

**ADDENDUM
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
THURSDAY, DECEMBER 12, 2019 - 4:00 PM**

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE IN THE CITY CLERK'S OFFICE, OR ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
 - B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
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5. CONSENT AGENDA

4. RESOLUTION NO. 2019-CRA-026

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TO RECEIVE GRANT FUNDS IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00) IN CONNECTION WITH THE BROWARD REDEVELOPMENT PROGRAM FOR THE TRION PROJECT LOCATED WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TO RECEIVE GRANT FUNDS IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00) IN CONNECTION WITH THE BROWARD REDEVELOPMENT PROGRAM FOR THE TRION PROJECT LOCATED WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo - Broward County Interlocal Agreement BRP Grant Trion Project 12-12-2019, R-2019-CRA-026 BC ILA for BRP Grant Funds for Trion Project, BC BRP Dania Beach ILA for Trion

To: Chair, Vice Chair and Board of Directors

From: Rickelle Williams, Executive Director

Date: December 12, 2019

Re: Broward County Interlocal Agreement for Broward Redevelopment Program (BRP) Grant for the Trion Project

Redevelopment Goals (p. 3 – Adopted CRA Plan 2015)

1. To Enhance and Reinforce the CRA Sub Areas
2. To Redevelop the CRA in a manner that is Energy Efficient and Sustainable

Community Redevelopment Programs (p. 81-86 – Adopted CRA Plan 2015)

- Direct Financial Incentives to Generate New Private Development -The CRA shall be empowered to financially subsidize commercial, residential, and mixed-use private development projects, including but not limited to, direct grants, and the sale of real estate owned by the CRA at a discounted price.
- Matching Funds for Grants - As provided by Chapter 163, Part III, Florida Statutes, CRAs may apply for and receive grants. Most grant programs require some level of matching funding from the recipient. The CRA will be empowered to use monies to provide matching funds for grants, regardless of what entity applies for the grant, provided the proceeds of the grant will be used for community redevelopment within the redevelopment area.
- Recreation Facilities: As more housing units are built as a result of redevelopment, there will be more people in the community redevelopment area, thus creating a need for additional, expanded, or improved recreation facilities. The CRA will be empowered to pay for new, expanded, or improved recreation facilities.

CRA Plan: Policy Guidelines (p.23– Adopted CRA Plan 2015)

2. The CRA shall work with the private sector, financial institutions, and interested investors to the fullest extent it deems reasonable to facilitate the maximum investment of private funds in the redevelopment area.
6. The CRA shall work towards leveraging the maximum amount of financing resources possible to assist in the redevelopment
7. The CRA shall actively pursue the purchase and/or redevelopment of vacant or abandoned properties in the redevelopment area as a priority.
9. The CRA will actively partner with both public and private sector entities towards the achievement of its redevelopment goals and to gain the maximum leveraging of assets and cooperation.

Background

At the June 27, 2017 CRA Board meeting, the CRA Board, by motion and consensus, authorized CRA staff to apply for a reimbursable grant through the Broward Redevelopment Program for the Trion project. The CRA applied for the grant for public improvements supporting the Trion 340 market rate residential units (plus or minus ten percent), a mixed-use development slated for the corner of East Dania Beach Boulevard and Federal Highway. The development will also include approximately 13,000 square feet of retail space. On March 5, 2019, the CRA was awarded the grant in the amount of One Million Dollars (\$1,000,000.00). In order to move forward with the grant award, an Interlocal Agreement with Broward County is required to be executed within one year of the grant award, which was March 5, 2019. The

CRA provided Broward County with the required site plan documents that detail the public improvements and facilities (public park and fountain) that will be part of the project. Broward County has requested a Declaration of Restrictive Covenant with the developer, Merrimac Ventures, to ensure that the public improvements are open to the public year-round. After an Interlocal Agreement with Broward County is finalized, the CRA will develop an Agreement with Merrimac Ventures in order to define the funding relationship and payment process between Broward County, the CRA and the developer.

Current Situation

Merrimac Ventures is submitting a text amendment to the City of Dania Beach Community Development Department based on minor alterations to the unit mix of the development. The estimated timeline for the project is as follows:

December 2019	Execute Interlocal Agreement with County
March 2020	Completion of Construction Drawings, Submit for Permitting
May 2020	Submit for Foundation Permit
July 2020	Start Foundation Construction
August 2020	Receive All Approved City/County Building Permits Submit Project Site Control, Construction Contract, all Permit Approvals to County for approval. (Milestone 1)
September 2020	Begin Vertical Construction
March 2021	Top Off - Begin Interior Construction
January 2022	Temporary Certificate of Occupancy
May 2022	Final Certificate of Occupancy - Submit all backup to County (Milestone 2)

The Interlocal Agreement (ILA) with Broward County stipulates that the project must be completed and operational within three (3) years after the ILA is executed. Broward County will disburse funds to the CRA as follows:

Milestone 1: Submittal by the CRA to Broward County of evidence of Project site control acceptable to the Broward County, an executed construction contract, approved plans to commence the Project, and all required development and permit approvals to commence construction of the Project. Upon approval by Broward County of the construction contract, the plans, and the development and permit approvals for the Project, a disbursement in the amount of one-third of grant funds will be issued to the CRA.

