

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

6

Meeting Date: September 16, 2015

Agenda Item _____

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 SERVICE CONTRACT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND COLLECTIVE COMMUNITY INITIATIVE, LLC TO SERVE AS PROGRAM DIRECTOR WITHIN THE NORTHWEST COMMUNITY REDEVELOPMENT AREA; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

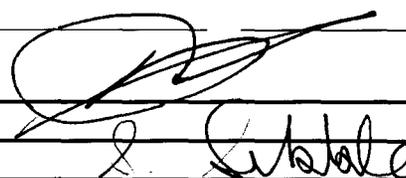
In December of 2014, the CRA contracted with Collective Community Initiative, LLC to be the Program Director for the Job Placement Center Program effective January 1, 2015. The success and growth of this program is largely due to the hard work and coordination efforts of Ms. Dahlia Baker. Since bringing this program "In House", it has expanded to not only a job placement program but job creation with an emphasis on job training. Within the past 9 months of the contract, Ms. Baker formed a successful partnership with the Turner School of Construction Management where graduates from this training program received a state recognized certification in the field of construction management; more than half of the graduates were from Pompano Beach. In addition, Ms. Baker successfully partnered with several other businesses to commit to holding job fairs and hiring events such as Sitel Corp. (Capital One Call Center), OHL, Kaufmann Lynn, Messam Construction and Rand Staffing to name a few. The current service contract expires on September 30, 2015; however, the contract can be renewed by the CRA's Co-Executive Directors based upon the same terms and conditions. Since the program has expanded to include additional Scope and Services, Collective Community Initiative, LLC is requesting that the contract be increased by \$8,000 to fairly compensate for the additional work performed. CRA Staff recommends that the CRA Board approve this contract renewal in the amount not to exceed \$60,000 annually with Collective Community Initiative, LLC.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Nguyen Tran  Ext. 7769
- (3) Expiration of contract, if applicable: September 30, 2016
- (4) Fiscal impact and source of funding: Account #150-1910-539.31-60, NW CRA Professional Services/Other Professional; Amount of \$60,000

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
<u>CRA Attorney</u>	<u>9/3/2015</u>	<u>Approved</u>	<u>Email Dated 09/03/15</u>

- CRA Executive Director
- CRA Director
- Finance Director



ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
<u>Results:</u>	<u>Results:</u>	<u>Results:</u>

CRA

POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33061

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

MEMORANDUM

To: CRA Board

From: Christopher J. Brown, Co-Executive Director
Kim Briesemeister, Co-Executive Director

Through: Nguyen Tran, NWCRA Director

Date: August 28, 2015

Subject: Collective Community Initiative, LLC Contract Renewal

Background

In 2010, the CRA issued a Request for Proposal for a firm to manage the CRA's Micro Enterprise Business Loan Fund, the Business Incubator Program and the Job Placement Center Program. International Enterprise Development, Inc. (IED) was the successful firm that was selected to administer all three programs. Over the years, the Job Placement Center program has seen the most success and continues to grow in attendance as well as the number of attendees being hired for local jobs. Much of that success is due to the hard work, outreach efforts and formed relationships with local businesses that were cultivated by Ms. Dahila Baker, IED's Program Manager for the Job Placement Center program.

In December of 2014, the CRA Board approved a Service Agreement with Collective Community Initiative, LLC, a company formed by Ms. Baker to run the Job Placement Center Program effective January 1, 2015. Over the past 9 month period, the Job Placement Center Program has evolved to become not only a job placement program but a job creation and job training program. This was evident with the successful partnership with the Turner School of Construction Management whereby upon graduation from the training program, participants received a State recognized certification with respect to the field of construction management.

In addition to the Turner School of Construction Management, Ms. Baker successfully partnered with several other businesses to commit to holding job fairs and hiring events such as Sitel Corp. (Capital One Call Center), OHL, Messam Construction and Rand Staffing to name a few. Ms. Baker is currently working on developing neighborhood enhancement programs such as the Paint, Pave, Plant and Train Program to assist the CRA in its redevelopment initiatives.

