

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: February 16, 2016

Agenda Item 2

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THAT CERTAIN PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND ETA NU EDUCATION FOUNDATION, INC.; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

This agenda item is to amend a Property Disposition and Development Agreement between the Pompano Beach CRA and the Eta Nu Education Foundation, Inc. to update the project construction schedule and to extend the allowable number of days to be operational after the Notice of Completion. Construction of the 4,000 sq. ft. facility at the northeast corner of Dr. Martin Luther King Jr. Boulevard and NW 10 Avenue is commencing smoothly and the contractor is anticipating a substantial completion date of April 2016.

CRA Staff recommends approval.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Nguyen Tran *NT* Ext. 7769
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: n/a

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER

[Handwritten Signature]

Claudia M. McKenna

- CRA Executive Director
- CRA Attorney
- Finance Director

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
Results:	Results:	Results:
2012-79: Approved		



P. O. Drawer 1300
Pompano Beach, FL 33060

Phone: (954) 786-5535
Fax: (954) 786-7836

MEMORANDUM

To: Pompano Beach CRA Board

Through: Chris Brown, Co-Executive Director
Kim Briesemeister, Co-Executive Director

From: Nguyen Tran, Northwest CRA Director 

Date: February 5, 2016

Subject: Approval of a First Amendment to a Property Disposition and Development Agreement between the Pompano Beach Community Redevelopment Agency and Eta Nu Education Foundation, Inc.

Summary:

This agenda item is to amend the Property Disposition and Development Agreement between the Pompano Beach CRA and Eta Nu Education Foundation, Inc. with an updated construction schedule and to extend the number of days to be operational after the Notice of Completion.

Background:

The Pompano Beach CRA entered into a Property Disposition and Development Agreement with the Eta Nu Education Foundation, Inc. on July 23, 2012 associated with the construction of a 4,000 sq. ft. facility located on the north side of Dr. Martin Luther King Jr. Boulevard (aka Hammondville Road) between NW 9 Avenue and NW 10 Avenue. The project was substantially delayed due to issues relating to the new Federal Emergency Management Agency (FEMA) regulations. As a result, the Architectural drawings had to be redrawn to account for an increase in the finished floor elevation. This not only delayed the project construction date but increased project construction costs. The delay was approximately 7 months which also consisted of a new building permit application. The proposed amendment is to update the construction schedule and to allow additional time for Eta Nu Education Foundation, Inc. to be operational to avoid the possibility of a technical default. Construction is commencing smoothly and the contractor is anticipating a substantial completion date of April 2016.

Recommendation:

Staff recommends approval of this agenda item.

RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THAT CERTAIN PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND ETA NU EDUCATION FOUNDATION, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The First Amendment to the Property Disposition and Development Agreement (the Agreement) between the Pompano Beach Community Redevelopment Agency and ETA NU Education Foundation, Inc., a copy of which First Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the First Amendment, together with such other documents as may be required to effectuate the Agreement.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of February, 2016.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

**FIRST AMENDMENT TO
PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT**

This First Amendment to Property Disposition and Development Agreement between the **Pompano Beach Community Redevelopment Agency (CRA)** and **ETA NU Education Foundation, Inc.** (Developer) is entered into this _____ day of February, 2016.

WHEREAS, by Resolution 2012-79, the CRA approved the Property Disposition and Development Agreement entered into by the parties on July 23, 2012; and

WHEREAS, the Agreement provides for completion of the project according to the construction schedule attached to the Agreement as Exhibit 5; and

WHEREAS, the parties desire to amend the construction schedule to accurately reflect the anticipated final completion of the project.

NOW, THEREFORE, the parties agree as follows:

1. Each "Whereas" clause stated above is true and correct and incorporated in this First Amendment by reference.

2. The Agreement shall remain in full force and effect except as specifically amended below.

3. Exhibit 5 attached to the Agreement and containing the original construction schedule is substituted by the Exhibit 5 attached to this First Amendment and the Developer shall comply with the substituted Exhibit 5.

4. Article 4, General Description of Lease and Development Project, Paragraphs 2.b. and 2.c. are amended to read as follows:

b. The Developer agrees that the construction of the Buildings and Improvements provided for herein shall be completed according to the schedule identified on Exhibit 5 of this Agreement, ~~but that in no event shall the completion of said construction extend beyond four years, even taking into account Permitted Delays.~~ The failure of Developer to complete construction within four years according to the schedule identified in Exhibit 5 shall cancel this Agreement may result in termination of this Agreement at the discretion of the CRA.

c. The Developer further agrees that the Project will be operational within ~~30~~ 90 days of the issuance of the Notice of Completion as provided for in Article 13 hereof.

5. No other amendment to the Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity with this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date and year first above written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Print Name: _____

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member

Print Name: _____

By: _____

Kim Briesemeister, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Kim Briesemeister, President of MetroStrategies, Inc., as President of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"DEVELOPER":

Signed, Sealed and Witnessed
In the Presence of:

THE ETA NU EDUCATION FOUNDATION, INC.
a Florida not for profit company

[Signature]

By: [Signature]
HARRY HARRELL, PRESIDENT

Print Name: Gary Torrence Jr.

ATTEST:

[Signature]

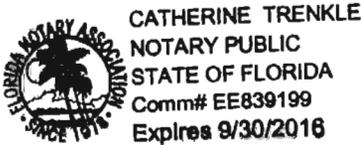
By: [Signature]
ANTONIO BRIHM, SECRETARY

Print Name: Gary Torrence Jr.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this 10th day of Feb, 2016,
before me personally appeared Harry Harrell, President of The ETA NU EDUCATION
FOUNDATION, INC., who is personally known to me, and he acknowledged that he executed the
foregoing instrument as the proper official of ETA NU EDUCATION FOUNDATION, INC., and the same is
the act and deed of ETA NU EDUCATION FOUNDATION, INC.

NOTARY'S SEAL:



[Signature]

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

CATHERINE TRENKLE
(Name of Acknowledger Typed, Printed or Stamped)

EE839199
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of
Feb, 2016 by Antonio Brihm as Secretary of The ETA NU
EDUCATION FOUNDATION, INC., who is personally known to me.

NOTARY'S SEAL:



[Signature]

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

CATHERINE TRENKLE
(Name of Acknowledger Typed, Printed or Stamped)

EE839199
Commission Number

Exhibit 5

PROJECT SCHEDULE

Description of Event	Start/Finish	Time
1. CRA Board Approval of Development Agreement	07/17/12-07/23/12	7.0 days
2. Submit Bid Bond to CRA	07/24/12-08/24/12	1.0 month
3. Preparation of Site Plan	07/24/12-09/01/12	1.5 months
4. Preparation of Architectural & Engineering Plans	09/01/12-12/12/12	3.4 months
5. Submit Construction Plans to CRA (Article 12.1)	12/13/12-01/31/13	1.5 months
6. Submit for Development Approval (DRC, AAC & P&Z)	12/13/12-09/13/13	9.0 months
7. Prepare Construction Documents	09/14/13-11/14/13	2.0 month
8. Submit for Building Permits	11/15/13-03/15/14	4.0 months
9. Submit Construction Notice and Commencement Submittals to the CRA (Article 12.2)	11/10/14-11/17/14	7.0 days
10. Effective Date of Lease/Commencement of Construction	8/28/15-5/1/16	9.0 months
11. Certificate of Occupancy	6/1/16	1.0 day
12. Move-In	6/2/16-9/02/16	3.0 month

RESOLUTION NO. 2012-79

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIAL TO EXECUTE A PROPERTY DISPOSITION AND DEVELOPMENT AGREEMENT AND A LEASE WITH OPTION TO PURCHASE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND ETA NU EDUCATION FOUNDATION, INC., RELATING TO PROPERTY LOCATED ON DR. MARTIN LUTHER KING, JR. BOULEVARD AT NW 10th AVENUE; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That Agreements between the Pompano Beach Community Redevelopment Agency and Eta Nu Education Foundation, Inc., copies of which Agreements are attached hereto and incorporated by reference as if set forth in full, are hereby approved.

SECTION 2. That the proper official is hereby authorized to execute said Agreements between the Pompano Beach Community Redevelopment Agency and Eta Nu Education Foundation, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of JULY, 2012.



LAMAR FISHER, CHAIRPERSON

ATTEST:



MARGARET GALLAGHER, SECRETARY

**Pompano Beach
Community Redevelopment
Agency**

**Property Disposition and Development
Agreement**

with

**ETA NU Education
Foundation, Inc.**

**PROPERTY DISPOSITION
AND DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 23th day of July, 2012, by and between

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida (the "CRA"),

and

ETA NU EDUCATION FOUNDATION, Inc., a Florida non-profit corporation, whose address is P. O. Box 547, Pompano Beach, Florida 33060 (the "Developer").

WHEREAS, the CRA is the legal owner of land located in the City of Pompano Beach, Broward County, Florida, comprising approximately 21,900 square feet of platted land (the "Property" or the "Premises"), the legal description and survey for which are attached hereto and made a part hereof as Exhibit 1;

WHEREAS, on May 12, 2011, the Developer submitted an unsolicited proposal (the "Proposal") to lease the Property from the CRA for the purpose of developing, constructing, marketing and operating an approximately 4,000 square foot educational facility and attendant parking with a community social area to accommodate after-school programming, social events for the community, and a Black History Library (the "Project"). A copy of the Conceptual Site Plan for the Project is attached hereto as Exhibit 2;

WHEREAS, on November 15, 2011, the CRA Board approved advertising the Property for disposition in accordance with state law and directed staff to negotiate this Property Disposition and Development Agreement (the "Agreement");

WHEREAS, on December 16, 2011, the CRA issued a *Request for Proposals and Notice of Intent to Dispose of Property* (the "Advertisement" attached hereto and made a part hereof as Exhibit 3) which provided the public notice of its interest in leasing the Property to Developer and also solicited additional redevelopment proposals for the Property to ensure its highest best end use;

WHEREAS, Developer's Proposal is the only written proposal the CRA has received on the Property to date;

WHEREAS, the CRA and Developer desire to enter into this Agreement setting forth the parties' mutual understandings and obligations regarding the Property which includes the CRA leasing the Property to Developer for a 50-year term at a nominal annual rent, providing financial assistance for construction, and providing Developer an option to purchase the Property, in return for Developer designing, developing and managing the Project to ensure the Project shall be for public use and inure to the community's benefit within the basic intent of this Agreement and the CRA Redevelopment Plan;

WHEREAS, the CRA has decided that leasing with an option to purchase the Property to Developer for the Project contemplated herein is in the public's best interest; and

WHEREAS, both parties agree that should the CRA cease to exist, the City of Pompano Beach, a Florida municipal corporation, shall be its successor in interest and assume all rights, obligations and duties hereunder.

WHEREAS, NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises set forth herein, the CRA and Developer agree as follows.

ARTICLE 1 **DEFINITIONS**

As used in this Agreement the following terms shall have the following meanings. Other terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement. Words used herein in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.

1. **The Act**: Chapter 163, Part III, Florida Statutes
2. **Authorized Representative**: The person(s) designated and appointed from time to time by either the CRA or Developer to represent that entity in administrative matters as opposed to policy matters.
3. **Buildings and Improvements**: All structures and other improvements to be constructed on the Property or otherwise for a part of the Project.
4. **Certificate of Occupancy**: Wherever either of these terms are used herein, they shall refer to a temporary or final Certificate of Occupancy issued by the City pursuant to the Florida Building Code.
5. **City**: The City of Pompano Beach, a municipal corporation of the State of Florida
6. **City Commission**: The elected governing body of the City.

7. **Completion Date:** The date when the CRA issues a Notice of Completion for the Project.

8. **Conceptual Site Plan:** The Conceptual Site Plan submitted by the Developer in its unsolicited proposal attached hereto as Exhibit 2.

9. **Contractor:** One or more individuals or firms constituting a general contractor properly licensed by the City or other appropriate jurisdiction to the extent required by applicable law to perform contracting services to construct the Improvements, bonded to the extent required by applicable law and contract specifications.

10. **Contract Administrator:** For the CRA, its Executive Director or his/her designee as provided for in writing by the Executive Director of the CRA. For Developer, Harry Harrell, its President or his successor.

11. **CRA:** The Pompano Beach Community Redevelopment Agency, a public body corporate and politic created under the provisions of Chapter 163, Florida Statutes, with power and authority to contract and borrow and who also owns the Property.

12. **CRA Board:** The CRA Board of Directors.

13. **Default:** An event under which any party to this Agreement has failed to materially perform under the obligations of this Agreement, after having been given notice of such event and an opportunity to cure. The opportunity to cure any event of default, unless otherwise prescribed in this Agreement, shall be 30 days after delivery of notice to the party (ies) alleged to be in default.

14. **Developer:** ETA NU Education Foundation, Inc., a Florida not-for-profit corporation.

15. **Development Approvals:** Any or all of the following approvals (collectively, the "Development Approvals"):

- a. Site Plan
- b. Building Permits
- c. Drainage Permits
- d. All Site Development Permits
- e. Other governmental agencies having jurisdiction

16. **Development Drawings:** Preliminary development plans that include, but are not limited to, a graphic depiction of the buildings, including floor plans and elevations and which shall include sufficient architectural detail so as to allow a common theme and harmony to prevail for the Project.

17. **Development Financing:** Any financing provided for all or any portion of the Project.
18. **Effective Date:** The date on which this Agreement is executed by both parties.
19. **Evidence of Developer Equity:** Evidence of Developer's cash on hand attached hereto and made a part hereof as Exhibit 4.
20. **Firm Commitments:** Letters of firm commitment from Eta Nu Education Foundation, Inc. or one or more other lenders or equity sources evidencing Developer's capacity to timely perform its obligations under this Agreement in accordance with this Agreement and the Project Schedule attached hereto and made a part hereof as Exhibit 5. If the Firm Commitments are received from more than one source, they shall cumulatively provide an adequate amount of total financing and/or equity to comply with the foregoing.
21. **Governmental Authorities:** The City, CRA, and any other federal, state, county, municipal or other government department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.
22. **Improvements:** Improvements on the Property to be constructed with and in support of the Project in accordance with this Agreement, including but not limited to, paving, lighting, irrigation, landscaping, water, roads, sewer and storm drainage systems, off-site sewers and sewer connections, sewer upgrade or lift stations, if required, and all other improvements appurtenant to such residential units.
23. **Notice of Completion:** After Developer's receipt of the Certificate of Occupancy for the Project, the Notice of Completion shall be the CRA's written notice to Developer memorializing the CRA's satisfaction with Developer's completion of the Building and Improvements.
24. **Permitted Delays:** All delays or extensions approved by the CRA and all delays attributable to an event of Force Majeure as provided for in Article 39, hereto.
25. **Permitted Plans:** The collective development plans approved by the City and CRA for the Project, including but not limited to the Site Plan; Landscape Plan; engineering/infrastructure paving, grading and drainage plans; architectural, mechanical and structural drawings and specifications prepared by the Developer and/or its agents, approved by the CRA or the CRA's designee, and approved by the City, and through which all relevant permits are issued by the City.
26. **Project:** The construction of an approximately 4,000 square foot educational facility and attendant parking with a community social area to accommodate after-school programming, social events for the community, and a Black History Library.
27. **Project Budget:** The budget prepared by the Developer that shows the anticipated line items and estimated costs for all the items that Developer expects to incur in

connection with development of the Project and construction of the Improvements attached hereto and made a part hereof as Exhibit 6.