Milestone 2: Project Completion. Completion will be deemed to have occurred when the CRA submits all receipts, approved permits, certificates of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the work for the Project has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications. At the completion of the Project, the CRA shall provide verified actual costs satisfactorily demonstrated to have been expended by the CRA for completion of the Project, in the minimum amount of the initial disbursement and up to two-thirds of the grant funds.

Fiscal Impact

The CRA is required to expend One Million Dollars (\$1,000,000.00) toward the project in order to be reimbursed by the County. As approval and funding for this project has been delayed by Broward County and is also contingent on project commencement by Merrimac Ventures, the CRA previously discussed with the CRA Treasurer that funding for this project would require a budget amendment once determined to be necessary. The current FY2020 Budget does not incorporate funding for this project and will require a budget amendment by the CRA Board prior to the request to Broward County for funds related to Milestone 1.

The budget amendment will be for one third of the grant total in the amount of Three Hundred Thirty Three Thousand and Three Hundred Thirty Three Dollars (\$333,333.00) prior to any contributions to the developer and reimbursement requests to the County. The remainder of upfront funding for two thirds of the grant total will be budgeted in future fiscal years until the project is completed and entirely reimbursed

Recommendation

Approve the Interlocal Agreement with Broward County for Broward Redevelopment Program grant funding in the amount of One Million Dollars (\$1,000,000.00) for the Trion project.

RESOLUTION NO. 2019-CRA-026

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TO RECEIVE GRANT FUNDS IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00) IN CONNECTION WITH THE BROWARD REDEVELOPMENT PROGRAM FOR THE TRION PROJECT LOCATED WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the adopted CRA Plan provides that the CRA may utilize direct financial incentives to generate new private development and that the CRA shall be empowered to financially subsidize commercial, residential, and mixed-use private development projects, including but not limited to, direct grants, and the sale of real estate owned by the CRA at a discounted price; and

WHEREAS, the Board of County Commissioners of Broward County, Florida (“Board”), on April 23, 2013, approved the Broward Redevelopment Program ("BRP"), for the public purposes of removing blighting conditions, job creation, and economic development in Broward County; and

WHEREAS, no BRP funds may be awarded for use in a Community Redevelopment Area created pursuant to Chapter 163, Part III, Florida Statutes, that is receiving the County's tax increment financing, or to a specific project that has previously received funding through the Broward County Redevelopment Capital Program as set forth in Chapter 19, Part III, of the Broward County Administrative Code; and

WHEREAS, all projects to be funded through the BRP are either within the boundaries of a Community Redevelopment Area or areas that have been designated in a county or municipal resolution or ordinance defining the area boundary and determining that the area meets the blighting conditions as described in Chapter 163, Part III, Florida Statutes; and

WHEREAS, the Board approved BRP funding for Fiscal Year 2018 on June 6, 2017, and at the June 27, 2017 CRA Board meeting, the CRA Board, by motion and consensus, authorized CRA staff to apply for a reimbursable grant through the BRP for the Trion mixed-use

development project (“Project”) at the old Pirate’s Inn site located at the northeast corner of Federal Highway and East Dania Beach Boulevard; and

WHEREAS, the CRA submitted an application under the FY 2018-19 BRP and was approved for an award in the amount One Million Dollars (\$1,000,000.00) by the Board on March 5, 2019 to fund public improvements as part of the Project, within the City of Dania Beach ("City"); and

WHEREAS, the Project provides for public improvements including a passive park, fountain and streetscape enhancements to be placed on a portion of the property and as these public improvements will be funded through the BRP grant, they shall remain accessible to members of the public in perpetuity via a Declaration of Restrictive Covenant by the property owner, 4 N Federal Dania, LLC.; and

WHEREAS, costs for the public improvements for the Project will exceed One Million Dollars (\$1,000,000.00) however contributions from the CRA to the developer will not exceed One Million Dollars (\$1,000,000.00) and grant funding from Broward County to the CRA will not exceed One Million Dollars (\$1,000,000.00); and

WHEREAS, CRA staff deems it in the best interest of the CRA to enter into an Interlocal Agreement with Broward County to facilitate redevelopment, job creation, tax revenue generation and the reduction of slum and blight for the benefit of the City; and

WHEREAS, the CRA Board adopted Resolution No. 2019-CRA-019 on September 12, 2019, approving the FY 2019-2020 Budget which did not include funding for this reimbursable grant as Broward County approval and funding for the BRP has previously been delayed and the Project is also contingent on commencement by the developer, Merrimac Ventures; and