The current service contract expires September 30, 2015 with the option to renew with the same terms and conditions for an additional period of one (1) year. Due to the expanded scope of services, job duties and program direction, Collective Community Initiative, LLC is requesting an \$8,000 increase to the existing contract to fairly compensate for the additional work to be performed. Current contract on an annual basis amounts to \$52,000. Employment salaries from nearby cities for a CRA Program Manager or Community Development Manager range between mid 40's to mid 70's with the midpoint average being \$60,000 per year.



CRA

POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33061

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

Recommendation

CRA staff recommends approval of a 12 month contract with Collective Community Initiative, LLC in the amount not to exceed \$60,000 commencing October 1, 2015 with one, twelve month renewal period with the same terms and conditions that can be approved by the CRA Executive Directors effective October 1, 2016.



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 SERVICE CONTRACT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND COLLECTIVE COMMUNITY INITIATIVE, LLC TO SERVE AS PROGRAM DIRECTOR WITHIN THE NORTHWEST COMMUNITY REDEVELOPMENT AREA; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Service Contract between the Pompano Beach Community Redevelopment Agency and Collective Community Initiative, LLC to serve as Program Director within the Northwest Community Redevelopment Area, a copy of which 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 said Contract between the Pompano Beach Community Redevelopment Agency and Collective Community Initiative, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of September, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

SERVICE AGREEMENT
Collective Community Initiative, LLC
FY 2016

THIS SERVICE AGREEMENT (the “Agreement”) is made and entered into this _____ day of September 2015, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (the “CRA”) and Collective Community Initiative, LLC (the “Contractor”).

WHEREAS, the CRA requires services which Contractor is capable of providing under the terms and conditions described below; and

WHEREAS, Contractor is able and prepared to provide such services as the CRA requires under the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions stated in this Agreement, the parties agree as follows.

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit “A” – Scope of Work; Exhibit “B” insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. The CRA contracts with Contractor to serve as Program Director within the Northwest Community Redevelopment Area upon the terms and conditions stated in this Agreement.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit “A” (Scope of Work), attached to this Agreement, incorporated by reference, and made a part of this Agreement.

4. Term of Contract. This term of this Agreement shall be for a 12 month period commencing on October 1, 2015 and terminating on September 30, 2016.

5. Renewal. In the event the CRA determines the Contractor to be in full compliance with this agreement and Contractor’s performance to be satisfactory, then the CRA’s Co-Executive Director shall have the option to renew this agreement with the same terms and conditions for an additional period of one (1) year commencing October 1, 2016.

6. Maximum Obligation. The CRA agrees to pay Contractor in consideration for its services described in this Agreement. It is the intention of the parties hereby to insure that unless

otherwise directed by the CRA in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the agreement.

7. Price Formula. The CRA agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment not to exceed \$5,000 per month and not to exceed \$60,000 for the 12 month term of the contract.

8. Invoices. Contractor shall submit invoices to the CRA on a monthly basis on the first day of each month for services rendered in the preceding month.

9. Payment. All payments by the CRA shall be made after the service has been provided. All invoices shall be submitted to the CRA for approval and payment will be issued within forty five (45) days of submittal unless objected to by CRA.

10. Disputes.

A. Any factual disputes between CRA and the Contractor in regard to this Agreement shall be directed to the CRA Co-Executive Directors and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Collective Community Initiative, LLC
Attention: Ms. Dahlia Baker
457 SW 1 CT #306
Pompano Beach, FL 33060

If to CRA: Pompano Beach Community Redevelopment Agency
Attention: Christopher J. Brown, Co-Executive Director or Kim Briesemeister, Co-Executive Director
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by the CRA and the CRA shall cooperate in the carrying out of the work without undue delay. All information, data, reports, if any, which are furnished by Contractor will be the property of the CRA.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name the CRA as an additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to the CRA.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CRA.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the CRA, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment. Services under this Agreement will be required to be performed by Ms. Dahlia Baker.

18. Performance under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the CRA to inspect and audit all data and records of the Contractor, if any, relating to performance under this Agreement until the expiration of three years after final payment under this Agreement.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the CRA or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and

policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the CRA. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by the CRA, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the CRA.