28. **Project Schedule:** The schedules and time frames for submittal of applications for approvals and commencement and completion of the Building and Improvements as required pursuant to this Agreement and memorialized attached hereto and made a part hereof as Exhibit 5.

29. **Property:** The real properties described in Exhibit 1 to be utilized for construction of the Project in accordance with this Agreement.

30. **Site Plan Approval:** The final, unconditional granting of the final Site Plan approval from the Governmental Authorities, including all applicable appeal periods.

31. **Vertical Improvements:** Above grade buildings and structures for which a building permit is required.

32. **Work:** The construction and services required under this Agreement, whether completed or partially completed, including all other labor, materials, equipment, goods, products and services provided or to be provided by Developer to fulfill Developer's obligations hereunder. The Work shall include the complete construction of the Project, including the on-site parking.

ARTICLE 2 **REPRESENTATIONS**

1. **Representations of the CRA.** The CRA makes the following representations to Developer which CRA acknowledges that Developer has relied upon in entering into this Agreement.

a. This Agreement is a valid, binding and permissible activity within the power and authority of the CRA and does not violate any City Code, City Charter provision, rule, resolution, ordinance, policy, CRA Redevelopment Plan, or agreement of the City or the CRA, or constitute a default of any agreement or contract to which the City or the CRA is a party.

b. Subject to other provisions of this Agreement, the CRA is conveying the Property in a physically "as is" condition and makes no representations as to its suitability for the uses or purposes provided by this Agreement.

c. The individuals executing the Agreement on behalf of the CRA are duly authorized to take such action, which action shall be, and is, binding upon the CRA.

2. **Representations of Developer.** Developer makes the following representations to the CRA which CRA relies upon in entering into this Agreement.

a. The Developer is a Florida Corporation, duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

b. The execution, delivery, consummation, and performance under this Agreement will not violate or cause the Developer to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which Developer is a party or constitute a default thereunder or cause acceleration of any obligation of Developer thereunder.

c. By execution of this Agreement, the Developer certifies to the CRA that the officer executing this Agreement has been duly authorized by proper resolution(s) of Developer's respective Board of Directors to enter into, execute and deliver this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings hereunder and such action shall be, and is, binding on Developer.

d. There are no actions, suits or proceedings pending or threatened against or affecting the Developer or its principals, which Developer is aware of in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency or other governmental body which would have any material effect on Developer's ability to perform its obligations under this Agreement.

e. The Developer represents that, subject to obtaining Firm Commitments as provided for in this Agreement, it has the ability, skill and resources to complete its responsibilities as required by this Agreement. As partial evidence of its ability to perform, the Developer warrants that it has a minimum of \$250,000.00 in its cash reserves for the Project as evidenced by Exhibit 4 attached hereto and made a part hereof.

ARTICLE 3 **APPLICABILITY OF PROPOSAL**

Developer's Proposal and all the attached Exhibits to this Agreement form an integral part of this Agreement and are specifically incorporated as such. In the event there is a conflict between the Proposal and this Agreement, the express terms and conditions of this Agreement shall prevail and supersede those inconsistent terms in the Proposal.

ARTICLE 4 **GENERAL DESCRIPTION OF LEASE AND DEVELOPMENT PROJECT**

1. Statement of Intent.

a. Developer acknowledges this Agreement has been entered into to consummate and induce public and private-sector redevelopment activities in the CRA's Northwest Community Redevelopment Area and that Developer's construction of the Buildings

and Improvements on the Property constitutes an integral element in fulfillment of the CRA's Redevelopment Plan objectives and its inducement to enter into this Agreement.

b. Developer also recognizes that the CRA, in entering into this Agreement, is accepting and relying on the Developer for the faithful performance of all undertakings and covenants contained in this Agreement in view of the following considerations:

i. The importance of development of the Property to the general welfare of the community and its relationship to the future development of abutting areas; and

ii. The substantial financing and other public aids that have been made available by law and through the assistance of federal, state and local governments for the purpose of making this development possible.

c. Developer further acknowledges that its failure to faithfully perform any of the provisions of this Agreement constitutes default on its part and Developer fully agrees to the CRA's remedies for default as set forth in Article 17.

2. The Project.

a. The CRA agrees to lease with an option to purchase the Property to Developer for the purpose of Developer designing, developing and operating an approximately 4,000 square foot educational facility and attendant parking with a community social area to accommodate after-school programming, social events for the community, and a Black History Library in accordance with this Agreement and the Lease Agreement (hereinafter the "Lease" attached hereto and made a part hereof as Exhibit 7), the total construction costs of which is approximately \$700,000.

b. The Developer agrees that the construction of the Buildings and Improvements provided for herein shall be completed according to the schedule identified on Exhibit 5 of this Agreement, but that in no event shall the completion of said construction **extend beyond four years**, even taking into account Permitted Delays. The failure of Developer to complete construction within four years shall cancel this Agreement.

c. The Developer further agrees that the Project will be operational within 30 days of the issuance of the Notice of Completion as provided for in Article 13, hereof.

3. The Lease.

a. The Lease shall be for a term of 50 years which shall begin upon the Effective Date of the Lease. The Effective Date of the Lease shall be the date on which the CRA's Contract Administrator issues the *Notice of Approval of Submittals* as provided for herein in Article 12 and upon the execution of the Lease by both parties. The parties hereby agree to execute the Lease upon issuance of said *Notice of Approval of Submittals*.

b. Beginning on the Effective Date, Developer shall pay the CRA an annual rent of \$10.00 for the first 10 years of the Lease and commencing on the first day of the 11th year of the Lease, Developer shall pay CRA an annual rent of \$4,500 payable in 12 monthly installments of \$375.00 on the first day of each month.

c. Developer shall be responsible for developing and maintaining the Property and the Buildings and Improvements placed thereon for the term of the Lease pursuant to the restrictions set forth herein and in the Lease.

d. Developer shall have the option to purchase the property during the term of the Lease and subject to the restrictive covenants provided for in said Lease, for \$150,000 for the first ten year term of the lease and thereafter for the greater of either \$150,000 or the market value of the land (and not the improvements thereon) as determined by the Broward County Property Appraiser at the time of the sale and as reflected on the most recent annual tax bill for the Property at the time.

4. **Project Funding.** The CRA agrees that, upon the expenditure of \$250,000 on the Project by the Developer, the CRA shall provide the Developer with a deferred interest free loan of \$250,000. Developer expressly agrees that all funding provided by the CRA shall be used only for actual construction costs and not for administrative or preconstruction costs. The parties expressly acknowledge that no funding shall be provided by the CRA until the Developer has expended \$250,000 of its own money on the Project and that the CRA funding shall not be provided until the Developer has provided documentation satisfactory to the CRA's Contract Administrator certifying that the Developer has expended \$250,000 on the Project. Any and all additional funding shall be provided for or otherwise obtained by the Developer. The parties expressly agree that the monetary contribution by the CRA for the Project shall be strictly limited to \$250,000.

ARTICLE 5 **TERM**

The term of this Agreement shall commence the date this Agreement is executed by both parties and end 50 years thereafter. During this period, Developer shall be bound by, and must comply with, the terms and conditions imposed upon the Property by this Agreement and the Lease.

ARTICLE 6 **USE RESTRICTIONS**

1. **Permitted Use.** Developer shall operate the Project throughout the Term of the Lease as an educational facility with a community social area to accommodate after-school programming, social events for the community, and a Black History Library in accordance with this Agreement and the Lease Agreement. The Property may be used to host meetings for local, state and district members of its organization; conduct tutorial and educational training sessions for both youth and adults; provide space for other non-profit organizations on a rental basis; conduct youth programs such as an annual talent hunt, achievement mentorship programs, school

suspension and monitoring programs; and to provide community support for seasonal activities such as back-to-school programs, Thanksgiving basket distribution and Christmas and Kwanzaa celebrations.

2. **General Use Restrictions.** The Project shall not be used by Developer, nor shall Developer permit the use thereof for any unlawful or illegal business, use or purpose, or for any business, use or purpose which is immoral or disreputable (including without limitation, “adult entertainment establishments” and “adult” bookstores) or extra-hazardous, or in such manner as to constitute a nuisance of any kind (public or private), for any purpose or in any way in violation of the Certificate of Occupancy (or other similar approvals of any Governmental Authority) or any governmental requirements.

3. **Additional Use Restrictions.** The Parties agrees that use of the Property shall be further restricted as follows:

a. **No Feeding of Homeless Persons or Use of the Facility for Religious Purposes.** There shall be no feeding of homeless persons at any time or use of the facility as a church or for religious services. The only exceptions are that matrimonial receptions shall be permitted and another non-profit organization may rent the facility from time to time for social use but not for religious purposes.

b. **No Gambling, Illegal or Immoral Activities.** Developer shall operate the Project exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. Developer shall not allow, suffer or permit the Buildings and Improvements on the Property to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

c. **Trash Storage.** No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers, placed in the trash enclosures, and screened from public view.

d. **Recreational Vehicles.** No travel trailer, mobile home, recreational vehicle, boat, tent, storage building, garage, barn or out building erected on the Property shall at any time be used as a residence, temporarily or permanently.

4. **Modification to Use.** No change in use, whether principal or accessory, shall be instituted unless and until such use has been presented to and formally approved by the CRA.

ARTICLE 7 **ADDITIONAL REPRESENTATIONS**

1. Information and Access to Property for Testing and Inspections.

a. CRA shall permit Developer’s representatives to have access at all reasonable times to any part of the Property for the purpose of obtaining data needed to carry out this Agreement. Said data and testing may include, but is not limited to, location and

preconstruction surveys; soil borings; tests of on-site infrastructure; and other examinations whereupon full possession of the Property shall be given to Developer. Developer hereby agrees to indemnify and hold CRA harmless as to any and all claims arising from Developer's access to the Property under this Article.

b. The CRA shall provide Developer copies of available information regarding the Property, including site surveys, utility location drawings, soil borings, environmental reports and other similar documentation concerning the Property in its possession. The CRA shall not be obligated to obtain, create or draft such documents if such are not within its possession or control.

2. **Compliance with the Agreement.** The Property being leased by this Agreement and the Buildings and Improvements constructed, operated and maintained thereon, shall be developed and utilized in accordance with this Agreement. It is further stipulated and agreed this Agreement sets forth additional provisions governing and restricting the Property to ensure the Project shall continue to inure to the benefit of the community within the basic intent of this Agreement and the CRA Redevelopment Plan for a period of 50 years.

3. **Bid Bond and Performance Bond from General Contractor.** Developer agrees to provide CRA's Contract Administrator the fully executed Bid and Performance Bonds attached hereto and made a part hereof as Exhibits 8 and 9 in accordance with the Project Schedule attached as Exhibit 5. Said Bid and Performance Bonds shall name both the CRA and Developer as Owners and be submitted simultaneously with Contractor's Bid and Developer's request for CRA approval of the Contractor.

4. **Property Maintenance and Repair of the Buildings and Improvements.**

a. Developer, at Developer's sole cost and expense, shall promptly comply with all applicable laws and ordinances in connection with repair and maintenance of the Project.

b. The Property and all Buildings and Improvements thereon shall be maintained in a clean, sanitary and safe condition by Developer. The Property shall be appropriately landscaped and maintained with a mechanical sprinkling system in accordance with City Code. No portion of the Property shall be allowed to become or remain overgrown or unsightly.

c. All repairs made by Developer shall be at least similar or equal in quality and class to the original work. Under the terms of this Agreement, Developer shall keep and maintain all portions of the Project under Developer's control in a clean and orderly condition, free of dirt, rubbish, and unlawful obstructions. Repairs by Developer shall begin immediately upon awareness by Developer or notice by the City or CRA.

d. The CRA may, at its option, and after 30 days written notice to Developer, perform any maintenance or repairs required of Developer hereunder which have not been timely performed by Developer following 30 days notice and the cost and expense for such maintenance or repairs shall be billed to Developer in accordance with all applicable local laws and ordinances and paid by Developer within 30 days thereafter.

5. **Necessity of Complying with Local Law Relative to Permits.** Developer agrees that the failure of this Agreement to address a particular permit, condition, fee, term or restriction, shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, fees, terms or restrictions.

ARTICLE 8 **INSURANCE**

1. **Generally.** Throughout the term of this Agreement, Developer and all contractors and subcontractors shall maintain in full force and effect, at their sole cost, the insurance coverage set forth below in a form, content, and amount acceptable to the City's Risk Manager.

2. **Fire and Extended Coverage.**

a. (Builder's Risk Policy) The CRA shall require the Builder/General Contractor, at their own expense, to provide full theft, windstorm, fire and extended coverage on improvements constructed, and personal property located on the Premises, for the benefit of the CRA, Project Lenders, and Developer, as each party's interests may appear, in an amount not less than 100% of the replacement value of the Building and Improvements. Such insurance shall provide that the CRA's interests are included as a loss payee and contain a waiver of subrogation rights by the Builder/General Contractor's carrier against the CRA.

b. The CRA shall require the Developer obtain an All Risk Policy with Fire and Extended Coverage to insure all Buildings and Improvements during all periods of construction and throughout the term of this Agreement and the Lease. Said Policy shall insure against loss or damage by fire, flood, vandalism, burglary, theft, mysterious disappearance, malicious mischief, riot, earthquake, and other hazards as may be specified by the CRA from time to time in amounts and with insurers acceptable to the CRA qualified in the State of Florida to the extent applicable. The Policy is to certify that the CRA's interests are included as a loss payee in the event of any loss payable under the Policy. If such insurance is cancelled or materially changed for any reasons whatsoever, such insurer will promptly notify the CRA and such cancellation or change shall not be effective as to the CRA for 30 calendar days after CRA's receipt of such notice.

3. **Worker's Compensation.** The Developer, Builder/General Contractor and all subcontractors shall provide, carry, maintain and pay for all necessary Worker's Compensation insurance for the benefit of their employees according to the statutory limits.

4. **Employer's Liability.** The Developer, Builder/General Contractor and all subcontractors shall provide, carry, maintain and pay for Employer's Liability Insurance for the benefit of their employees in the amount of \$100,000.