WHEREAS, during Fiscal Year 2019-2020, upfront funding for this Project will require a budget amendment by the CRA Board for one third of the grant total in the amount of Three Hundred Thirty Three Thousand, Three Hundred Thirty Three Dollars (\$333,333.00) prior to any contributions to the developer and reimbursement requests to the County; and

WHEREAS, the remainder of upfront funding for two thirds of the grant total will be budgeted in future fiscal years until the project is completed and entirely reimbursed; and

WHEREAS, the CRA desires to enter into an Interlocal Agreement with Broward County to receive BRP funds and to delineate respective areas of responsibility with respect to the Project; and

WHEREAS, a copy of the Agreement is attached as Exhibit “A”, and is made part of and incorporated into this Resolution by this reference;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by reference.

Section 2. That the CRA Board authorizes an Interlocal Agreement for the Broward Redevelopment Program to be executed with the Board of County Commissioners of Broward County, Florida (“Board”), a copy of which is attached as Exhibit “A”, and is made part of and incorporated into this Resolution by this reference; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. That during Fiscal Year 2019-2020, upfront funding for this Project will require a budget amendment by the CRA Board for one third of the grant total in the amount of Three Hundred Thirty Three Thousand, Three Hundred Thirty Three Dollars (\$333,333.00) prior to any contributions to the developer and reimbursement requests to the County and the remainder of upfront funding for two thirds of the grant total will be budgeted in future fiscal years until the project is completed and entirely reimbursed.

Section 4. That the Executive Director and CRA Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and proper for the best interest of the CRA.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED and **ADOPTED** on December 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

Return recorded document to:
Broward County Housing Finance and
Community Development Division
110 NE 3rd Street, 3rd Floor
Fort Lauderdale Florida, 33301

Document prepared by:
Damaris Henlon, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY FOR THE TRION PROJECT**

This is an Interlocal Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the Dania Beach Community Redevelopment Agency, a public body corporate and politic, or its successor ("CRA"). County and CRA shall collectively be known as the "parties."

RECITALS

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969, as amended. Prior to the effectiveness of any provisions of this Interlocal Agreement and any amendments hereto, this Interlocal Agreement and any amendments shall be filed as provided by Section 163.01(11), Florida Statutes.

B. It is the purpose and intent of this Agreement for County and CRA to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.

C. The Board of County Commissioners of Broward County, Florida ("Board"), on April 23, 2013, approved the Broward Redevelopment Program, for the public purposes of removing blighting conditions, job creation, and economic development in Broward County.

D. No Broward Redevelopment Program funds will be awarded to a community redevelopment area created pursuant to Chapter 163, Part III, Florida Statutes, that is receiving the County's tax increment financing, or to a specific project that has previously received funding through the Broward County Redevelopment Capital Program as set forth in Chapter 19, Part III, of the Broward County Administrative Code.

E. All projects to be funded through the Broward Redevelopment Program are either within the boundaries of a community redevelopment area or areas that have been designated in a

county or municipal resolution or ordinance defining the area boundary and determining that the area meets the blighting conditions as described in Chapter 163, Part III, Florida Statutes.

F. Projects that are eligible to apply for Broward Redevelopment Program funding include public improvements.

G. The Board approved Broward Redevelopment Program funding for Fiscal Year 2018 on June 6, 2017, and CRA submitted an application for funding for a project, said project having been reviewed and recommended for approval to the Board.

H. The project is the Trion Project, for a total funding amount not to exceed One Million Dollars (\$1,000,000.00) (the "Project").

I. The Board approved the Project on March 5, 2019, as part of Agenda Item #7.

J. CRA and County hereby agree that the Project, during the term of this Agreement and any amendments hereto, shall be funded through non ad valorem revenue sources pursuant to the requirements of the Broward Redevelopment Program.

K. The Project has been deemed to be eligible for the Broward Redevelopment Program as the Project addresses the public purposes of economic development, job creation, and removal of blighting conditions so as to have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment.

L. CRA has submitted design plans as part of the application, the cost estimate of County staff compares favorably with CRA's submitted cost estimate, and the submitted contributions from non-County sources appear reasonable for the estimated total project cost.

M. CRA, as part of the application, has submitted that forty (40) new permanent jobs will be created as a result of this Project.

N. The parties desire to delineate their areas of responsibility with respect to the Project and funding.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, County and CRA agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 **Application** means the application for funding for the Project under the Broward Redevelopment Program that was submitted to County by CRA. The terms, conditions, certifications, requirements, and statements contained within the application are specifically incorporated into this Agreement as obligations of CRA. The Application is kept on file in the office of the Director, Broward County Housing Finance and Community Development Division.

1.2 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division or such person's successor as designated by County in writing.