22. Mutual cooperation. The Contractor recognizes that the performance of this Agreement is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the CRA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with the CRA and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

24. Waiver. Any waiver of any breach of the covenants contained in this Agreement to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

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

26. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

27. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

“CRA”

Signed, Sealed and Witnessed

In the Presence of:

Print Name: _____

Print Name: _____

POMPANO BEACH COMMUNITY

REDEVELOPMENT AGENCY

By: _____

LAMAR FISHER, CHAIRPERSON

ATTEST:

By: _____

MARGARET GALLAGHER, SECRETARY

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC,
a Florida limited liability company

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

Print Name: _____

By: _____

Kim Briesemeister, President

and

By: _____

Christopher J. Brown
a managing member

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this _____ day of _____, 2015, before me personally appeared LAMAR FISHER, Chairperson of the Pompano Beach Community Redevelopment Agency, and he acknowledged that he executed the foregoing instrument as the proper Official of the Pompano Beach Community Redevelopment Agency, and the same is the act and deed of said Pompano Beach Community Redevelopment Agency.

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 _____, 2015 by MARGARET GALLAGHER as 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)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, 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:

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 _____, 2015, 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:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Reminder of Page Left Intentionally Blank

“CONSULTANT”

Witnesses

Signature

Name Typed, Printed or Stamped

Signature

Name Typed, Printed or Stamped

By:

Collective Community Initiative, LLC

a Florida Limited Liability Company

Name Typed, Printed or Stamped

Title:

Address:

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this Sept day of 2015 by DAHLIA BAKER as MANAGER of Collective Community Initiative, LLC on behalf of Dahlia Baker. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA



CATHERINE TRENKLE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE839199
Expires 9/30/2016

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

EE839199

Exhibit A

SCOPE OF SERVICES FY 2016

PROJECT DESCRIPTION

Collective Community Initiative, LLC (“Contractor”) has been retained by the NW CRA to serve as a Program Director, to organize and facilitate the CRA’s Job Placement Center program. Contractor will promote advocacy of residents of the NWCRA district and the City of Pompano Beach for local jobs and to organize job related events through community outreach, distribution of collateral materials, website postings, newsletters, etc.

SCOPE OF SERVICES

Collective Community Initiative, LLC will assist the NW CRA with the following items.

Specific Management Services

- Facilitate Professional Employer Organization services to help Local Businesses and Small Business trades people / subcontractors overcome barriers to bidding directly as a prime or subcontracting with larger firms on City and CRA construction projects
- Act as a liaison between the CRA and the community to communicate the redevelopment vision and plans, available programs and job opportunities
- Organize, attend, and participate in special events and promotions advocating local job seekers, trades people and subcontractors participation as applicable. Responsible for related community outreach activities
- Collaborate with the Pompano Beach Chamber of Commerce, Career Source Broward, OESBD, Fort Lauderdale/Broward County Alliance, or similar workforce agencies on local job seekers, trades people and subcontracting opportunities
- Assist with the distribution of collateral materials (printed and other forms), web site postings and updates, newsletters, flyers, etc.
- Perform analysis and related duties as assigned
- Attend CRA staff, CRA Board, NW Advisory Committee, City and other collaborative agency meetings as required
- Build applicant sources and facilitate recruitment, selection, retention and professional development of local job seekers, trades people and subcontractors
- Create and implement workforce development and training plans which takes labor market analysis into consideration
- Engage employment contacts and assist clients with job placement including facilitating job-search workshops
- Facilitate supportive services/resources to assist in removing barriers that may prevent successful employment

- Monitor and record participants data for client follow-up and program evaluation
- Provide options for customers with employment or educational barriers
- Interact and coordinate services with other state and local agencies and programs
- Job Creation – Generate new opportunities for paid employment, especially for those who are unemployed.
- Economic Development – Build the area's capacity to adapt to economic change

General Management Services

- Meet individually with members of the NW CRA Advisory Committee to present programs, proposed projects, policies and financial plans and to receive feedback on same;
- Attend meetings and workshops of the NW CRA Advisory Committee and the CRA Board.
- Attend community meetings or CRA sponsored events within the community as required.

COMPENSATION

Contractor will provide the above described services not to exceed \$5,000.00 per month or \$60,000 annually for the 12 month term of the contract. The Contractor's invoices must state the number of hours and a description of the work conducted. No overtime pay will be granted.