5. **General Liability Insurance.** The Developer, Builder/General Contractor and all subcontractors shall, at their own expense, provide, pay for, and continuously maintain, comprehensive and all inclusive public liability and property damage insurance for the benefit of

the CRA, with a policy limit of not less than \$1,000,000 combined single limits, which coverage shall include property damage and personal injuries, including death, and shall include the CRA as an additional named insured.

6. **Business Auto Insurance.** The Developer, Builder/General Contractor and all subcontractors shall provide, carry, pay for and continuously maintain business automobile coverage for owned, non-owned and hired vehicles for the benefit of the CRA with a policy limit of not less than \$1,000,000 and shall include the CRA as an additional insured.

7. **Policies.** Whenever, under the provisions of this Agreement, insurance is required of the Developer, the Developer shall promptly provide to the CRA the following:

- a. Certificates of Insurance evidencing the required coverage;
- b. Names and addresses of companies providing coverage;
- c. Effective and expiration dates of policies; and
- d. A provision in all policies affording CRA 30 days written notice by a carrier of any cancellation or material change in any policy.

8. The Developer shall deliver to the CRA copies of each such policy from the execution thereof and copies of each renewal policy not less than 30 calendar days prior to the expiration of the original policy or preceding renewal policy (as the case may be); and be able to deliver to the CRA receipts or other evidence that the premiums thereon have been paid if deemed necessary by the CRA.

9. **Collection of Insurance.**

a. In the event of destruction of or damage to any of the premises and contents covered by insurance, the funds payable in pursuance of said insurance policies for repair and/or reconstruction shall be deposited as a trust in a commercial national bank selected by the CRA which is located in Pompano Beach, Florida. Said funds shall be used for the purposes of reconstruction or repair according to the following priority: first, for all or any portion of the Building and Improvements; second, Developer's personal property, so damaged or destroyed; and third, any loss of business suffered by Developer.

b. Such reconstruction and repair work shall be done by Developer, the Builder/General Contractor and all subcontractors in strict conformity with all ordinances, laws and regulations of the City and all governmental agencies having jurisdiction. In the event the cost of reconstruction or repair exceeds the amount of funds available from the insurance proceeds, then such funds shall be used as far as same will permit to pay the cost of said reconstruction or repair and Developer shall be responsible for the remaining funds. In the event the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to Developer.

10. **Insurance Cancellation.** Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide 30 days written notice to the CRA as certificate holder.

ARTICLE 9
CONTRACT ADMINISTRATOR

1. For the purposes of the day-to-day conduct during planning, development, construction and operation of the Project, the Developer's Contract Administrator is Harry Harrell, President of The Eta Nu Education Foundation, Inc. or his successor.

2. For the purposes of the day-to-day conduct during planning, development, construction and operation of the Project, the CRA's Contract Administrator is its Executive Director or his/her designee as provided for in writing by the CRA's Executive Director.

ARTICLE 10
CRA PARTICIPATION AND PAYMENTS TO DEVELOPER

1. **CRA Funding.**

a. The CRA has committed to provide a deferred loan for the Project of up to \$250,000 to be used for hard construction costs only and not for any predevelopment or soft administrative costs.

b. The sequence for monies spent to design, develop and construct the Project shall be as follows:

i. Developer's funds in the amount of at least \$250,000.00 are to be expended toward the Project first;

ii. The CRA's deferred loan in the amount of \$250,000 shall be expended thereafter pursuant to the procedures set forth below;

iii. At any time Developer may expend its own funds or funds obtained from an outside lending source to cover any and all costs in addition to the above-referenced \$500,000.

c. The CRA's monetary participation in the Project shall be a deferred non-interest bearing loan for a period of 15 years at which point it may be forgiven; however, the CRA shall reserve the right and sole discretion to forgive the loan at any time. The aforesaid CRA loan shall be evidenced by a Promissory Note and loan documents in accordance with the customary form utilized in Broward County, Florida for the same. No funds shall be released by the CRA until the Note has been signed. Loan forgiveness shall only occur if the CRA, in its sole discretion, deems forgiveness of the loan is appropriate and the Developer is in compliance with all of the terms of this Agreement.

d. In the event Developer fails to complete the Project after construction has commenced, Developer shall reimburse the CRA for any funds CRA has contributed to construct the Buildings and Improvements.

2. **Disbursement of Funds.**

a. All loan payments, if required, shall be made on a reimbursement basis. The CRA shall reserve the right and have sole discretion to modify or amend method of payment and it is understood and agreed by the parties that the progress payments may have to be altered or modified to satisfy the CRA's requirements. CRA's obligation to make disbursements for construction costs under this Agreement is subject to Developer having satisfied all conditions to disbursements as set forth in this Article as well as being in compliance with the terms and provisions of this Agreement.

b. Approval and determination of eligible construction activities and any additional expenses shall be in writing by the CRA's Contract Administrator prior to expenditure by Developer.

c. Developer shall submit all payment requests on AIA Forms G702, G703 and G709 signed by the Developer to the CRA's Contract Administrator for the Work performed. Each payment request shall be supported by a summary of all services rendered and/or purchases made which shall include the date and contact information for the attendant service provider or supplier. Developer shall also furnish the CRA's Contract Administrator a description of all assessments and improvements at the site which have been completed or are currently under construction and a letter confirming the Work for which a payment request has been submitted is complete or the materials purchased have been received on site and are to be incorporated in the Project within 30 days unless otherwise mutually agreed to by the parties.

d. Within 15 days after receipt of each partial payment request, the Contract Administrator will either indicate approval of the payment in writing or return the partial payment request to the Developer indicating in writing the reason(s) for refusing to approve payment. In the latter case, the Developer may make the necessary corrections and resubmit the partial payment request within 15 days for an approved partial payment. Upon approval of Developer's request for payment and written approval of the invoices, the CRA's Contract Administrator shall execute payment of the CRA deferred loan funds and make every reasonable effort to make payment within 30 business days of submittal.

e. **Conditions to Disbursements.**

i. The Developer shall provide the CRA with satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived via issuance of a Lien Waiver or Release of Lien within three days of receipt of CRA funds. If the Developer fails to provide such written Waiver or Release, the CRA may, after having provided written notice to Developer, either pay unpaid bills or withhold from the Developer's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Developer shall be resumed in accordance with the terms of this

Agreement; however, in no event shall the provisions of this sentence be construed to impose any obligations upon the CRA by either the Developer, Developer's surety, or any third party.

ii. In paying any unpaid bills of Developer attendant to the Project, any payment so made by the CRA shall be considered as a payment made to Developer under this Agreement and the CRA shall not be liable to Developer for any such payments made in good faith.

iii. Notwithstanding any provision of this Agreement to the contrary, the CRA may withhold payment that is due Developer, in whole or in part, to protect itself from loss on account of inadequate or defective work which has not been remedied; from loss due to fraud or reasonable evidence indicating fraud by Developer; and/or Developer's failure to comply with this Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Contract Administrator, payment may be made. The CRA shall not be subject to the payment of interest on any amount withheld by the CRA in accordance with these provisions.

ARTICLE 11
DEVELOPER'S OBLIGATION TO CONSTRUCT BUILDINGS
AND IMPROVEMENTS

1. Developer Responsibilities.

a. Developer agrees to construct the Buildings and Improvements on the Leased Property as set forth herein in a good and workmanlike manner. Developer specifically covenants and agrees that Developer will cause the Buildings and Improvements to be constructed on the Property within the time frames set forth in Exhibit 5.

b. Developer shall be responsible for preparing all plans and specifications for constructing the Project.

c. Notwithstanding any other provision or term of this Agreement or any Exhibit hereto, the Site Plan, the Approved Construction Plans, and any and all other work by the Developer with regard to the Project shall conform to the City of Pompano Beach's City Code, the Florida Building Code and all other applicable governmental regulations and requirements.

2. Construction Plans.

a. **Construction Plans Defined.** The Construction Plans shall mean the final drawings and specifications prepared in accordance with all applicable governmental regulations and requirements including, without limitation, the following:

- i. definitive architectural drawings;
- ii. definitive foundation and structural drawings;

iii. definitive electrical and mechanical drawings including without limitation, plans for all lighting facilities affecting the exterior appearance of the Buildings and Improvements; and

iv. final specifications.

b. Description of Buildings and Improvements to Property.

i. The Buildings and Improvements shall be constructed in general conformity with the Conceptual Site Plan attached hereto as Exhibit 2 and shall be constructed by Developer in a unified architectural design as shown on said Conceptual Site Plan.

ii. The Project scope also includes construction of parking and landscaping as depicted in the Conceptual Site Plan (Exhibit 2) together with driveways and storm water drainage, potable water and sewer utility systems. Developer, in conjunction with the Project Engineer, shall also prepare a Site Plan which delineates the proposed paving, sidewalk, building pads, walls, signage, landscape, water, sewer, drainage engineering plans and other pertinent features required for all Site Development Permits.

c. **Construction Plan Compliance.** The Construction Plans for the Building and Improvements shall be designed and prepared in compliance with all relevant federal, state and local laws, rules, regulations, ordinances and Building Code provisions and the Construction Plans and actual construction of the Buildings and Improvements shall comply fully with the provisions set forth herein.

d. **Licensed Architect and Engineer.** The Construction Plans for the Buildings and Improvements shall be prepared by an Architect and Engineer, both of whom are duly licensed as same under the laws of the State of Florida, and who actually practice in that professional capacity in the State of Florida.

e. **Licensed General Contractor.** The Buildings and Improvements shall be built by a General Contractor duly licensed as such under the laws of the State of Florida. The General Contractor shall communicate with the CRA Business Resource Center and utilize its Job Placement Program that provides opportunities for Pompano Beach subcontractors to bid on local projects.

3. Modifications to Site Plan.

a. By authorizing execution of this Agreement, the CRA Board has approved the Conceptual Site Plan attached hereto as Exhibit 2. A final Site Plan for the Building and Improvements must be prepared and submitted to the CRA's Contract Administrator for his/her written approval prior to submittal of the Building Permit Application as provided for in Article 12, below.

b. Modifications to the Conceptual Site Plan attached to this Agreement as Exhibit 2 may be approved by the CRA's Contract Administrator without further review or formal approval by the CRA Board in the following circumstances:

i. Alterations to proposed or existing buildings or structures which do not result cumulatively in more than 10% modification to the floor area per building or structure as found in the initially approved Site Plan;

ii. Alterations to the interior of any proposed building which do not alter the external appearance of such building;

iii. Minor cosmetic alterations of the external façade of proposed buildings, including new or renovated signage;

iv. Minor alterations or adjustments in the location of proposed structures or site improvements on the Property.

v. Parking and driveway radius may be adjusted to improve open space;

vi. Building locations may be adjusted or rotated to improve open space;

vii. Sidewalks may be modified to connect to revised building entrances and increase impervious area except that perimeter sidewalks must be maintained. As to the perimeter sidewalks or walkways, Developer may substitute suitable materials such as paverblock, asphaltic material, etc., subject to administrative review and approval;

viii. Total caliper inches of replacement trees and the required trees and species mix as shown on the Planning & Zoning approved Site Plan may be increased. Tree species may be modified to meet availability at the time of planting and shall be subject to administrative review and approval;

ix. Interior floor plan design alterations may meet or exceed the square footages stated in the Developer's proposal presented to the CRA; and

x. Minor adjustment or additions to site features.

c. Any modification to the Site Plan that does not fit into the criteria identified in section "b" hereto shall require approval by the CRA Board and amendment of this Agreement.

d. No modification or adjustment may be made under this Article which results in a modification of the express terms of this Agreement.

ARTICLE 12
CONDITIONS PRECEDENT TO COMMENCEMENT OF CONSTRUCTION

1. Approval of Construction Plans.

a. Developer shall submit the Construction Plans to the CRA's Contract Administrator for approval prior to submitting a Building Permit application to the City. Within 30 calendar days of receipt of the Construction Plans, the CRA's Contract Administrator shall review said Construction Plans for compliance with this Agreement and either approve ("*Notice of Plan Approval for Contract Compliance*") or disapprove ("*Notice of Plan Disapproval for Contract Compliance*") the Construction Plans as being in conformity with this Agreement.

b. If the Contract Administrator rejects the Construction Plans for not being in conformity with this Agreement, the *Notice of Plan Disapproval for Contract Compliance* shall set forth in detail the reasons for said rejection. Developer shall submit corrected Construction Plans to the CRA's Contract Administrator which are in accordance with this Agreement within 45 calendar days of receiving CRA's *Notice of Plan Disapproval for Contract Compliance*.

c. If the CRA's Contract Administrator issues a *Notice of Plan Approval for Contract Compliance*, Developer shall file a Building Permit Application with the City in accordance with the City's procedures for such application and shall include therewith a copy of the *Notice of Plan Approval for Contract Compliance*. A copy of the Building Permit application and all attachments thereto shall be provided contemporaneously to the CRA's Contract Administrator. Any additional submittals by the Developer or anyone on Developer's behalf to the City related to the Project shall also be copied to the CRA's Contract Administrator.

d. Developer shall provide the CRA's Contract Administrator written notice that the City has issued the Building Permit within five business days of the issuance of said Permit. If Developer is otherwise in compliance with this Agreement's terms, the CRA's Contract Administrator shall provide Developer with written *Notice To Proceed* within five (5) business days of receipt of the aforesaid written notice that the Building Permit has been issued. In no event shall any construction commence on the Project until such time as the Building Permit has been issued by the City and the *Notice to Proceed* has been issued by the CRA's Contract Administrator.

e. **Changes in Construction Plans.** Developer may make changes in the originally Approved Construction Plans within the limitations imposed by Article 11 herein and such changes may be approved administratively by the CRA's Contract Administrator without seeking CRA Board approval.