1.3 **County Administrator** means the administrative head of Broward County appointed by the Board of County Commissioners.

1.4 **Economic development** means a project or activity that creates an identified number of new permanent jobs as detailed in the application for funding under the Broward Redevelopment Program.

1.4 **Public improvements** means improvements that further redevelopment including: transportation improvements (roadways, turn lanes, crosswalks, etc.); construction or expansion of public parking; streetscaping to facilitate access to businesses, employment, and transit; and landscaping and irrigation associated with the transportation, public parking, or streetscaping improvement. Landscaping and irrigation costs shall not exceed twenty percent (20%) of the cost of the Project.

1.5 **Redevelopment** means projects that address public purposes of removing blighting conditions and facilitating economic development opportunities and job creation, which public purposes have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment.

ARTICLE 2 - SCOPE/PROJECT

2.1 The Project is located on the northeast corner of Federal Highway and Dania Beach Boulevard, in Dania Beach, Florida, within the redevelopment area as described in Exhibit A.

2.2 CRA and County hereby agree that the Project was approved by County as follows:

The Project shall consist of an eight (8) story, 340 market rate residential unit building, including approximately 13,000 square feet of ground floor retail, buried utilities, wide sidewalks, a public park with exercise equipment, a fountain, and onsite parking. Final unit count and retail square footage will fall within 10% above or below the aforementioned figures. County funding is limited to the public improvements associated with the Project; i.e., public park, fountain, and streetscape improvements. No County funding will be used for utility improvement costs.

2.3 CRA shall perform all work specified in this Agreement inclusive of the Exhibits, and agrees to comply with all the terms, requirements, and conditions of this Agreement. Unless stated otherwise in this Agreement, the work required of CRA includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render CRA's performance

impractical, illogical, or unconscionable. CRA is responsible for implementing and conforming to the terms and conditions of this Agreement. CRA shall provide to County advance notice of all public meetings related to the Project. CRA shall keep County informed throughout the planning, design, and construction of the Project.

2.4 CRA acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein.

2.5 Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative Procedure, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

2.6 No Broward Redevelopment Program funds shall be used to clean up or remediate a contaminated site.

2.7 CRA is responsible for implementing and conforming to the terms and conditions of this Agreement. CRA shall provide to County a minimum of five (5) days of advance notice of all public meetings related to the Project. CRA shall keep County informed throughout the planning, design, and construction of the Project.

2.8 CRA shall establish and maintain a separate account for each Project for funds received from County pursuant to the Broward Redevelopment Program.

ARTICLE 3 - TERM OF AGREEMENT

3.1 The term of this Agreement shall begin on the date it is fully executed by the parties ("Effective Date"). The termination of the Agreement shall be June 30, 2023.

3.2 All duties, obligations, and responsibilities of CRA required by this Agreement shall remain in full force and effect throughout the term of this Agreement, as set forth above, unless written notice of termination by County or CRA is provided pursuant to the Notices provision.

3.3 Time is of the essence for all performance required under this Agreement.

ARTICLE 4 - PAYMENTS/OBLIGATIONS

4.1 The total maximum financial grant of County for the Project shall not exceed One Million Dollars (\$1,000,000.00). Landscaping and irrigation costs associated with the Project shall not exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00), which is twenty percent (20%) of One Million and 00/100 Dollars (\$1,000,000.00), or the actual cost of the landscaping and irrigation, whichever is less.

4.2 No County disbursement shall be made until each milestone identified for the approved Project is achieved. The milestones for this Project are as follows:

- a. The first milestone shall be submittal by CRA to County of evidence of Project site control acceptable to County, in the form of a recorded Declaration of Restrictive Covenants ("DRC") in substantially similar form to the attached Exhibit B; an executed construction contract; approved plans to commence the Project; and all required development and permit approvals to commence construction of the Project.

Upon approval by County of the recorded DRC, construction contract, the plans, and the development and permit approvals for the Project, a disbursement in the amount of Three Hundred and Thirty-Three Thousand Three Hundred and Thirty-Three Dollars (\$333,333.00) shall be made to CRA.

- b. The second milestone shall be at the completion of the Project, which shall be no later than three (3) years after the Effective Date of this Agreement. Completion will be deemed to have occurred when CRA submits all receipts, approved permits, certificates of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the work for the Project has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, CRA shall provide verified actual costs satisfactorily demonstrated to have been expended by CRA for completion of the Project, in the minimum amount of the initial disbursement of Three Hundred and Thirty-Three Thousand Three Hundred and Thirty-Three Dollars (\$333,333.00), and in an amount not to exceed One Million Dollars (\$1,000,000.00). Upon County's review and approval of all required documentation from CRA, County shall disburse to CRA an amount not to exceed Six Hundred and Sixty-Six Thousand Six Hundred and Sixty-Seven Dollars (\$666,667.00), the balance on the total contract amount after the initial disbursement.