Reimbursable expenses over one hundred dollars (\$100.00) must be approved in advance of incurring the expense by the Co-Executive Director of the CRA.

TERM OF CONTRACT

The contract period will commence on October 1, 2015 and expire on September 30, 2016 with the option of the CRA's Co-Executive Director to renew this contract with the same terms and conditions for an additional period of one (1) year commencing October 1, 2016.

EXHIBIT B

INSURANCE

COLLECTIVE COMMUNITY INITIATIVE, LLC shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance; Liability Insurance; Real and Personal Property; Excess Liability and Professional Liability Insurance with minimum coverage amounts acceptable to the CRA as set forth below. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. The policies of insurance shall be primary and written on forms acceptable to the CITY's Risk Manager and meet a minimum financial A.M. Best and Company rating of no less than Excellent. No changes are to be made to these specifications without prior written approval of the CITY's Risk Manager.

COLLECTIVE COMMUNITY INITIATIVE, LLC shall specifically protect the CRA and its Executive Director, Redevelopment Management Associates ("RMA"), by naming the CRA, CITY of Pompano Beach and RMA as additionally insured on the Comprehensive General Liability Insurance policies hereinafter described.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). COLLECTIVE COMMUNITY INITIATIVE, LLC further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance shall include the following checked types of insurance and indicated minimum policy limits.

<u>Type of Insurance</u>	<u>LIMITS OF LIABILITY Each Occurrence/Aggregate</u>
GENERAL LIABILITY	<i>MINIMUM \$100,000 per OCCURRENCE/\$200,000AGGREGATE</i>
* Policy to be written on a claims incurred basis	
XX comprehensive form	
XX premises - operations	bodily injury
— explosion & collapse	
— hazard	property damage
— underground	hazard
— products/completed	
— operations hazard	bodily injury and
XX contractual insurance	property damage
XX broad form property	combined damage

XX	independent contractors	
XX	personal injury	personal injury

AUTOMOBILE LIABILITY

MINIMUM \$100,000 per OCCURRENCE/\$200,000 AGGREGATE

		bodily injury (each person)
XX	comprehensive form	bodily injury <u>(each accident)</u>
XX	owned	<u>property damage</u>
XX	hired	bodily injury and property damage
XX	non-owned	combined

REAL & PERSONAL PROPERTY

___	comprehensive form show proof that it has this coverage	COLLECTIVE COMMUNITY INITIATIVE, LLC must
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EXCESS LIABILITY

___	umbrella form	bodily injury and property damage		
___	other than umbrella	combined	\$2,000,000	\$2,000,000

___	PROFESSIONAL LIABILITY * Policy to be written on a claims made basis		\$2,000,000	\$2,000,000
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COLLECTIVE COMMUNITY INITIATIVE, LLC shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for payment of all deductibles to which such policies are subject, whether or not the CRA or RMA is an insured under the policy.

COLLECTIVE COMMUNITY INITIATIVE, LLC shall provide the CITY's Risk Manager with the certification or proof of insurance of all insurance policies required under this Agreement within thirty (30) days after execution of this Agreement. The CITY's Risk Manager reserves the right at any time to review coverage, form and amount of insurance and also require a certified copy of such policies upon request.

No change(s) to the coverage required under this Agreement shall be made without prior written approval of the CITY's Risk Manager. All endorsements and certificates shall state that prior to expiration or cancellation of any and all policies required under this Agreement, the CITY's Risk Manager shall be given thirty (30) days notice by certified

mail, return receipt requested, to 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

Notice of Accident (occurrence) and Notice of Claims associated with the Work being performed under this Agreement, shall be provided to the COLLECTIVE COMMUNITY INITIATIVE, LLC's insurance company and the CITY's Risk Manager and the CRA as soon as practical after notice to the insured.

RESOLUTION NO. 2015-23

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND COLLECTIVE COMMUNITY INITIATIVE, LLC TO SERVE AS PROGRAM DIRECTOR WITHIN THE NORTHWEST COMMUNITY REDEVELOPMENT AREA; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That a Service Contract between the Pompano Beach Community Redevelopment Agency and Collective Community Initiative, LLC to serve as Program Director within the Northwest Community Redevelopment Area, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper officials are hereby authorized to execute said Contract between the Pompano Beach Community Redevelopment Agency and Collective Community Initiative, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 17th day of December, 2014.