2. **Construction Notice And Commencement Submittals.** Within 30 days from the issuance date of the *Notice to Proceed*, Developer shall deliver a *Construction Notice* to the CRA's Contract Administrator. Failure of Developer to provide a written copy of the Notice of Commencement to the CRA on or before the Commencement of Construction Date provided in the Project Schedule shall be a default. The Construction Notice shall include the following:

a. **Notice.** Notice that the Developer will commence construction within 90 calendar days;

b. **Estimate of Costs.** A certified estimate of all construction costs for the Building and Improvements, including an estimate of all professional fees to be incurred in

connection with construction. For the purposes of this paragraph, a certified estimate is a written estimate provided by a Licensed General Contractor whose signature on same attests to its authenticity;

c. **Construction Schedule:** A detailed construction schedule outlining all construction activity for completion of the Buildings and Improvements on the Property;

d. **Construction Contract.** A copy of Developer's contract with a General Contractor or Developer who has agreed to construct the Buildings and Improvements on the Property in accordance with the Construction Plans and to pay for all labor and materials associated with said construction. The contract shall require complete compliance with the terms and conditions set forth in this Agreement in addition to the following:

i. The General Contractor or Developer shall provide and maintain construction and builders' risk insurance until the Work is accepted by the CRA and a Certificate of Occupancy is issued by the Building Official. Said coverage shall be written at 100% of completed value with a deductible as provided in the policy and approved by the CRA. The policy shall name the CRA as additional insured and shall require the insurer to notify the CRA upon any material change in or upon cancellation of the policy. All premiums, including the cost of deductibles if any, shall be at the expense of the General Contractor or Developer.

ii. The General Contractor and Developer shall agree to protect, defend, indemnify and hold harmless the CRA and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges or other expenses or liabilities of every kind in connection with or arising directly or indirectly out of the Work agreed to or performed even though the CRA is held to be actively or passively negligent, but excluding any such occurrence arising out of or resulting from the intentional torts of the CRA.

iii. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder. The General Contractor or Developer shall further agree to investigate, handle, respond to, provide defense for and defend any such claims at their sole expense and agree to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent.

iv. The General Contractor and Developer shall require all of its subcontractors to provide the aforementioned indemnification in all contracts and subcontracts entered into and arising out of Work performed by the Developer in connection with the Project, as well as insurance coverage in accordance with this Agreement.

v. In accordance with the schedule of reporting requirements set forth in Article 16 herein, the General Contractor or Developer shall provide complete reports on minority, female and lower income participation in all aspects of construction, operation and maintenance of the Project on the form attached hereto and made a part hereof as Exhibit 12;

e. **Insurance Certificates.** Proof of all insurance required by this Agreement including, but not limited to, the following:

- i. A public liability insurance policy;
- ii. All Workers' Compensation insurance required herein and by the State of Florida;
- iii. An All Risk Policy with Fire and Extended Coverage to insure all Buildings and Improvements during all periods of construction and throughout the 50 year term of this Agreement; and

f. **Evidence of Firm Commitment(s):**

i. Proof in the form of Letters of Firm Commitment that Developer has secured the additional sources of funding required in order to complete construction of the Project based upon the estimated cost. Such Firm Commitments shall be in a form and content typical of industry standards and in a form reasonably acceptable to the CRA and shall be subject to all of the terms and conditions of this Agreement.

ii. The Firm Commitments shall provide that any lenders extending financing to Developer pursuant to such commitments shall contemporaneously send the CRA written notice of any defaults by Developer under the commitments or other loan documents entered into in connection therewith and that the CRA shall be extended the same opportunity to cure said defaults as is extended to the Developer under such loan documents prior to the exercise of any of lender's remedies against Developer. If the Firm Commitments are received from more than one source, they shall cumulatively provide an adequate amount of total financing and/or equity to comply with the foregoing.

iii. Within 15 days of receipt of the Firm Commitments from Developer, the CRA shall respond in writing as to the acceptability of such commitments, with approval of such commitments not to be unreasonably withheld, conditioned or delayed. If found unacceptable by the CRA, the CRA shall specify the matters which are unacceptable and provide Developer with a 30 day period to resubmit acceptable Firm Commitments. If the CRA fails to respond as specified above, the commitments shall be deemed acceptable.

iv. In the event that Developer is unable to satisfactorily provide Firm Commitments as set forth above and in the time frame so specified and Developer fails to obtain such Firm Commitments within 30 days after written notice from the CRA, if Developer still fails to provide such Firm Commitments this Agreement as well as the Lease shall automatically and without further notice be null and void and forthwith of no further force and effect, in which event the parties shall thenceforth be released of all further obligations and liabilities one to the other, except those which expressly survive termination hereof.

3. **Commencement of Construction.**

a. Upon receipt of a *Notice of Approval of Submittals* from the CRA approving the submittals provided pursuant to Paragraph 2 above, the Developer shall deliver a *Notice of Commencement* to the CRA and may commence construction of the Project pursuant to the Schedule attached as Exhibit 5. Failure of Developer to provide a written copy of the Notice of Commencement to the CRA on or before the Commencement of Construction Date provided for in the Project Schedule shall be a default.

b. **Failure To Satisfy Conditions Precedent.** Should the Developer fail to deliver and perform all of the Construction Conditions Precedent to commencement or fail to commence construction after being required to do so hereunder, and should the CRA have given the requisite notices, the Developer shall be in material default hereunder.

ARTICLE 13
CONSTRUCTION

1. **Continuous Construction; Permitted Delays.**

a. Once construction has commenced, it shall be carried through diligently until completion of all Buildings and Improvements as evidenced by the Notice of Completion, except only for Permitted Delays as defined in Article 1. Unless caused by Permitted Delays, construction shall not be considered to be carried through diligently if construction ceases for a period of 30 days or more.

b. Permitted Delays in completing construction of the Buildings and Improvements shall not constitute a material Default by the Developer provided that Developer resumes and continues construction within five business days following the time when such Permitted Delay is no longer present. Within five business days after the beginning of such Permitted Delay, the party seeking benefit of the provisions of this Article shall have first provided the other party written notice of the delay and the reason therefore and requested a written extension for the period of the Permitted Delay.

c. After issuance of all required permits, Developer will coordinate and manage installation of the site infrastructure. All Work shall be in compliance with the City's Engineering specifications. If defective Work is noted by the City's Engineering Inspector, Developer agrees to repair or replace the defective Work within 10 days.

2. **Completion of Construction.** The Developer shall complete all Buildings and Improvements, except for Permitted Delays, pursuant to the time-frames set forth in the Project Schedule (Exhibit 5). By completion it is understood and agreed that the same shall be deemed to have occurred when the final Certificate of Occupancy and the Notice of Completion have been issued on all Buildings and Improvements. Developer's failure to complete construction of the Buildings and Improvements in accordance with the time frames set forth in the Schedule, subject to extension for Permitted Delays, shall constitute material default in accordance with the provisions of this Agreement.

3. **Notice of Completion.** Within five business days after Developer's completion of the Buildings and Improvements as evidenced by issuance of the Certificate of Occupancy, the CRA shall inspect the Buildings and Improvements for satisfactory completion. If, in its sole discretion, the CRA finds the Buildings and Improvements have been satisfactorily completed, the CRA shall promptly furnish Developer with a Notice of Completion.

ARTICLE 14 **CARE AND MAINTENANCE DURING AND AFTER CONSTRUCTION**

1. During construction of the Buildings and Improvements, the Developer covenants and agrees to safely maintain the construction site, protect against damage to persons and property by reason of construction activities, and provide adequate security during non-construction periods.

2. Sixty days prior to the Project's completion, Developer shall provide the CRA written notice regarding the property management company it intends to employ, if any. If Developer intends to maintain the Project itself, Developer shall provide the CRA a written summary that describes how it intends to perform such property management.

3. In the case of damage or loss to the Buildings and Improvements, Developer shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild them so that the Buildings and Improvements are of the same general character as the approved construction plans and at least equal in value to the Buildings and Improvements prior to such loss or damage. See Article 8 of this Agreement as to insurance requirements and the use of insurance funds.

4. Permitted Delays excepted, such repairs shall be begun within 60 calendar days after such occurrence or, if rebuilding is required, such rebuilding shall be begun within 120 calendar days after such occurrence and in either case shall be completed in a reasonable time provided insurance funds are available, but in no event shall commencement of repairs or rebuilding be delayed beyond 180 days from the date of occurrence. The Developer shall pay for all such repairing and rebuilding so that the Property and the Buildings and Improvements shall be free and clear of all liens of mechanics and materialmen and similar liens arising out of such repair, rebuilding or reconstruction of the Buildings and Improvements.

ARTICLE 15 **OTHER DUTIES OF THE DEVELOPER**

1. **Access to Work.** Developer agrees that representatives of the City, CRA, and other applicable regulatory agencies shall and will have access to the Work whenever it is in preparation or progress and that the Developer will provide proper facilities for such access and inspection.

2. **Anti-Kickback Act.** Developer shall comply with regulations of the Secretary of Labor of the United States of America made pursuant to the Anti-Kickback Act of June 13, 1934,

40 U.S.C. 276(c) and any amendments or modifications thereto. Developer shall ensure appropriate provisions are inserted in its subcontracts to insure Developer's subcontractors are in compliance with the aforementioned Anti-Kickback Act; subject, however, to any reasonable limitations, variations, tolerances and exemptions from the requirements of said Anti-Kickback Act as the Secretary of Labor may specifically provide.

3. **Garbage Collection.** The Developer shall utilize the collection and disposal services of the entity with which the City of Pompano Beach currently contracts with for garbage collection service within its corporate limits.

4. **Minority, Women and Lower Income Person Participation.**

a. Developer acknowledges and agrees that with all due diligence and to the greatest extent possible, it will involve the participation of minorities, females and lower income persons in construction, maintenance and operation of the Buildings and Improvements.

b. Developer shall use its best efforts to achieve participation of local minority-owned business enterprise ("MBE") and women-owned business enterprise ("WBE") contracting and subcontracting firms. Developer shall work with the CRA's Business Resource Center located at 50 NE 1st Street, Pompano Beach, FL 33060, the telephone number for which is (954) 586-1199, in an effort to utilize as many local MBE and local WBE firms as feasible for performance of the contracts and subcontracts attendant to construction of the Buildings and Improvements. For the purposes of this Article, local MBE or local WBE shall mean MBE/WBE with a principal place of business in Broward County with a preference for WBE/MBE firms from the Pompano Beach area.

5. **Permitted Development Uses.** Developer shall develop the Property for use in compliance with all applicable land use, land development and zoning regulations and the same shall govern development of the Property for the duration of this Agreement.

6. **Public Facilities.** Any new or upgraded water or sewer utilities needed to develop the Property are to be designed, funded and constructed by the Developer and, as such, Developer is responsible for compliance with all Federal, State, County and City regulations related to future development of the Property.

7. **Programming Requirements.** Developer shall, at no cost to CRA or participants, provide 1,000 hours of educational and/or community programming for each year of the Lease Agreement as set forth in Exhibit 10 attached hereto and made a part hereof.

ARTICLE 16
EVALUATION AND MONITORING REPORTS AND
OWNERSHIP OF DOCUMENTS

1. Upon request, Developer shall provide the CRA, in a format reasonably acceptable to both parties, information, data and reports to be used by the CRA in monitoring Developer's performance in carrying out the Project. Developer understands and agrees that the

CRA will carry out periodic monitoring and evaluation activities as it deems necessary and that continuation of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to Project scheduling, budgets, construction, programming and output measures.

2. All reports, plans, surveys, information, documents, maps and other data procedures developed, prepared, assembled or completed by Developer for the purposes of this Agreement shall become the property of CRA without restriction, reservation or limitation of their use, and shall be made available by Developer at any time upon request by CRA. Upon completion of all Work contemplated under this Agreement, copies of all of the above data shall be delivered to the CRA representative upon the CRA's written request.

3. **Reporting Content and Schedule.**

a. In addition to other times as may be required at the request of the CRA's Contract Administrator, Developer shall submit to the Contract Administrator according to the following format and schedule, Semi-Annual Reports and a Final Report on construction of the Buildings and Improvements.

b. **Semi-Annual Reporting Schedule.** Due dates for the Semi-Annual Reports are as follows:

- i. January 1, 2013
- ii. July 1, 2013
- iii. January 1, 2014
- iv. July 1, 2014

c. **Semi-Annual Report Content:** Semi-Annual Reports shall include the following information at a minimum:

- i. percentage of Project complete;
- ii. permits applied for and obtained;
- iii. copies of inspection reports;
- iv. infrastructure developments such as road paving, power installation, drainage, etc.;
- v. labor and vendors utilized;
- vi. minority, female and lower income participation in all aspects of the Work reported on the form attached hereto and made a part hereof as Exhibit 12; and

vii. reconciliation of projected Project Budget vs. Actual

d. **Final Construction Report.** The Final Construction Report shall, at a minimum, include the following information and be due within 90 days after issuance of the Certificate of Occupancy

i. Project's final cost compared to Project Budget (Exhibit 6)

ii. Projected commencement date of programming

iii. Date of the Project's grand opening

e. **Annual Reports.** The Annual Reports required after Completion of Construction shall, at a minimum, include the following information and be due annually on the anniversary date of the Final Construction Report:

i. minority, female and lower income participation in all aspects of operation and maintenance of the Project reported on the form attached hereto as Exhibit 12;

ii. summary of educational programming provided by the Project.

4. **Annual Performance Goals and Evaluation.** After Developer's satisfactory completion of the Buildings and Improvements as evidenced by the CRA's issuance of the Notice of Completion, the CRA's Contract Administrator shall annually review and evaluate Developer's performance based on performance criteria developed by CRA utilizing the scope of services set forth in Developer's Programming Requirements for the Project and its Business Plan attached hereto and made a part hereof respectively as Exhibits 10 and 11. The CRA shall provide Developer with a written summary of said evaluation and provide an adequate opportunity for Developer to discuss its evaluation with the CRA's Contract Administrator.

ARTICLE 17

DEFAULT AND REMEDIES TO CURE DEFAULT

1. **Default By Developer.** The following shall constitute an Event of Default of Developer under the Agreement:

a. Failure of Developer to meet the development timelines provided for in Exhibit 5 of this Agreement, subject to any amendments executed by the parties which extended the development timelines, and such default continues for a period of 30 days after written notice from the CRA;

b. Failure of Developer to comply with the material terms, conditions or covenants of this Agreement that Developer is required to observe or perform and such default continues for a period of 30 days after written notice from the CRA;

c. Failure of Developer to comply with the material terms, conditions or covenants of the Lease Agreement attached hereto as Exhibit 7;

d. This Agreement, the Lease Agreement, the Premises or any part of the Premises is taken upon execution or by other process of law directed against Developer, or are taken upon or subjected to any attachment by any creditor of Developer or claimant against Developer, and such attachment is not discharged within 90 days after its levy;

e. Developer shall be unable to pay the Developer's debts as the same shall mature;

f. Developer shall file a voluntary petition in bankruptcy or voluntary petition seeking reorganization or to effect a plan or an arrangement with or for the benefit of Developer's creditors;

g. Developer shall apply for or consent to the appointment of a receiver, trustee or conservator for any portion of the Developer's property or such appointment shall be made without Developer's consent and shall not be removed within 90 days;

h. Prior to completing the Project, Developer abandons or vacates any portion of the Project or the Premises for a period of more than 30 consecutive days;

i. Failure to operate the Project as provided for in this Agreement;

j. After opening of the Project, failure to operate the Project and the Premises for a period of 90 consecutive days shall constitute abandonment. The CRA shall give the Developer written notice of its contention that the Premises have been abandoned by the Developer at least thirty 30 days prior to the end of the 90 day period. The failure of the Developer to operate the Project as provided for in this Agreement shall be and is hereby defined as an abandonment and default hereunder; or

k. Failure of Developer to perform any other material covenants, agreements, undertakings or terms of this Agreement;

2. Default By CRA. The following shall constitute an Event of Default of CRA under the Agreement:

a. Failure of the CRA to comply with the material terms, conditions or covenants of this Agreement that the CRA is required to observe or perform;

b. Failure to maintain marketable title to the Premises; or

c. Failure of CRA to perform any other material covenants, agreements, undertakings or terms of this Agreement;

3. Tenant Self-Help. In the event of an Event of Default by the CRA, Developer shall be entitled to self-help and shall have the right of set-off against rents due under the Lease

Agreement, in an amount equal to the reasonable costs incurred by the Developer to cure any such default by CRA.