- c. CRA agrees that all County funds disbursed to CRA for the Project shall be returned to County if the Project is not completed and operational within three (3) years after the Effective Date of this Agreement.

4.3 At a minimum, documentation required for County's payment shall include:

- a. A signed letter from the CRA Board Chair or CRA Executive Director certifying completion of the milestone;

- b. As applicable, all contracts entered into in connection with the Project, detailing the scope of work and Project costs;
- c. For the second milestone, itemized actual costs with copies of supporting invoices; and
- d. For the second milestone, evidence of payment of Project costs by CRA, which at a minimum will include copies of canceled checks or wire transfers.

4.4 All documentation is subject to County's review and approval prior to payment. The documentation shall be submitted in electronic format acceptable to County. County may require that CRA furnish such additional materials and information as County believes relevant to support the request for payment. Funds shall be processed for disbursement within thirty (30) days after completion of County's review and approval of the complete documentation.

ARTICLE 5 - REPORTING REQUIREMENTS

In addition to the reporting requirements listed in Sections 163.356, 163.362, and 163.387, Florida Statutes, which are due by March 31 of each year, CRA shall submit to County on the anniversary date of the Effective Date of this Agreement, a detailed Annual Report of the progress made in carrying out the Project. This Annual Report shall include the Project development schedule, showing updates as appropriate, and a critical path timeline as to overall redevelopment within the declared redevelopment area. Additionally, the Annual Report shall include time frames and benchmarks including, but not limited to, accounting of County funding, enhancements to the tax base, any leverage of private or public funds, costs and revenues, growth in new business, number of jobs created and maintained, removal of blighting conditions, reduction in code violations, improvements to infrastructure, and ongoing benefits to the broader community. Financial information must include both expenditures for the current fiscal year and cumulative financial information for the Project. Also, a detailed six (6) month Progress Report shall be delivered to County every six (6) months after the Effective Date herein, except that the second Progress Report may be combined with the Annual Report. Each Progress Report shall contain Project performance information to include descriptions of the implementation activities undertaken, the achievement of milestones and benchmarks, the compliance with the established development schedule/time frames, the actual costs/expenditures, and the number of jobs created and maintained. The Annual Report and Progress Reports shall contain sufficient information for e County to determine if the Project conforms to this Agreement and the Broward Redevelopment Program and shall be in a format acceptable to County.

ARTICLE 6 - TERMINATION

6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated

in a written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare or upon request by CRA. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Agreement may be terminated for cause for reasons including, but not limited to, CRA's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CRA is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if CRA provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement. In the event this Agreement is terminated for cause, CRA shall return all sums paid by County under the Agreement through the termination date specified in the written notice of termination.

6.4 In the event this Agreement is terminated for convenience, CRA shall be paid for all work executed and actual expenses incurred prior to termination, including commitments which had become firm prior to the termination. All actual expenses incurred shall have sufficient back-up documentation acceptable to County, in its sole discretion, to verify that such expenses were actually incurred by CRA. CRA acknowledges that it has received good, valuable, and sufficient consideration from e County, the receipt and adequacy of which are hereby acknowledged by CRA, for County's right to terminate this Agreement for convenience.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 Public Records. To the extent CRA is acting on behalf of County as stated in Section 119.0701, Florida Statutes, CRA shall:

- a. Keep and maintain public records required by County to perform under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and
- d. Transfer to County, at no cost, all public records in possession of CRA upon completion or termination of this Agreement or keep and maintain public records required by County. If CRA transfers the records to County, CRA shall destroy any duplicate public records that are exempt or confidential and exempt. If CRA keeps and maintains public records upon completion of this Agreement, CRA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of CRA to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. CRA will provide any requested records to County to enable County to respond to the public records request.

IF CRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CRA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4900, RSTONE@BROWARD.ORG, 110 NORTHEAST 3rd STREET, SUITE 300, FORT LAUDERDALE, FLORIDA 33301.

7.2 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by a party. If CRA violates this provision, County shall have the right to immediately terminate this Agreement.

7.3 Audit Rights. County shall have the right to audit the books, records, and accounts of the CRA and its subcontractors that are related to this Project. CRA and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CRA and its subcontractors 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, CRA or its subcontractors, as applicable, shall make same available at no cost to County in written form.

CRA and its subcontractors shall preserve and make available, at reasonable times for examination and audit by County, 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 Act, Chapter 119, Florida Statutes, 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 has been initiated and audit findings 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. If the Florida Public Records Act is determined by County to be applicable to CRA and its subcontractors' records, CRA and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CRA or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. CRA shall ensure that the requirements of this Section are included in all agreements with its subcontractors.

