all governmental approvals and permits	Within 60 days after Effective Date
Commence facade improvements	Within 90 days after the Effective Date
Building permit has been inspected and passed by the City's Building Official	Within 180 days after commencing facade improvements
Participant submits reimbursement package to CRA for Final Payment of CRA funds	Within 90 days of final inspection by City's Building Official