LAMAR FISHER, CHAIRPERSON

ATTEST:



MARGARET GALLAGHER, SECRETARY

SERVICE AGREEMENT
Collective Community Initiative, LLC
FY 2015

THIS AGREEMENT is made and entered into this 17th day of December, 2014, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (the "CRA") and Collective Community Initiative, LLC (the "Contractor").

WHEREAS, the CRA requires services which Contractor is capable of providing under the terms and conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as the CRA does hereinafter require under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows.

1. **Contract Documents.** The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. **Purpose.** The CRA hereby contracts with Contractor to serve as Program Director within the Northwest Community Redevelopment Area upon the terms and conditions set forth herein.

3. **Scope of Work.** Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. **Term of Contract.** This Contract shall be for a 9 month period commencing on January 1, 2015 and terminating on September 30, 2015.

5. **Renewal.** In the event the CRA determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the CRA's Co-Executive Director shall have the option to renew this contract with the same terms and conditions for an additional period of one (1) year commencing October 1, 2015.

6. **Maximum Obligation.** The CRA agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the CRA in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. The CRA agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

\$25/hour, 40 hours per week, Payment not to exceed \$4,333.33 per month and not to exceed \$39,000 for the 9 month term of the contract.

8. Invoices. Contractor shall submit invoices to the CRA on a monthly basis on the first day of each month for services rendered in the preceding month.

9. Payment. All payments by the CRA shall be made after the service has been provided. All invoices shall be submitted to the CRA for approval and payment will be issued within forty five (45) days of submittal unless objected to by CRA.

10. Disputes.

A. Any factual disputes between CRA and the Contractor in regard to this Agreement shall be directed to the CRA Co-Executive Directors and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Collective Community Initiative, LLC
Attention: Ms. Dahlia Baker
457 SW 1 CT #306
Pompano Beach, FL 33060

If to CRA: Pompano Beach Community Redevelopment Agency
Attention: Christopher J. Brown, Co-Executive Director or Kim Briesemeister, Co-Executive Director
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by the CRA and the CRA shall cooperate in the carrying out of the work without undue delay. All information, data, reports, if any, which are furnished by Contractor will be the property of the CRA.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. **Force Majeure.** Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. **Insurance.** Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name the CRA as an additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to the CRA.

16. **Indemnity.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CRA.

17. **Assignment.** Contractor shall not assign all or any portion of this Agreement without the prior written consent of the CRA, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment. Services under this contract will be required to be performed by Ms. Dahlia Baker.

18. **Performance Under Law.** The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. **Audit and Inspection Records.** The Contractor shall permit the authorized representatives of the CRA to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the CRA or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. **Adherence to Law.** Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. **Independent Contractor.** The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the CRA. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by the CRA, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from the CRA.

22. **Mutual cooperation.** The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of the CRA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with the CRA and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

24. **Waiver.** Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

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

26. **Headings.** The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

27. **Severability.** Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The CRA hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and

specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the CRA by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

“CRA”

Signed, Sealed and Witnessed

In the Presence of:

Larry J. Fischer

Print Name: *LARRY J. FISCHER*

Shelby R. Bartholomew

Print Name: *Shelby R. Bartholomew*

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By:

Lamar Fisher
LAMAR FISHER, CHAIRPERSON

ATTEST:

By:

Mt *[Signature]*
MARGARET GALLAGHER, SECRETARY

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC,
a Florida limited liability company

Courtney Easley
Print Name: Courtney Easley

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

By: [Signature]
Kim Briesemeister, President

and
By: [Signature]
Christopher J. Brown
a managing member

Courtney Easley
Print Name: Courtney Easley

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this 17th day of December, 2014, before me personally appeared LAMAR FISHER, Chairperson of the Pompano Beach Community Redevelopment Agency, and he acknowledged that he executed the foregoing instrument as the proper Official of the Pompano Beach Community Redevelopment Agency, and the same is the act and deed of said Pompano Beach Community Redevelopment Agency.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