7.4 Materiality and Waiver of Breach. County and CRA agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.5 Notices. In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Director, Housing Finance and Community Redevelopment Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

With copy to:

Broward County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

NOTICE TO CRA:

CRA Executive Director
Dania Beach Community Redevelopment Agency

100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

With copy to:

CRA Attorney
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

With copy to:

City Manager
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

7.6 Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations under this Agreement.

7.7 Independent Contractors. CRA is an independent contractor under this Agreement. Services provided by CRA pursuant to this Agreement shall be subject to the supervision of CRA. In providing such services, neither CRA nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to CRA or its agents any authority of any kind to bind County in any respect whatsoever.

7.8 Third Party Beneficiaries. The parties do not intend that any person shall have a cause of action against any party as a third-party beneficiary under 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 any party based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.9 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

7.10 Joint Preparation. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against any party.

7.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.12 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

7.13 Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CRA AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

7.14 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CRA. Further, CRA acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

7.15 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

7.16 Incorporation by Reference. The truth and accuracy of each Recital set forth above is acknowledged by the parties. The attached Exhibits A and B are incorporated into and made a part of this Agreement.

7.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

7.18 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

7.19 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2020; and the Dania Beach Community Redevelopment Agency, signing by and through its Chair, duly authorized to execute same.

County

County

ATTEST:

Broward County, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor or Vice-Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Damaris Y. Henlon (Date)
Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE TRION PROJECT

Community Redevelopment Agency

Witnesses: Dania Beach Community Redevelopment Agency

_____ By _____
Chair

Attest:

_____ (SEAL)
CRA Clerk

Approved as To Form:

CRA Attorney

EXHIBIT A

Redevelopment Area and Project Location

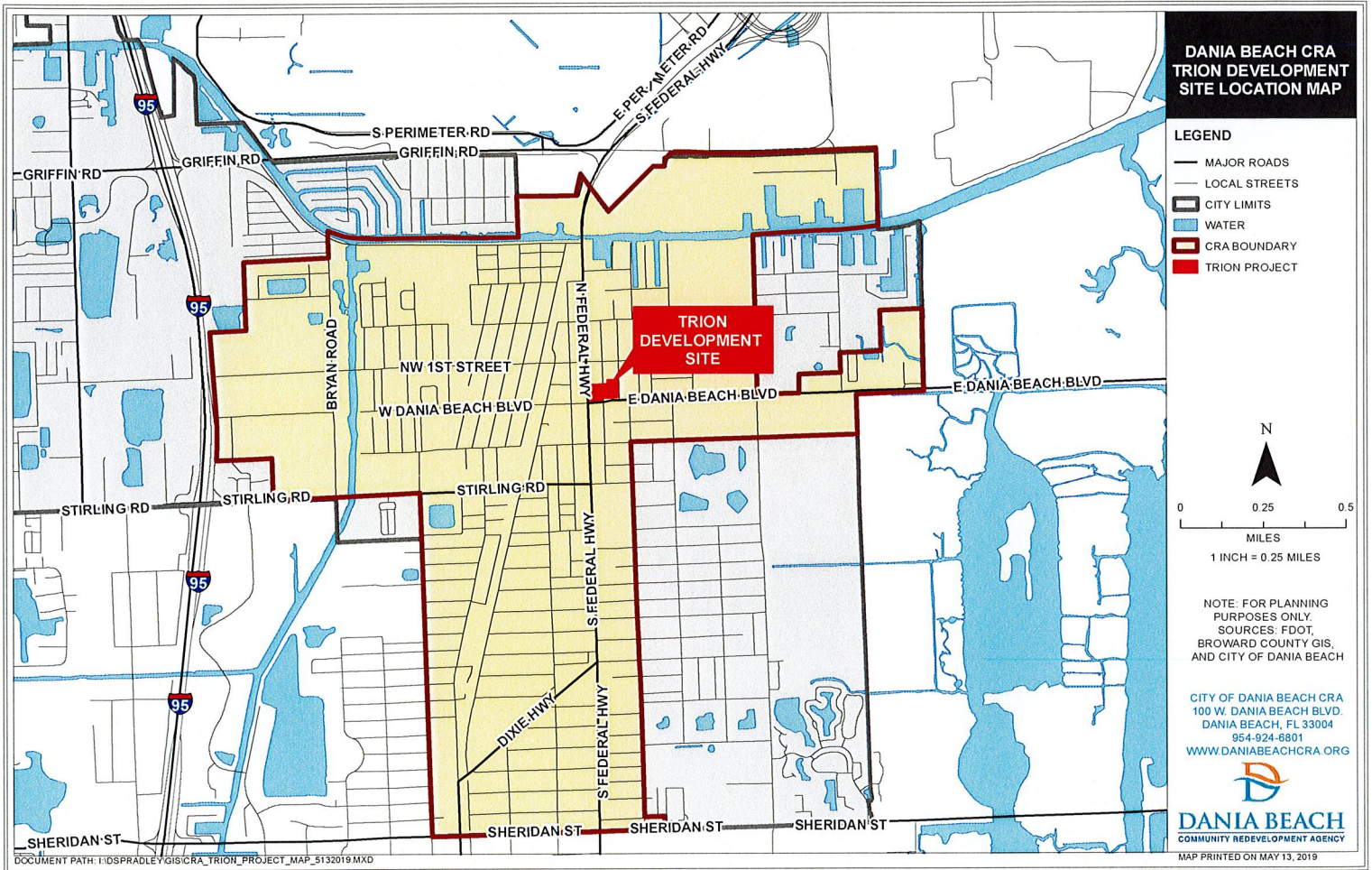


EXHIBIT A

Redevelopment Area and Project Location

Public Park and Streetscape Enhancements

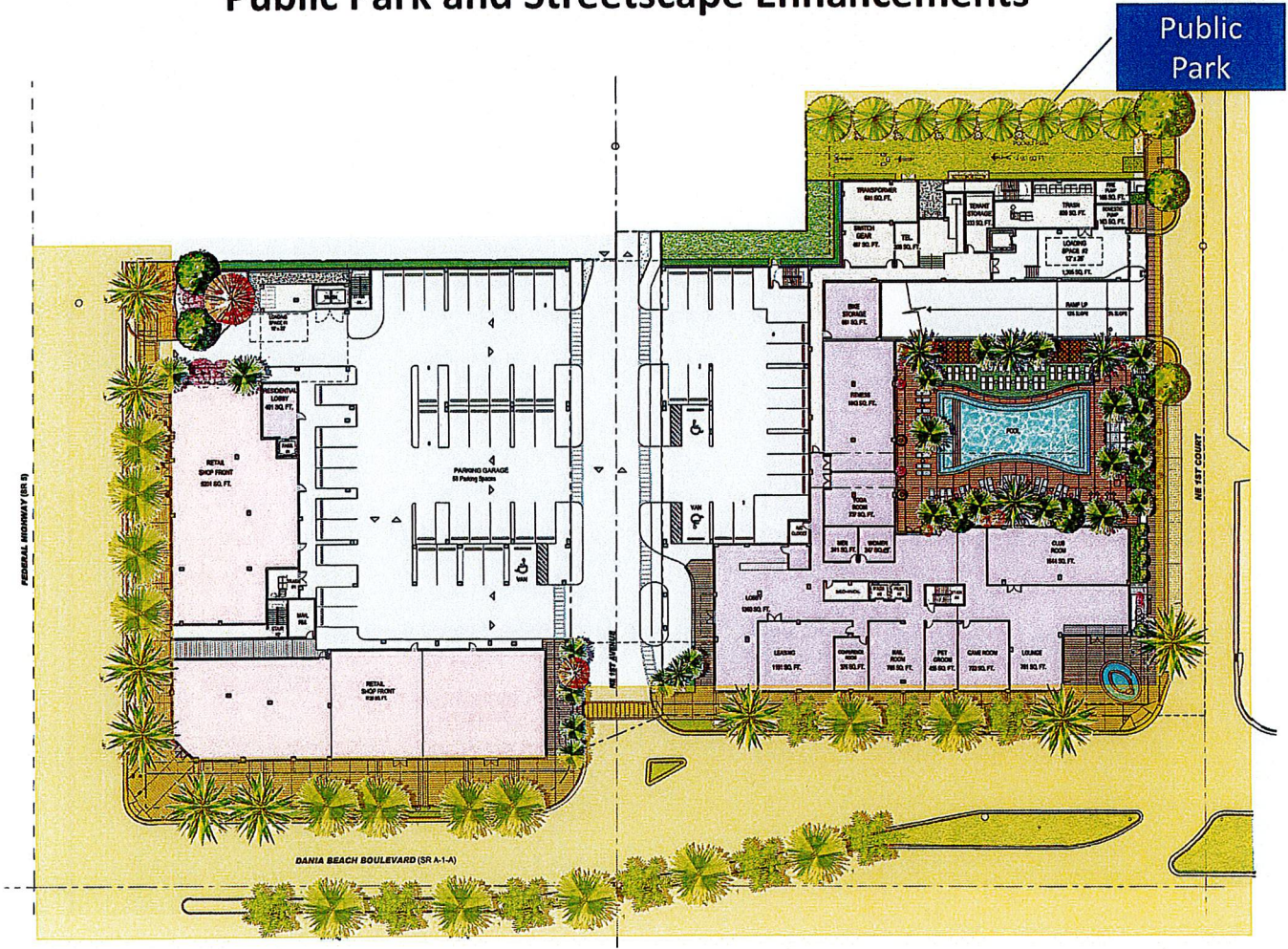


EXHIBIT B

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") made by 4 N Federal Dania, LLC, hereinafter referred to as "Property Owner," and shall be binding upon Property Owner, its successors and assigns.