4. Remedies.

a. If the Developer fails to cure an Event of Default within the time provided therefore, the CRA shall have the right to terminate this Agreement and the Lease Agreement and the Developer's right to possession of the Premises and the Project will cease and the estate conveyed by the Lease shall revert in the CRA. If no time frame is specified, the Developer shall cure the Event of Default no later than 30 days following receipt of written notice from the CRA of the occurrence of the Event of Default.

b. If the Developer fails to cure an Event of Default and said Event of Default occurred prior to the completion of construction of the Project, the Developer shall repay the entire \$250,000 loan amount to the CRA upon termination of this Agreement as provided for above in Section 4.a of this Article.

5. Informal Dispute Resolution Process.

a. The parties desire to minimize the adverse effect and cost of disputes in recognition of the complexities involved in implementing this Development Agreement and the Lease. As to disputes between the CRA and the Developer, the parties agree that in the first instance, their respective Contract Administrators shall endeavor to resolve every dispute amicably and to also define the nature and extent of any disagreement to the extent possible. Both parties shall be entitled to have representatives present at any such meeting or conference.

b. If the parties' Contract Administrators are unable to reach an agreement within five business days after the dispute arises, they agree to promptly enlist the assistance of the City Manager of the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 or his/her respective designee(s). Upon the City Manager's receipt and review of said written appeal or demand, the City Manager may request additional information relating to the dispute from either or both parties which shall be timely provided and/or make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, either party may avail itself of any remedy allowable at law or in equity as said informal process shall not be binding on either party. However, to the extent the deadline to remedy said default conflicts with the cure periods set forth in Article 15 herein, the cure periods of Article 15 prevail.

ARTICLE 18
NOTICES AND DEMANDS

1. A notice, demand, or other communication under the Agreement by either party to the other shall be given or delivered sufficiently if it is in writing and delivered personally, sent via facsimile or dispatched by registered or certified mail, postage prepaid to the representatives named below or, with respect to either party, is addressed or delivered personally at such other

address as that party, from time to time may designate in writing and forward to the other as provided herein.

Developer's Representative: Harry Harrell, President
ETA NU Education Foundation, Inc.
P. O. Box 547
Pompano Beach, Florida 33060
954-445-1515 Phone
tjbbqent@comcast.net

Wayne Comer, Vice-President
ETA NU Education Foundation, Inc.
7275 NW 54 Court
Lauderhill, FL 33319
954-572-4202
WComer@abcsupply.com

CRA Representative: CRA Director
100 W. Atlantic Boulevard, Suite 276
Pompano Beach, Florida 33060
954-786-5535 Phone
954-786-7836 Fax
Margaret.Gallagher@copbfl.com

2. Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course.

ARTICLE 19 **DEVELOPER'S INDEMNIFICATION OF CRA**

1. The Developer shall protect, defend, indemnify and hold harmless the CRA, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses including attorney's fees or liabilities of every kind in connection with or arising directly out of the Building and Improvements, operation, or possession of the Property by Developer except for any occurrence arising out of or resulting from intentional torts or gross negligence of the CRA, its officers, agents and employees.

2. The Developer will indemnify and save the CRA or the CRA's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work.

3. Without limiting the foregoing, any and all such claims, suits, causes of action, etc., relating to personal injury; death; damage to property; defects in construction; rehabilitation or restoration of the Buildings and Improvements; actual or alleged infringement of any patent, trademark, copyright, or other tangible or intangible personal or real property right; any actual or

alleged violation of any applicable statute, ordinance, administrative order, rule, regulation or decree of any court, are included in the indemnity.

4. The Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at Developer's sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by Developer for breach of warranties under the Deed(s) or any causes of action the Developer has or may have for breaches or defaults by the CRA under this Agreement.

ARTICLE 20 **NON-ASSIGNABILITY AND SUBCONTRACTING**

1. This Agreement is not assignable and Developer agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

2. Any attempt by Developer to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CRA's written approval will result in CRA's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CRA without the formal written consent of the CRA Board.

3. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of Developer's insolvency or bankruptcy, CRA may at its option terminate and cancel this Agreement as provided for in Articles 20 and 21 herein.

4. Nothing herein shall be construed to create any personal liability on the part of the CRA or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CRA and Developer.

ARTICLE 21 **ACCOUNTING AND RECORD KEEPING PROCEDURES**

1. CRA shall have the right to inspect the Project, as well as the right to audit the books, records and accounts of Developer that are related to the Project. Developer shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the Project.

2. Developer shall be required to record, preserve and make available, at reasonable times for examination by CRA, complete and accurate records for all activities and revenues generated under this Agreement, including all financial records, supporting documentation, statistical records, federal/state tax returns; and any other documents attendant to Developer's provision of goods and services under 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 five years after termination of this Agreement. The foregoing provision shall survive expiration or termination of this Lease.

3. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for CRA's disallowance and recovery of any such payment.

ARTICLE 22
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY
AND AMERICANS WITH DISABILITIES ACT

1. There shall be no discrimination in the use of the Property or any Building or Improvements thereon and Developer, while acting pursuant to this Agreement, shall not discriminate against any worker, employee, patron, or member of the public on the basis of race, creed, religion, age, sex, familial status, disability or country of national origin.

2. Developer shall not unlawfully discriminate against any person in its operations or provision of services and activities attendant to the Project and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

3. Developer's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

4. Developer shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, Developer shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

5. Developer shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

ARTICLE 23
PUBLIC ENTITY CRIMES ACT

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, Developer certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

ARTICLE 24
NO CONTINGENT FEE

1. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Developer any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

2. In the event of Developer's breach or violation of this provision, the CRA shall have the right to terminate this Agreement without liability and, at the CRA's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 25
WAIVER AND MODIFICATION

1. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

2. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

3. Both parties acknowledge that lenders for the Project may require certain modifications to this Agreement and agree to use their best efforts to effectuate such modifications. Approvals of such modifications shall not be unreasonably withheld. If commercially reasonable modifications required by such parties are not effectuated such that funding pursuant to the Firm Commitments is not available from any lender or other financing sources, then Developer may terminate this Agreement upon written notice to the CRA whereupon the parties shall be relieved of any further liability hereunder.

ARTICLE 26
ABSENCE OF CONFLICTS OF INTEREST

1. Developer represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder.

Developer further represents no person having any interest shall be employed or engaged by it for said performance.

2. Developer shall promptly notify the CRA in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence Developer's judgment or quality of services being provided hereunder. Said notification shall identify the prospective business interest or circumstance and the nature of work that Developer intends to undertake and shall request the CRA's opinion as to whether such association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by Developer.

ARTICLE 27
NO WAIVER OF SOVEREIGN IMMUNITY

1. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CRA.

2. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

3. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CRA and Developer and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

4. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

ARTICLE 28
SEVERABILITY

The invalidity of any provision hereof shall in no way affect or invalidate the remainder of this Agreement.

ARTICLE 29
JURISDICTION, VENUE AND WAIVER OF TRIAL

1. This Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CRA and Developer submit to the jurisdiction of Florida courts and federal courts located in Florida. In the event of a dispute as to the interpretation or application of or an alleged breach of this Agreement, the parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida, and that such dispute shall be heard by a judge, not a jury.

2. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 30
BINDING EFFECT

Upon execution of this Agreement, a copy of this Agreement shall be recorded among the Public Records of Broward County, Florida. This Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

ARTICLE 31
ATTORNEY'S FEES

In the event of any litigation involving the terms and conditions of this Agreement or otherwise relating to the transaction encompassed herein, it is understood and agreed that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

ARTICLE 32
NO THIRD PARTY BENEFICIARIES

Developer and CRA acknowledge and agree that this Agreement, the Declaration of Covenants and Restrictions, the Lease/Purchase Agreement and other contracts and agreements pertaining to the Project will not create any obligation on the part of Developer, the CRA or the City to third parties. No person not a party to this Agreement will be a third-party beneficiary or acquire any rights hereunder.

ARTICLE 33
APPROVALS

1. Whenever in this Agreement CRA approval or approval of the CRA designees shall be required for any action, said approvals shall not be unreasonably withheld.

2. Provided the CRA does not incur any cost or liability for doing so, the CRA shall cooperate with Developer and timely execute any documents necessary to vacate utility easements and dedicated alleys and/or secure Site Plan approval, connection to all utilities, and all required development permits.

ARTICLE 34
FORCE MAJEURE

1. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

2. If either party is unable to perform or delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

3. In order to be entitled to the benefit of this provision, within five days after the beginning of any such delay, a party claiming an event of force majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

ARTICLE 35
INDEPENDENT CONTRACTOR

Developer is an independent contractor under this Agreement and services provided by Developer pursuant to this Agreement shall be subject to the supervision of CRA. In performance of its obligations hereunder, neither Developer nor its agents shall act as officers, employees or agent of the CRA. This Agreement shall not constitute or make the parties a partnership or joint venture.

ARTICLE 36
OWNERSHIP OF DOCUMENTS

All reports, plans, surveys, information, documents, maps and other data procedures developed, prepared, assembled or completed by Developer for the purposes of this Agreement shall become the property of CRA without restriction, reservation or limitation of their use, and shall be made available by Developer at any time upon request by CRA. Upon completion of all Work contemplated under this Agreement, copies of all of the above data shall be delivered to the CRA representative upon CRA's written request.

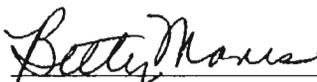
ARTICLE 37
ENTIRE AGREEMENT AND INTERPRETATION

1. This Agreement shall be interpreted as drafted by both parties hereto equally and each party has had the opportunity to be represented by counsel of their choice.

2. This Agreement embodies the whole agreement of the parties and there are no promises, terms, conditions or obligations between the Parties other than those herein contained. This Agreement shall supersede all previous communications, discussions, representations, advertisements, brochures, proposals or agreements, either verbal or written, between the parties hereto not herein contained. No deviation from the terms hereof shall be predicated upon any prior representations or agreements whether express or implied, oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Signed, Sealed and Witnessed
In the Presence of:



Print Name: Betty Manes



Print Name: Shelley R. Bartholomew

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: 
Lamar Fisher, Chairman

ATTEST:

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

By: MetroStrategies, Inc., a Florida corporation
a managing member



Print Name: Courtney Gaskins

By: 
Kim Briesemeister, President

Print Name: _____

and

By: 

Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of August, 2012 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA

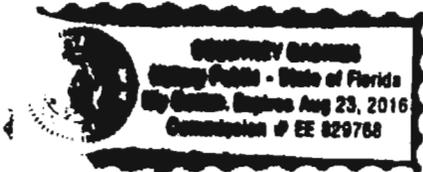
Christine Wodka
(Name of Acknowledger Typed, Printed or Stamped)

EE 136205
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of August, 2012 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA

Courtney Gorbis
(Name of Acknowledger Typed, Printed or Stamped)

EE 829760
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of July, 2012, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

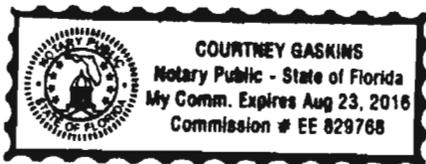


Courtney Gaskins
NOTARY PUBLIC, STATE OF FLORIDA
COURTNEY GASKINS
(Name of Acknowledger Typed, Printed or Stamped)
EE829768
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of July, 2012, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Courtney Gaskins
NOTARY PUBLIC, STATE OF FLORIDA
COURTNEY GASKINS
(Name of Acknowledger Typed, Printed or Stamped)
EE829768
Commission Number

"DEVELOPER":

Signed, Sealed and Witnessed
In the Presence of:

Courtney Gaskins
Print Name: COURTNEY GASKINS

Courtney Gaskins
Print Name: COURTNEY GASKINS

THE ETA NU EDUCATION FOUNDATION, INC.

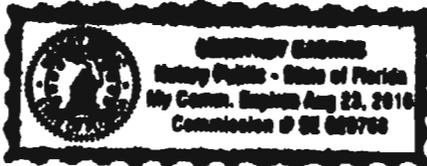
By: Harry Harrell
HARRY HARRELL, PRESIDENT

ATTEST:
By: Antonio Brihm
ANTONIO BRIHM, SECRETARY

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this 27th day of July, 2012, before me personally appeared Harry Harrell, President of The ETA NU EDUCATION FOUNDATION, INC., who is personally known to me, and he acknowledged that he executed the foregoing instrument as the proper official of ETA NU EDUCATION FOUNDATION, INC., and the same is the act and deed of ETA NU EDUCATION FOUNDATION, INC.

NOTARY'S SEAL:



Courtney Gaskins
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

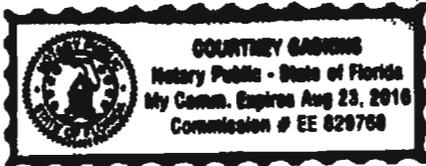
COURTNEY GASKINS
(Name of Acknowledger Typed, Printed or Stamped)

EE 829768
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____ as Secretary of The ETA NU EDUCATION FOUNDATION, INC., who is personally known to me.

NOTARY'S SEAL:



Courtney Gaskins
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgement)

COURTNEY GASKINS
(Name of Acknowledger Typed, Printed or Stamped)

EE 829768
Commission Number

EGR:jrm
7/24/12
l:agr/cra/2012-1311

EXHIBIT 1
LEGAL DESCRIPTION AND PROPERTY SURVEY

MLK Boulevard and NW 10th Avenue, Pompano Beach, Florida 33060

Lots 4, 5 and 6, Block 2 of Scotts Park, according to the plat thereof, as recorded in Plat Book 19, Page 38, of the Public Records of Broward County, Florida."