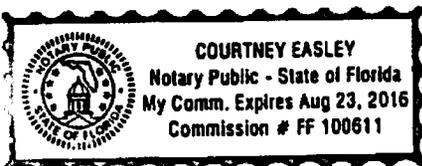
Christine Kendel Christine Kendel
(Name of Acknowledger Typed, Printed or Stamped)

FF039122
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of December, 2014 by MARGARET GALLAGHER as Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



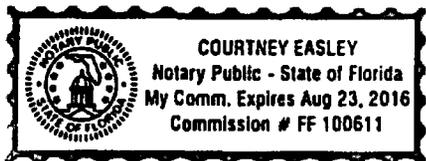
Courtney Easley
NOTARY PUBLIC, STATE OF FLORIDA

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

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of December, 2014, 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 Easley
NOTARY PUBLIC, STATE OF FLORIDA

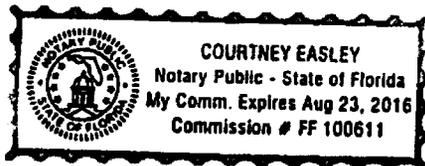
Courtney Easley
(Name of Acknowledger Typed, Printed or Stamped)

FF 100611
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of December, 2014, 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 Easley
NOTARY PUBLIC, STATE OF FLORIDA

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

FF 100611
Commission Number

"CONSULTANT"

Witnesses:

Courtney Easley
Signature

By: [Signature]
Collective Community Initiative, LLC

Courtney Easley
Name Typed, Printed or Stamped

DAHLIA BAKER
Name Typed, Printed or Stamped

Title: MANAGER

[Signature]
Signature

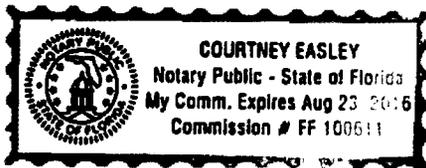
Address: 457 SW ICT #306
Pompano Beach FL 33060

Name Typed, Printed or Stamped

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of December, 2014 by Dahlia Baker as Manager of Collective Community Initiative, LLC on behalf of Dahlia Baker. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Courtney Easley
NOTARY PUBLIC, STATE OF FLORIDA
Courtney Easley
(Name of Acknowledger Typed, Printed or Stamped)

FF 100611
Commission Number

Exhibit A

SCOPE OF SERVICES FY 2015

PROJECT DESCRIPTION

Collective Community Initiative, LLC ("Contractor") has been retained by the NW CRA to serve as a Program Director, to organize and facilitate the CRA's Job Placement Center program. Contractor will promote advocacy of residents of the NWCRA district and the City of Pompano Beach for local jobs and to organize job related events through community outreach, distribution of collateral materials, website postings, newsletters, etc.

SCOPE OF SERVICES

Collective Community Initiative, LLC will assist the NW CRA with the following items.

Specific Management Services

- Facilitate Professional Employer Organization services to help Local Businesses and Small Business trades people / subcontractors overcome barriers to bidding directly as a prime or subcontracting with larger firms on City and CRA construction projects
- Act as a liaison between the CRA and the community to communicate the redevelopment vision and plans, available programs and job opportunities
- Organize, attend, and participate in special events and promotions advocating local job seekers, trades people and subcontractors participation as applicable. Responsible for related community outreach activities
- Collaborate with the Pompano Beach Chamber of Commerce, Career Source Broward, OESBD, Fort Lauderdale/Broward County Alliance, or similar workforce agencies on local job seekers, trades people and subcontracting opportunities
- Assists with the distribution of collateral materials (printed and other forms), web site postings and updates, newsletters, flyers, etc.
- Performs analysis and related duties as assigned
- Attend CRA staff, CRA Board, NW Advisory Committee, City and other collaborative agency meetings as required
- Build applicant sources and facilitate recruitment, selection, retention and professional development of local job seekers, trades people and subcontractors

General Management Services

- Meet individually with members of the NW CRA Advisory Committee to present programs, proposed projects, policies and financial plans and to receive feedback on same;

- Attend meetings and workshops of the NW CRA Advisory Committee and the CRA Board.
- Attend community meetings or CRA sponsored events within the community as required.