RECITALS

A. The Board of County Commissioners of Broward County, Florida ("Board"), on April 23, 2013, approved the Broward Redevelopment Program ("BRP"), for the public purposes of removing blighting conditions, job creation, and economic development in Broward County.

B. The Dania Beach Community Redevelopment Agency, hereinafter referred to as CRA, made application under the FY 2018-19 BRP and was awarded One Million Dollars for the funding of a public improvement project known as the "Trion Project," within the City of Dania Beach ("City").

C. The Trion Project provides for public park and streetscape enhancement on that portion of property described in Schedule A, attached hereto and incorporated herein ("Property"). The public park, a fountain and streetscape enhancements are illustrated on Schedule B ("Public Improvements").

D. A condition of the BRP is that projects receiving funding under that program remain accessible to members of the public in perpetuity.

E. Property Owner is the fee title owner of the Property.

F. In accordance with the BRP requirements, Property Owner is desirous of providing public access to the Public Improvements in perpetuity.

NOW, THEREFORE, Property Owner hereby declares that the Property shall be developed, held, maintained, transferred, sold, conveyed and owned subject to the following designations and restrictive covenants

1. RECITALS

The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. RESTRICTIONS

The Public Improvements shall be accessible to members of the public in perpetuity. Such access shall not be restricted by barriers, gates, or otherwise, and shall not be subject to the payment of a fee, nominal or otherwise. Aforementioned access for the public park component of the Public Improvements will be limited to the hours of sunrise to sunset, will be open 365 days per year and will have a locking gate to prevent entry during non-operating hours.

3. MODIFICATION AND TERMINATION

No revisions to the Declarations of Restrictive Covenants shall be permitted unless specifically approved by the Board and City. If Property Owner, its successors, or assigns wish(es) to modify or terminate this Declaration, it shall be required to apply to the Board and City for an amendment to, or termination of, this Declaration. It shall be within the sole discretion of the Board and City as to whether to modify or terminate this Declaration and the restrictive covenants contained herein since Property Owner accepted the restrictive covenants contained within this Declaration as a condition for receiving BRP funding for its Trion Project.

4. COVENANT RUNNING WITH THE LAND

This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall run with the Property described in Schedule A, and shall be binding on all persons and entities acquiring title to or use of the Property.

5. ENFORCEMENT; GOVERNING LAW

Broward County, through its Board of County Commissioners, its successors and assigns, and City are the beneficiaries of this Declaration and, as such, Broward County and City, collectively or individually, may enforce these restrictive covenants by action at law or in equity including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration. This document shall be construed in accordance with the laws of the state of Florida and venue shall lie within Broward County, Florida.

6. WAIVER

No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the matter required by Paragraph 3. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

7. INVALIDATION

Invalidation of any one of the restrictive covenants contained herein by judgment or court order shall in no way affect any other conditions which remain in full force an effect.

8. EFFECTIVE DATE

The Declaration of Restrictive Covenants shall become effective upon recordation in the Public Records of Broward County, Florida, at Property Owner's expense.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed by _____, by and through its _____, duly authorized to execute same.

WITNESSES:

By _____

Print Name: Dev Motwani _____

Title: Manager _____

____ day of _____, 20____

ATTEST:

Secretary

(CORPORATE SEAL)

SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

PARCEL I:

LOT 15, LESS THE WEST 24 FEET AND ALL OF LOT 16, BLOCK 12, OF "TOWN OF DANIA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, AT PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL II:

LOTS 17 AND 18, BLOCK 12, "TOWN OF DANIA", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK B. PAGE 49, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LAND LYING AND BEING IN BROWARD COUNTY, FLORIDA, LESS THE WEST 24- FEET OF LOT 18 FOR RIGHT-OF-WAY OF STATE ROAD No 5.

PARCEL B:

PARCEL B-1.

LOTS 19, 20, 21, 22, 23 AND 24, BLOCK 12, "THE TOWN OF MODELO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
LESS THE RIGHT-OF-WAY FOR STATE ROAD No. 5,
AND LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD.
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL B-2

LOT 27, LESS THE RIGHT-OF-WAY OF DANIA BOULEVARD; LOTS 28, 29, 30 AND 31, BLOCK 2, "AMENDED PLAT OF BLOCK 2, ESKILSON ADDITION TO THE "CITY OF DANIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 1, LESS THE RIGHT-OF-WAY FOR DANIA BOULEVARD, TOGETHER WITH LOTS 1 AND 2, BLOCK 6, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL C:

LOT 3, BLOCK 6, "BEACHWAY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

SCHEDULE B

PUBLIC PARK AND STREETScape ENHANCEMENTS

Exhibit B - Public Park and Streetscape Enhancements

Public Park