SCOTTS PARK

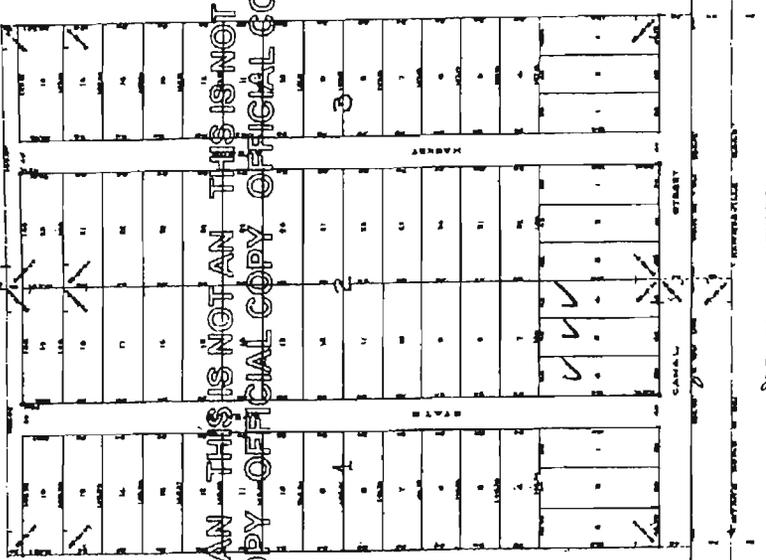
A SUBDIVISION IN SECTIONS 34+35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, POMPAHO, BROWARD COUNTY, FLORIDA.

J. D. KEENE & J. D. KEENE,
FOR
WALTER A. McPHERSON, CIVIL ENGINEER,
POMPAHO, FLORIDA.

Map of the City of Pompano, Florida, showing the location of the property described in this plat. The plat is a subdivision of the property described in the plat of the City of Pompano, Florida, and is subject to the provisions of the plat of the City of Pompano, Florida, and is subject to the provisions of the plat of the City of Pompano, Florida.

Map of the City of Pompano, Florida, showing the location of the property described in this plat. The plat is a subdivision of the property described in the plat of the City of Pompano, Florida, and is subject to the provisions of the plat of the City of Pompano, Florida, and is subject to the provisions of the plat of the City of Pompano, Florida.

THIS IS NOT AN OFFICIAL COPY OF THIS PLAT. THIS IS NOT AN OFFICIAL COPY OF THIS PLAT. THIS IS NOT AN OFFICIAL COPY OF THIS PLAT.



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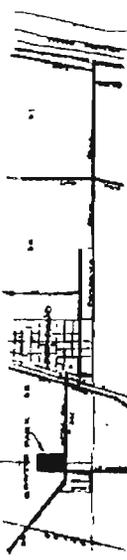
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SITE DATA

LEGAL DESCRIPTION

LOT 1, BLOCK 1, SUBDIVISION 1, PLAT 1, 1988, CITY OF TAMPA, FLORIDA

LAND USE

COMMERCIAL, C-1, COMMUNITY CENTER

BUILDING COVER AREA

MAXIMUM 10,000 SQ FT
TOTAL 10,000 SQ FT

AREA CALCULATIONS

AREA OF LOT 1: 10,000 SQ FT
AREA OF LOT 2: 10,000 SQ FT
TOTAL AREA: 20,000 SQ FT

ZONING

C-1 COMMERCIAL CENTER
MINIMUM LOT AREA: 10,000 SQ FT
MINIMUM FRONT SETBACK: 10 FT
MINIMUM SIDE SETBACK: 5 FT
MINIMUM REAR SETBACK: 5 FT

SETBACK REQUIREMENTS (2, 10, 5, 5)

FRONT: 10 FT
SIDE: 5 FT
REAR: 5 FT

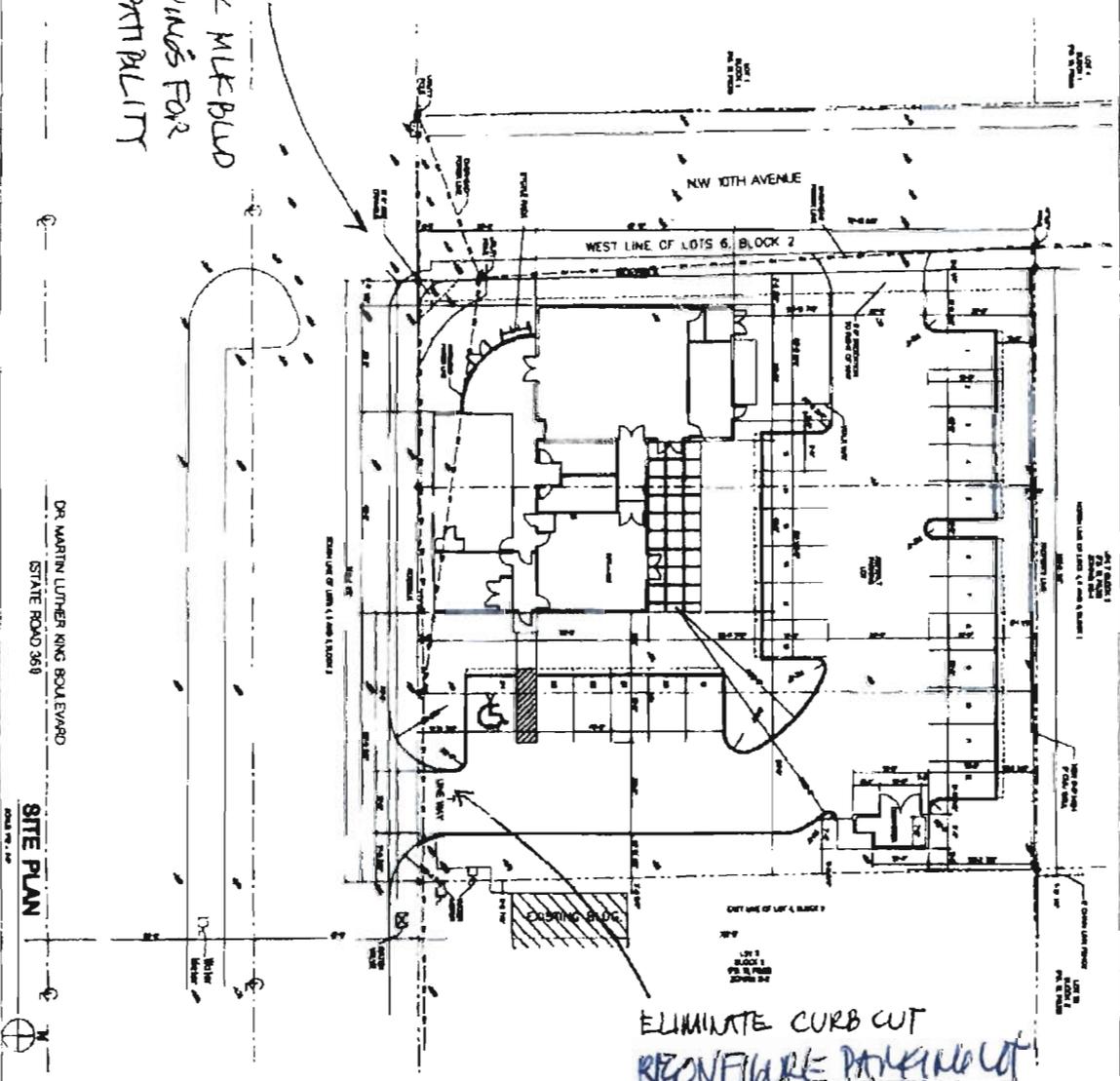
LOADING LOAD

DECK: 100 PSF
ROOF: 20 PSF
FLOOR: 40 PSF
WALL: 20 PSF
CEILING: 10 PSF

PARKING REQUIREMENTS:

TYPE OF PARKING	NO. OF SPACES	NO. OF SPACES PER 1,000 SQ FT
STREET PARKING	10	1.0
ON-STREET PARKING	10	1.0
OFF-STREET PARKING	10	1.0
TOTAL	30	3.0

CHECK MILK BLDG
DRAWINGS FOR
COMPATIBILITY

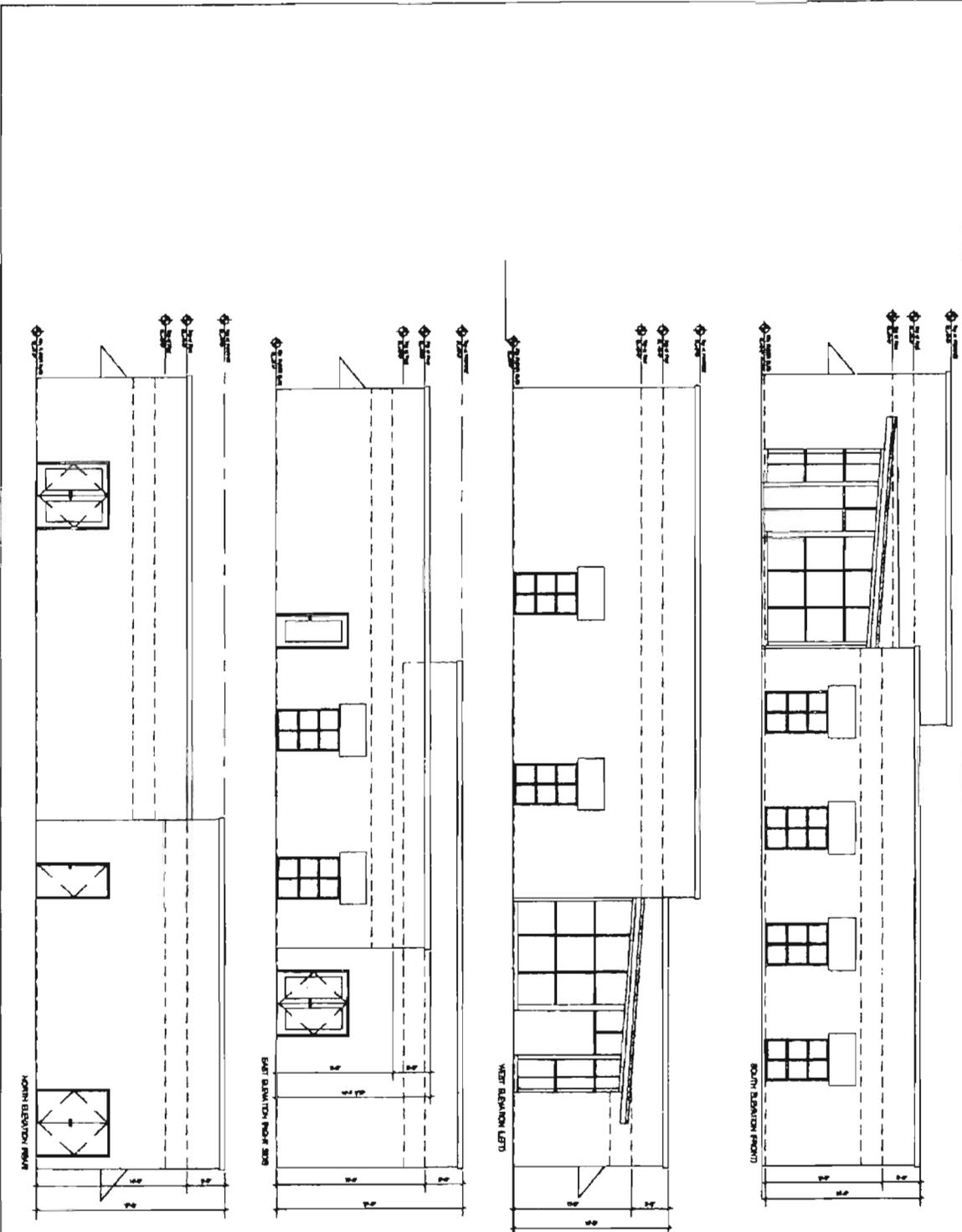


DR. MARTIN LUTHER KING BOULEVARD
STATE ROAD 368

SITE PLAN



A-11	<p>ETA NJ EDUCATION FOUNDATION NEW FACILITY MARTIN LUTHER KING BOULEVARD AND NW 10 TH AVENUE POMPANO BEACH, FLORIDA 33069</p>	
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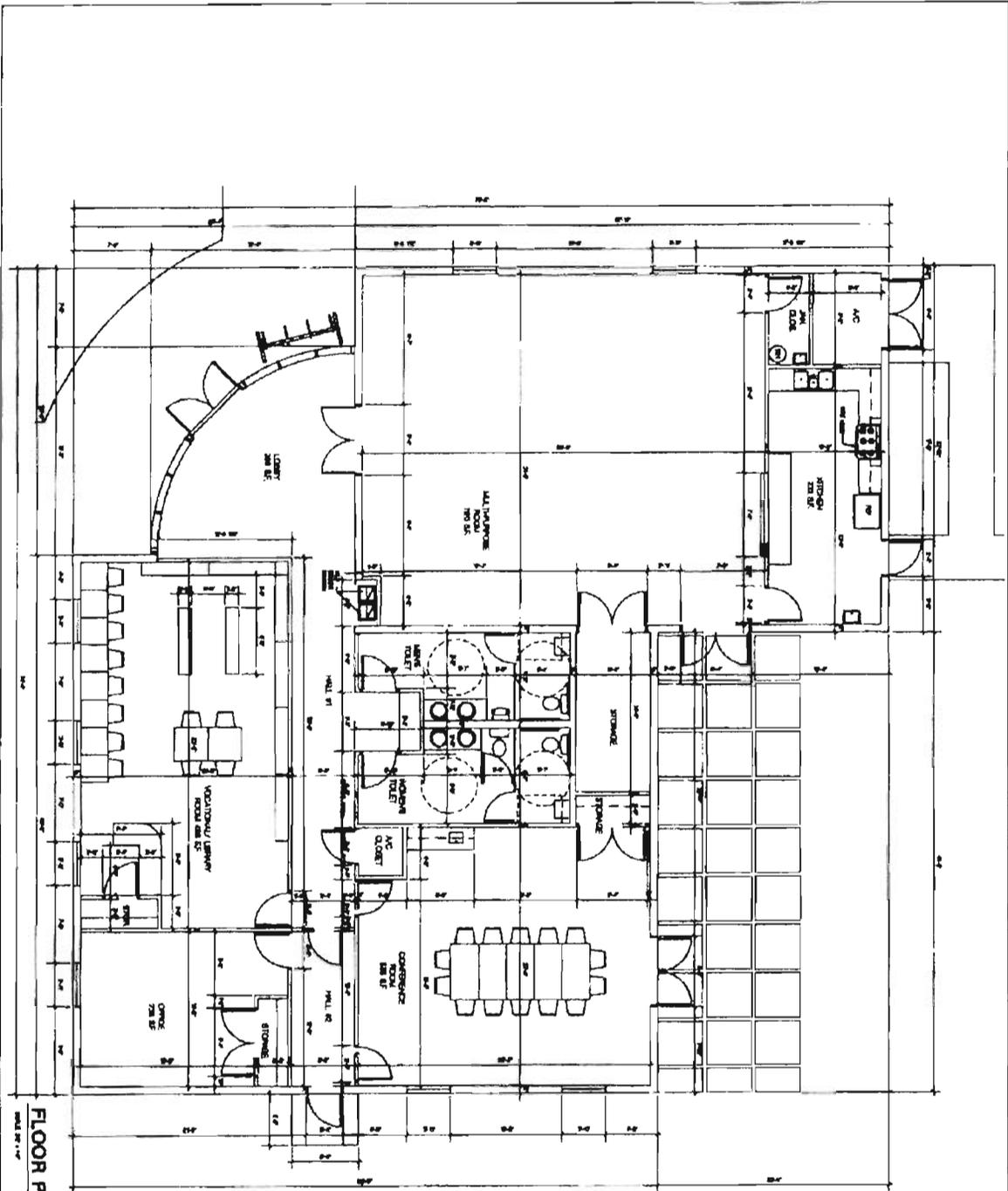
ELEVATIONS
SCALE 1/8" = 1'-0"

A-31

DATE	DESCRIPTION

ETA NU EDUCATION FOUNDATION
NEW FACILITY
MARTIN LUTHER KING BOULEVARD AND HWY 10 TH AVENUE
POPPOND BEACH, FLORIDA 32060

Architectural logo and contact information.