COMPENSATION

Contractor will provide the above described services on an hourly fee basis at a rate of \$25/hour, 40 hours/week, not to exceed \$4,333.33 per month and not to exceed \$39,000 for the 9 month term of the contract. The Contractor's invoices must state the number of hours and a description of the work conducted. No overtime pay will be granted.

Reimbursable expenses over one hundred dollars (\$100.00) must be approved in advance of an expense by the Executive Director of the CRA.

TERM OF CONTRACT

The contract period will commence on January 1, 2015 and expire on September 30, 2015 with the option of the CRA's Co-Executive Director to renew this contract with the same terms and conditions for an additional period of one (1) year commencing October 1, 2015.

EXHIBIT B
INSURANCE

COLLECTIVE COMMUNITY INITIATIVE, LLC shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance; Liability Insurance; Real and Personal Property; Excess Liability and Professional Liability Insurance with minimum coverage amounts acceptable to the CRA as set forth below. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. The policies of insurance shall be primary and written on forms acceptable to the CITY's Risk Manager and meet a minimum financial A.M. Best and Company rating of no less than Excellent. No changes are to be made to these specifications without prior written approval of the CITY's Risk Manager.

COLLECTIVE COMMUNITY INITIATIVE, LLC shall specifically protect the CRA and its Executive Director, Redevelopment Management Associates ("RMA"), by naming the CRA, CITY of Pompano Beach and RMA as additionally insured on the Comprehensive General Liability Insurance policies hereinafter described.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). COLLECTIVE COMMUNITY INITIATIVE, LLC further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance shall include the following checked types of insurance and indicated minimum policy limits.

<u>Type of Insurance</u>	<u>LIMITS OF LIABILITY</u> <u>Each Occurrence/Aggregate</u>
GENERAL LIABILITY	<i>MINIMUM \$100,000 per OCCURRENCE/\$200,000 AGGREGATE</i>
* Policy to be written on a claims incurred basis	
XX comprehensive form	
XX premises - operations	bodily injury
— explosion & collapse	
— hazard	property damage
— underground	hazard
— products/completed	
— operations hazard	bodily injury and
XX contractual insurance	property damage
XX broad form property	combined damage

XX	independent contractors	
XX	personal injury	personal injury

AUTOMOBILE LIABILITY

MINIMUM \$100,000 per OCCURRENCE/\$200,000 AGGREGATE

		bodily injury (each person)
XX	comprehensive form	bodily injury (each accident)
XX	owned	<u>property damage</u>
XX	hired	bodily injury and property damage
XX	non-owned	combined

REAL & PERSONAL PROPERTY

___	comprehensive form	COLLECTIVE COMMUNITY INITIATIVE, LLC must
	show proof that it has this coverage	

EXCESS LIABILITY

___	umbrella form	bodily injury and property damage		
___	other than umbrella	combined	\$2,000,000	\$2,000,000

___	PROFESSIONAL LIABILITY		\$2,000,000	\$2,000,000
	* Policy to be written on a claims made basis			

COLLECTIVE COMMUNITY INITIATIVE, LLC shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for payment of all deductibles to which such policies are subject, whether or not the CRA or RMA is an insured under the policy.

COLLECTIVE COMMUNITY INITIATIVE, LLC shall provide the CITY's RISK MANAGER the certification or proof of insurance of all insurance policies required under this Agreement within thirty (30) days after execution of this Agreement. The CITY's Risk Manager reserves the right at any time to review coverage, form and amount of insurance and also require a certified copy of such policies upon request.

No change(s) to the coverage required under this Agreement shall be made without prior written approval of the CITY's Risk Manager. All endorsements and certificates shall state that prior to expiration or cancellation of any and all policies required under this Agreement, the CITY's Risk Manager shall be given thirty (30) days notice by certified

mail, return receipt requested, to 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

Notice of Accident (occurrence) and Notice of Claims associated with the Work being performed under this Agreement, shall be provided to the COLLECTIVE COMMUNITY INITIATIVE, LLC's insurance company and the CITY's Risk Manager and the CRA as soon as practical after notice to the insured.