FLOOR PLAN



A-21

DATE	10/11/11
BY	ARCHITECT
CHECKED BY	ARCHITECT
SCALE	AS SHOWN

ETA NU EDUCATION FOUNDATION
 NEW FACILITY
 MARTIN LUTHER KING BOULEVARD AND HW 18 TH AVENUE
 POMPANO BEACH, FLORIDA 33069

NO.	DESCRIPTION
1	...
2	...
3	...
4	...
5	...



**EXHIBIT 3
ADVERTISEMENT**

RECEIVED

2011 DEC 21 AM 10:08

FINANCE DEPT.

SUN-SENTINEL

PUBLISHED DAILY
PORT LAUDERDALE, BROWARD COUNTY, FLORIDA
BOCA RATON, PALM BEACH COUNTY, FLORIDA
MIAMI, MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED SHARON KAMMAN, WHO, ON OATH, SAYS THAT SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE CLASSIFIED DEPARTMENT OF THE SUN-SENTINEL, DAILY NEWSPAPER PUBLISHED IN BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA, THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A

REQUEST FOR PROPOSALS AND NOTICE OF INTENT

THE MATTER OF:

CITY OF POMPANO BEACH
PUBLIC NOTICE 2012-13

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN THE ISSUES OF:

DECEMBER 18, 2011

14050116

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A NEWSPAPER PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS HERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MATTER AT THE POST OFFICE IN FORT LAUDERDALE, IN SAID BROWARD COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF ATTACHED COPY OF ADVERTISEMENT: AND AFFIANT FURTHER SAYS THAT SHE HAS NEITHER PAID, NOR PROMISED, ANY PERSON, FIRM, OR CORPORATION, ANY DISCOUNT, REBATE, COMMISSION, OR REFUND, FOR THE PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID NEWSPAPER.

Sharon Kamman
(SIGNATURE OF Sharon Kamman, AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME
ON 18 DECEMBER, 2011 A.D.

Notary Public Signature
(SIGNATURE OF NOTARY PUBLIC)
NOTARIAL PUBLIC
COMM. # DD 00074
Exp. on October 24, 2012
Notary Public for Broward and Palm Beach Counties

(NAME OF NOTARY, TYPED, PRINTED, OR STAMPED)

PERSONALLY KNOWN (X) OR PRODUCED IDENTIFICATION ()

REQUEST FOR PROPOSALS AND NOTICE OF INTENT TO IMPROVE PROPERTY IN THE CITY OF POMPANO BEACH, FLORIDA, FOR DEVELOPMENT
PUBLIC NOTICE 2012-13
Pursuant to Section 148.230, Florida Statutes, the Pompano Beach Community Redevelopment Agency (CRA) hereby invites all interested private developers and parties of an intent to dispose of the following properties to file the necessary plans with the City of Pompano Beach, Florida, for the purpose of constructing a new building for not-for-profit use:
Three properties of the former site of the former King, Jr. Boulevard and West Avenue in Pompano Beach, FL.:
Broward County Property Appraiser's Public Accession #190, 642260000, 642260001, 642260002.
Proposals for these parcels should be filed with the City of Pompano Beach, Florida, and all interested parties should file an intent to improve and/or develop the properties. Proposals should demonstrate an ability to provide economic development, as well as general community services, and the demonstrate the ability to provide the necessary infrastructure needed. Additional information may be obtained by contacting Floyd T. Johnson, CRA Director, 100 West Atlantic Blvd., Suite 274, Pompano Beach, FL 33060 or by calling at 954-794-6100.
All proposals must be submitted by those interested within thirty (30) days after the date of this public notice to: Pompano Beach Community Redevelopment Agency, 100 West Atlantic Blvd., Suite 274, Pompano Beach, FL 33060.
The CRA Board reserves the right to accept or reject any proposal and to negotiate an agreement with any selected proposer.
December 14, 2011

135.95

Acct # : 150-1910-539.31-.0

EXHIBIT 4
EVIDENCE OF DEVELOPER'S EQUITY

[Message Center](#) | [Online Training Tutorial](#) | [Quick Reference Guide](#) | [Help](#) | [Sign off](#)



SunTrust Online Cash ManagerSM

[Accounts](#) | [Transfers](#) | [Payments](#) | [Payroll](#) | [Services](#) | [Alerts](#) | [Preferences](#) | [User Permissions](#)
[Balances](#) | [Add/By](#) | [Statements](#) | [Search Transactions](#)

Balances

Use this screen to review your accounts and balances, as well as download your account information to a financial software package.

Welcome CLIFFORD

Last login: 7/2/12 12:26 PM

You have 0 messages

Download Account Information to: [Comma Separated \(.csv\)](#) | [Excel](#) | [PDF](#) | [Print](#)

Checking Accounts

Account Number	Account Name	Current Balance	Available Balance	As Of
****7182	Primary Business Checking	\$53,172.26	\$52,667.26	7/9/12 10:28 AM

Money Market

Account Number	Account Name	Current Balance	Available Balance	As Of
****7190	Business M2SA	\$220,439.81	\$220,439.81	7/9/12 10:28 AM

Tools & Resources

- SunTrust Rewards
- Add a personal/business account to my existing profile
- Modify service and/or update personal information
- Online Tutorial
- Education Seminars
- Fraud Prevention
- Terms & Conditions
- Contact Us

Smart Steps to Business Solutions

- Turn everyday purchases into Delta miles.
- Find growth in a challenging economy.
- Accelerate your cash flow with Merchant Services from SunTrust.
- Offer and manage a full-featured employee retirement plan with Online 401k.
- Cut confusion and save time with Online Payroll.

[Read the SunTrust Privacy Policy](#)

This site is best viewed with Internet Explorer 6.0 or higher.

[Accounts](#) | [Transfers](#) | [Payments](#) | [Payroll](#) | [Services](#) | [Alerts](#) | [Preferences](#) | [User Permissions](#)

Exhibit 5

PROJECT SCHEDULE

Description of Event	Start/Finish	Time
1. CRA Board Approval of Development Agreement	07/17/12-07/23/12	7.0 days
2. Submit Bid Bond to CRA	07/24/12-08/24/12	1.0 month
3. Preparation of Site Plan	07/24/12-09/01/12	1.5 months
4. Preparation of Architectural & Engineering Plans	09/01/12-12/12/12	3.4 months
5. Submit Construction Plans to CRA (Article 12.1)	12/13/12-01/31/13	1.5 months
6. Submit for Development Approval (DRC, AAC & P&Z)	12/13/12-09/13/13	9.0 months
7. Prepare Construction Documents	09/14/13-11/14/13	2.0 month
8. Submit for Building Permits	11/15/13-03/15/14	4.0 months
9. Submit Construction Notice and Commencement Submittals to the CRA (Article 12.2)	03/22/14-03/29/14	7.0 days
10. Effective Date of Lease/Commencement of Construction	04/15/14-01/15/15	9.0 months
11. Certificate of Occupancy	01/16/15-01/16/15	1.0 day
12. Move-In	01/16/15-02/16/15	1.0 month
Total: 7/17/12 – 02/17/15		31.0 months

EXHIBIT 6
DEVELOPERS PROJECT BUDGET

DESCRIPTION			SHELL	SITE	FIT-UP	TOTAL
General Conditions			\$48,768	\$19,695	\$25,322	\$93,785
SITEWORK				\$69,000		\$69,000
-Earthwork						
-Layout & As-Builts						
-Testing						
-Permit Fees						
-Dewatering						
Soil Test						
-Asphalt Paving						
-Pavement Markings						
-Concrete Curving						
-On-Site Utilities/Drainage						
-Grease Trap				\$2,500		\$2,500
-Off-Site Utilities/Drainage						
-Utility Removals						
-Fencing ALONG North Proerty Line				\$7,500		\$7,500
-Bike Racks				\$750		\$750
-Sidewalks						
-Dumpster Enclosure				\$6,000		\$6,000
CONCRETE/MASONARY						
TERMITE CONTROL				\$300		\$300
PLINGS						
-Foundations			\$21,000			\$21,000
-Slab-on-Grade			\$19,500			\$19,500
-Filled Cell masonry			\$39,000			\$39,000
STRUCTURAL STEEL			\$40,000			\$40,000
W.P. & CAULKING			\$500			\$500
ROOFING			\$24,000			\$24,000
-Roof Hatch			\$1,000			\$1,000
DOORS, FRAMES & HARDWARE			\$4,000		\$10,925	\$14,925
GLAZING			\$31,500			\$31,500
STUCCO/PLASTERING			\$28,000			\$28,000
DRYWALL					\$30,990	\$30,990
ACOUSTIAL					\$8,100	\$8,100
FLOORING					\$18,272	\$18,272
PAINTING			\$5,151		\$4,723	\$9,874
FIRE EXTINGUISHERS					\$250	\$250
SIGNAGE						
KITCHEN EQUIPMENT					\$30,000	\$30,000
PLUMBING			\$3,500		\$19,750	\$23,250

AIR CONDITIONING			\$5,000		\$15,000	\$20,000
ELECTRICAL			\$10,000	\$5,000	\$35,000	\$50,000
-Site Lighting						
-Fire Alarm						
Data, Phone, Security						
-General Liability Insurance			\$2,304	\$932	\$1,347	\$4,583
-Builder's Risk Insurance			\$1,440	\$582	\$842	\$2,864
GC CONTINGENCY			\$14,398	\$5,822	\$8,417	\$28,637
PERFORMANCE BOND			\$4,263	\$1,722	\$2,214	\$8,199
PERMIT ALLOWANCE			\$5,759	\$2,329	\$3,367	\$11,455
GC OVERHEAD			\$12,129	\$8,948	\$12,916	\$33,993
GC FEE			\$9,484	\$3,835	\$5,536	\$18,855
GRAND TOTAL			\$330,696	\$134,915	\$232,971	\$698,582

EXHIBIT 7
LEASE AGREEMENT

**LEASE WITH OPTION TO PURCHASE
AGREEMENT**

Between

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

and

ETA NU EDUCATION FOUNDATION, INC.

for

A COMMUNITY EDUCATIONAL RESOURCE FACILITY

JULY ____, 2012

EXHIBIT "A"
LEGAL DESCRIPTION

MLK Boulevard and NW 10th Avenue, Pompano Beach, Florida 33060

Lots 4, 5 and 6, Block 2 of Scotts Park, according to the plat thereof, as recorded in Plat Book 19, Page 38, of the Public Records of Broward County, Florida."

EXHIBIT B
CRIMINAL BACKGROUND SCREENING AFFIDAVIT

AGREEMENT TITLE: Lease With Option To Purchase Agreement between the Pompano Beach Community Redevelopment Agency ("CRA") and ETA NU Education Foundation, Inc. ("Developer")

DATE: 7-18-12

By signing this form, I am swearing or affirming that all individuals providing services to Developer under the above referenced Lease have been background screened in accordance with the background screening requirements set forth in the Agreement and have been deemed eligible by Developer to provide services as described therein. The information contained in this Affidavit is up to date as of the date this Affidavit is furnished to the CRA's Contract Administrator per the requirements of the Lease.

All individuals providing services to Developer under the Lease are listed under Categories 1 and 2 below. Each individual shall be identified by name, birth date and date deemed eligible and shall fall into one (1) of the following categories:

1. Previously screened and deemed eligible.
[Insert list of individuals]
2. New individuals screened and deemed eligible.

[Insert list of individuals]


Signature of Affiant

Harry B. Harrel
Print Name of Affiant

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____ as _____ of ETA NU Education Foundation, Inc. who has produced _____ as identification or is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**EXHIBIT 8
BID BOND**

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ as principal, and

_____ hereinafter called Surety, are held and firmly bound unto ETA NU Education Foundation, Inc., a Florida non-profit corporation and the Pompano Beach Community Redevelopment Agency, a public body corporate and politic, both of which are hereinafter collectively referred to as OWNER, in the sum of _____ Dollars(\$) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(Bid Name) _____

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to One Hundred Ten Percent (110%) of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN

WITNESS WHEREOF, the said _____ as Principal herein, has caused these presents to be signed in the name by its _____ and attested by its _____ under its corporate seal, and the said as Surety herein, has caused these presents

to be signed in its name by its _____ under its corporate seal, this day of A.D.
(year)

Signed, sealed and delivered in
the presence of:

Principal -

_____ By:

_____ As to Principal
Surety

_____ By:

Attorney-in-Fact (Power-of-Attorney to
be attached) By: _____
Resident Agent

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WHEREAS, it was one of the conditions of the award of said contract with OWNER that these presents should be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless OWNER against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall

automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in, at Pompano Beach, Broward County, Florida, this the ____ day of _____ 2012.

Co
undersigned By:

Contractor:

By: (Signature)

(SEAL)

Surety:

(SEAL OF
SURETY)

By: _____
Address:

PAYMENT BOND FORM

Project No:

Project Title:

Facility Name:

BY THIS BOND, WE, _____, as Principal,

and _____, a corporation, as Surety, are bound to ETA NU Education Foundation, Inc., a Florida non-profit corporation and The Pompano Beach Community Redevelopment Agency, a public body corporate and politic (hereinafter collectively "Owner"), in the sum of :

(Written Amount)

(Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

betwe

_____ en Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

Dated on _____ :

(SEAL OF SURETY)

(SEAL OF PRINCIPAL)

Name of Surety:

By:

Name of Principal:

By:

Attorney in Fact:

Its authorized officer

EXHIBIT 9

Performance Bond

Project
No:
Project
Title:

KNOW ALL PERSONS BY THESE PRESENTS, that:

as Principal, and

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto ETA NU Education Foundation, Inc., a Florid non-profit corporation, and the Pompano Beach Community Redevelopment Agency, a public body corporate and politic under the laws of Florida, both of which are hereinafter collectively referred to as OWNER, in the sum of:

(Written Amount)

(Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal (hereafter alternately referred to as "Contractor") did on

enter into a Contract with the said ETA NU Education Foundation, Inc., a Florid non-profit corporation, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

EXHIBIT 10
DEVELOPER'S PROGRAMMING REQUIREMENTS FOR THE PROJECT

To: Pompano Beach CRA
From: Eta Nu Education Foundation
Subject: Building Utilization Plan

This project is exciting and beneficial to Eta Nu and the city of Pompano Beach. The Eta Nu Chapter is involved in a myriad of community and social activities. In our forty-three year history we have established ourselves as a community servant and we have been recognized in our organization at every level. Upon the completion of this project, we will not only have a greater affect on the local community, but the entire city of Pompano Beach as a whole. We will be able to bid for conferences and meetings within our fraternity, which ultimately will attract many more people to visit Pompano Beach.

The Eta Bu Facility will allow us to expand our current programs and increase the effectiveness of how we serve the community. Additional, we plan to create rental opportunities for the community to help support the maintenance of the facility.

I. Activities to be held at the Eta Nu Education Facility

1. Chapter Meetings and Social Gatherings
 - A. Chapter meetings are conducted the second and fourth Saturday of each month.
 - B. Additionally, committee meetings are held at random times during the week.
 - C. Monday Night Football (Football season)
 - D. Friday Social Events (Fundraising)
 - E. Community Rental Events (As available)

2. Annual Events (Not necessarily held at the center)
 - A. Talent Hunt Program (Annual)
 - B. Mardi Gras Party (Fundraising)
 - C. Juneteenth Celebration (Annual)
 - D. Blood Drive (Annual)
 - E. Fireworks Sales (July 4th Fundraising)
 - F. Kickoff Dance (Fundraising)
 - G. Back to School Backpack Distribution (Annual)
 - H. Aids Awareness Program (Ongoing)
 - I. Thanksgiving Basket Distribution (Annual)
 - J. Toys for Tots Distribution (Annual)
 - K. Kwanzaa Celebration (Annual)
 - L. Food and Clothes Drives (Ongoing)
 - M. Memorial Service (Annual)

3. Monthly or (Ongoing) Community Events
 - A. Tutoring (Average 20 hours weekly)
 - B. Employment Screening/Preparation (Planned future program)
 - C. Mentorship Program (Bimonthly meetings and events)
 - D. Computer Lab (Planned future program)

- E. School Suspension Monitoring (Planned future program)
- F. Book Club (Quarterly discussions)
- G. Social Action Programs (Ongoing)

II. Additional Chapter Activities that benefit the Community, but not necessarily held at the center.

- 1. Annual Adoption (Matching) Party
- 2. Annual Easter Egg Hunt
- 3. Assault on Illiteracy Program
- 4. Annual Sweetheart Ball
- 5. Achievement Week Program

III. Omega Psi Phi Events

- 1. Regional Events (Ft. Lauderdale, Pompano Beach, Delray Beach, Palm Beach, Pahokee)
 - A. Memorial Service (Annual)
 - B. Picnic (Annual)
 - C. Meetings (Quarterly)
- 2. Statewide Organization Events (Florida)
 - A. State Meeting (Annual)
 - B. Council Meetings (Bi-Annual)
- 3. District Events (Florida, Georgia, Alabama & Mississippi)
 - A. District Meeting (Annual)
 - B. Council Meetings (Bi-Annual)

EXHIBIT 11
DEVELOPER'S BUSINESS PLAN

EXHIBIT 14
DEVELOPER BUSINESS PLAN

REVENUE	PROJECTED 2014	PROJECTED 2015	PROJECTED 2016	PROJECTED 2017	PROJECTED 2018
Grants/Corp Donations	\$10,000	\$10,500	\$11,025	\$11,575	\$12,150
Rentals	\$12,000	\$38,000	\$37,800	\$39,890	\$41,675
Dues (\$235 each)	\$18,800	\$19,975	\$19,975	\$21,150	\$21,150
Assessments/Pledges	\$25,000	\$25,000	\$5,000	\$5,000	\$5,000
Chapter Rental	\$2,400	\$7,200	\$7,200	\$7,200	\$7,200
Grant Program	\$2,500	\$5,000	\$5,150	\$5,305	\$5,465
Fundraisers:					
Golf Tournament	\$8,000	\$8,500	\$9,000	\$9,500	\$10,000
Mardi Gras	\$7,000	\$7,350	\$7,720	\$8,100	\$8,500
Kickoff Dance	\$4,000	\$4,200	\$4,410	\$4,630	\$4,860
Sweetheart Ball	\$25,000	\$26,250	\$27,560	\$28,940	\$30,385
Comm Fundraisers	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Firework Sales	\$10,000	\$10,500	\$11,025	\$11,575	\$12,155
Achievement Week	\$2,500	\$3,000	\$3,500	\$3,500	\$3,500
Christmas Party	\$2,500	\$2,500	\$3,000	\$3,000	\$3,000
New Member Assess	\$6,000	\$0	\$6,000	\$0	\$6,000
TOTAL REVENUES	\$150,700	\$180,975	\$173,365	\$174,165	\$186,040
EXPENSES					
Salaries & Wages	\$8,000	\$25,000	\$26,250	\$27,550	\$28,950
Administrative Fees	\$1,500	\$5,000	\$5,250	\$5,515	\$5,790
Property & Equip.	\$875	\$3,500	\$3,500	\$3,500	\$3,500
Utilities(Electric, Phone, Water & Sewer, Cable	\$7,100	\$16,500	\$17,325	\$18,190	\$19,100
Maintenance	\$800	\$2,400	\$2,520	\$2,648	\$2,805
Landscape	\$400	\$1,200	\$1,260	\$1,323	\$1,390
Insurance(Property)	\$2,350	\$7,000	\$7,350	\$7,720	\$8,105
Security	\$300	\$1,000	\$1,050	\$1,105	\$1,160
Janitorial Services	\$800	\$2,400	\$2,520	\$2,645	\$2,775
Advertising	\$1,000	\$1,500	\$1,500	\$1,500	\$1,500
Comm Fundraisers	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Rental Space	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
Administrative Supplies	\$300	\$315	\$330	\$350	\$365
Golf Tournament	\$3,500	\$3,500	\$3,750	\$3,750	\$4,000
Mardi Gras	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Sweetheart Ball	\$13,000	\$13,650	\$14,350	\$15,050	\$15,800
Scholarship	\$10,000	\$11,000	\$12,000	\$13,000	\$15,000
Social Action	\$8,000	\$7,000	\$7,000	\$8,000	\$8,000
Insurance(Fraternity)	\$500	\$500	\$500	\$550	\$550
Memorial Service	\$600	\$600	\$1,200	\$600	\$600
Pan Hellenic	\$350	\$350	\$350	\$350	\$350
Talent Hunt	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
UNCF	\$500	\$500	\$500	\$500	\$500
District Meeting	\$2,325	\$2,400	\$2,400	\$2,400	\$2,500
Dues(N,D,S)	\$7,515	\$7,890	\$8,285	\$8,700	\$9,135
Chapter Picnic	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
State Meeting	\$1,800	\$1,800	\$1,800	\$2,000	\$2,000
TOTAL EXPENSES	\$78,615	\$124,005	\$129,990	\$135,944	\$142,875
NET INCOME	\$72,185	\$56,970	\$43,375	\$38,221	\$43,165

EXHIBIT 12
REPORTING FORM FOR MINORITY, FEMALE AND LOW INCOME
PARTICIPATION IN THE PROJECT

Local Business Program Goals and Forms

LOCAL BUSINESS PARTICIPATION GOAL ANNOUNCEMENT

The Pompano Beach Community Redevelopment Agency (CRA) is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. The CRA is following the Local Business Program Goals set by the City of Pompano Beach (City).

Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://mypompanobeach.org/directory/btr/FAQ%20sheet%20BTR.pdf> or contact Susan Kores at the CRA Business Resource Center, 50 NE 1st St., Pompano Beach, FL 33060. Phone: (954) 586-1199 or susan@iedfl.com.

Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended voluntary goal for this bid is 10% for Local Businesses.

**LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR**

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address):

BY: _____

EXHIBIT "B"

**LOCAL BUSINESS
UNAVAILABILITY FORM**

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT "C"

**GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION**

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you?

7. List the Local Businesses you will utilize and subcontract amount.

_____ \$ _____

_____ \$ _____
_____ \$ _____

8. Other comments: _____

Small Business Enterprise Goal and Forms

SBE GOAL ANNOUNCEMENT

The Pompano Beach Community Redevelopment Agency (CRA) is strongly committed to insuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The CRA is following the Small Business Enterprise Goals set by the City of Pompano Beach (City).

The SBE criteria being used is as stated in FSS 288.703. As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

Bidders are encouraged to participate in the City of Pompano Beach's Voluntary SBE Program by including as part of their bid package the SBE Participation Form (Exhibit "E"), and the Letter of Intent Form (Exhibit "F").

Bidders who are unable to meet the recommended voluntary goals should also provide the SBE Unavailability Form and Good Faith Effort Report (Exhibits "G" and "H").

The recommended, voluntary goals for this bid are 15% for Small Business Enterprises.

**CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM**

Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person Telephone Number</u>	<u>Type of Work To Be Performed</u>	<u>Contract Amount</u>

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CRA USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly

___ YES ___ NO

EXHIBIT "E"

LETTER OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR

TO: _____
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of SBE Contractor)

(address):

BY: _____

**SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM**

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor Labor Only, etc.)

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "G"

913 W.



Site Address	MARTIN LUTHER KING BOULEVARD , POMPANO BEACH	ID #	4842 35 40 0170
Property Owner	POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY	Millage	1512
Mailing Address	100 W ATLANTIC BLVD POMPANO BEACH FL 33060	Use	80
Abbreviated Legal Description	SCOTTS PARK 19-38 B LOT 4 BLK 2		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2011 Exemptions and Taxable Values to be reflected on Nov. 1, 2011 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2012	\$37,260		\$37,260	\$37,260	
2011	\$37,260		\$37,260	\$37,260	
2010	\$37,260		\$37,260	\$37,260	

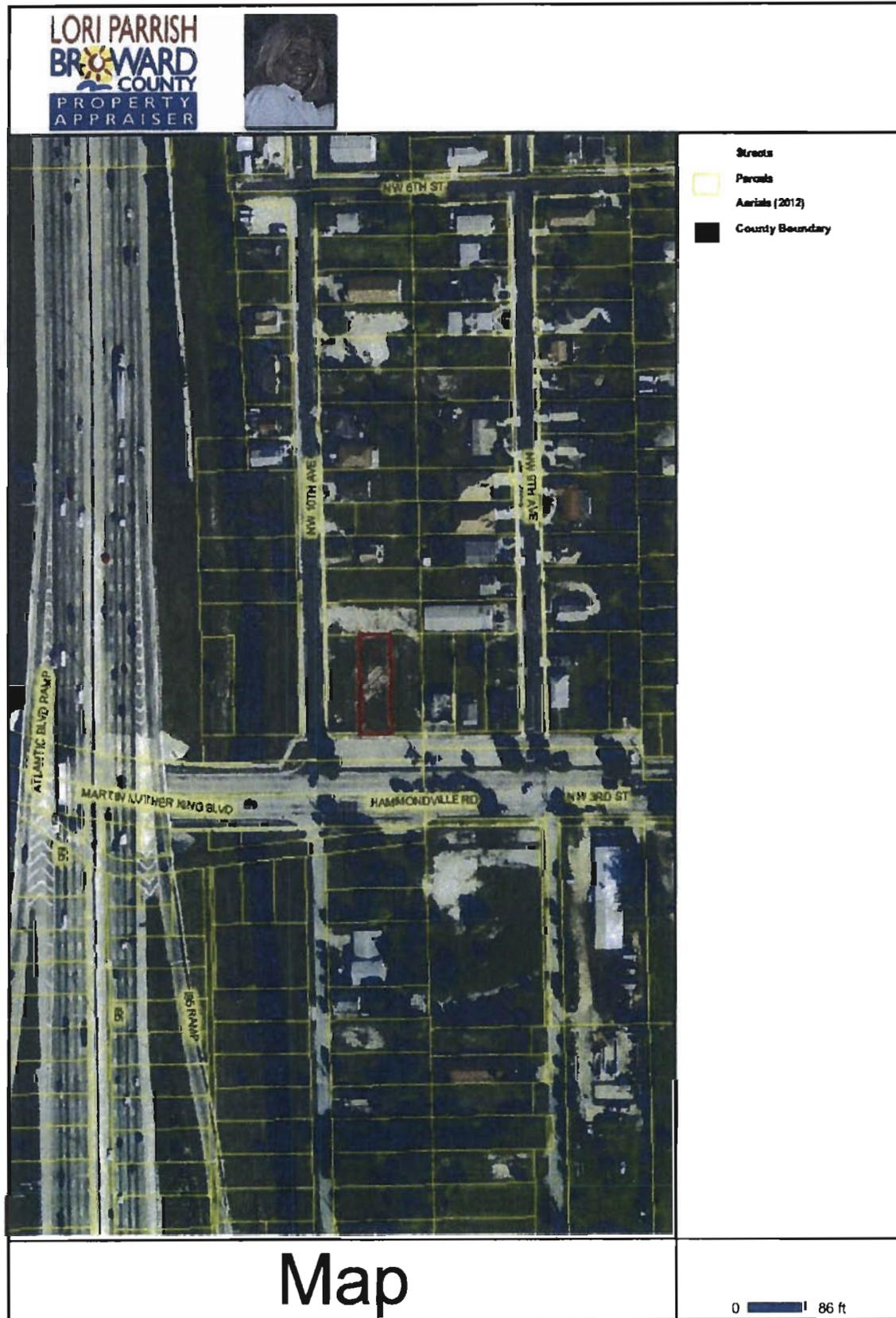
2012 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$37,260	\$37,260	\$37,260	\$37,260
Portability	0	0	0	0
Assessed/SOH	\$37,260	\$37,260	\$37,260	\$37,260
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 15	\$37,260	\$37,260	\$37,260	\$37,260
Taxable	0	0	0	0

Sales History				
Date	Type	Price	Book	Page
12/10/2004	WD*	\$900,000	38697	252
6/28/2001	WD*	\$100,000	31834	292
9/1/1973	WD	\$25,000	5481	277

Land Calculations		
Price	Factor	Type
\$675	55.20	FF
Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
15			3A					
L			3A					
1								



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