POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: July 18, 2017 Agenda Item 5

REQUESTED CRA BOARD ACTION:

X Resolution(s) ____ Consideration X Approval ____ Other

SHORT TITLE OR MOTION: **A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A REVISED LICENSE AGREEMENT BETWEEN THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF POMPANO BEACH FOR THE USE OF THE COMMERCIAL KITCHEN AT THE E. PAT LARKINS COMMUNITY CENTER, 520 MLK JR. BOULEVARD, POMPANO BEACH, FLORIDA, FOR A CULINARY KITCHEN INCUBATOR PROGRAM; PROVIDING AN EFFECTIVE DATE.**

Summary of Purpose and Why:
The Culinary Kitchen Incubator Program (KIP) has been created to support upcoming chefs and bakers venturing into their own food businesses. It will offer a shared workspace, equipment and business advice for small catering companies, food vendors, bakers and specialty-food makers. It is an opportunity to operate a food business legally out of a fully licensed commercial kitchen. This will create self-sufficient businesses that benefit themselves, their families, their community, and the whole city. The Culinary Incubator will also be a workforce development tool for future talent needs with programs designed to get kids excited about careers in the culinary industry.

The premises is to be used for development and operation of a culinary kitchen incubator program for the period of three (3) years. In order to operate the program out of a City facility by the CRA, a license agreement is required to be executed by both the City and the CRA. The companion item will come before you at the Commission meeting for City approval.

Staff recommends Approval.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:
(1) Origin of request for this action: Staff
(2) Primary staff contact: Nguyen Tran / Dahlia Baker Ext. 77869
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER
X CRA Executive Director		Kim Briesemeister	
X CRA Attorney		Claudia M. McKenna	
X Finance Director		A. Jeanne	

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

Resolution	Consideration	Other:
Results:	Results:	Results:

CRA
POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 545-7769
Fax: (954) 786-7836

MEMORANDUM

Date: July 18, 2017

To: Pompano Beach CRA Board

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

From: Nguyen Tran, Northwest CRA Director
Dahlia Baker, CRA Program Director

Subject: A License Agreement to operate a Culinary Kitchen Incubator Program (KIP) at the E. Pat Larkins Community Center

This item is regarding a License Agreement between the Pompano Beach Community Redevelopment Agency and the City of Pompano Beach for use of the commercial kitchen at the E. Pat Larkins Community Center, 520 MLK Jr. Boulevard, Pompano Beach, Florida, for a Culinary Kitchen Incubator Program (KIP).

The KIP will re-purpose the existing kitchen at the E. Pat Larkins Community Center to support entrepreneurial programs and business endeavors that will create jobs and grow small businesses. The program is holistic in approach by creating self-sufficient businesses that impact individuals, their families, their community and the city as a whole.

This is a joint City and CRA initiative.

The CRA Program will include culinary entrepreneurial business workshops, menu development, cooking, sanitation, hands-on cooking workshops, graduation, post-graduation technical assistance and access to the kitchen space for resident to grow their businesses. It will offer a shared workspace, equipment and business advice for small catering companies, food vendors, bakers and specialty-food makers. Many small entrepreneurs cannot secure funding for a full commercial kitchen, therefore this model provides an opportunity for culinary professional or individuals attempting to get into the culinary field to operate a food business legally out of a fully licensed commercial kitchen. The Culinary Incubator will also be a workforce development tool for future talent with programs designed to get local kids excited about careers in the culinary industry.

The City Program will include development and operation of the premises as a commercial kitchen where food trucks and other food service providers can rent to prepare food. Pricing is being defined and will be based on a resident and non-resident structure.

CRA
POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 545-7769
Fax: (954) 786-7836

Both programs are supported by the CRA's ongoing operation and management of both the green market and other retail spaces creating locations for business growth to occur. The attraction and development of the culinary arts program further supports and promotes the city's concept of developing an innovation district with cross promotion and access to talent, education and business development opportunities.

Board approval of the License Agreement is requested at this time. Staff with input from the NW Advisory Committee has formed a selection committee for recommendation on a manager for the Program and will introduce that candidate at the September CRA Board meeting.

Recommendation:
Staff recommends Approval

RESOLUTION NO. 2017-_____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A REVISED LICENSE AGREEMENT BETWEEN THE CRA AND THE CITY OF POMPANO BEACH RELATING TO USE OF THE COMMERCIAL KITCHEN AT THE E. PAT LARKINS COMMUNITY CENTER, 520 MLK JR. BOULEVARD, POMPANO BEACH, FLORIDA, FOR A CULINARY KITCHEN INCUBATOR PROGRAM; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The revised License Agreement between the Pompano Beach Community Redevelopment Agency and the City of Pompano Beach relating to use of the commercial kitchen at the E. Pat Larkins Community Center, 520 MLK Jr. Boulevard, Pompano Beach, Florida, for a culinary kitchen incubator program (the "Agreement"), a copy of which Agreement 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 Agreement, 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 June, 2017.

_____
LAMAR FISHER, CHAIRPERSON

ATTEST:

_____
CATHY TRENKLE, SECRETARY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017, by and between the **CITY OF POMPANO BEACH**, a Florida municipal corporation, hereinafter referred to as "LICENSOR" or "CITY," whose address for purposes of notice under this Agreement is 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060 and the **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes hereinafter referred to as "Licensee" or "CRA," and whose address is 100 West Atlantic Boulevard, Room 276, Pompano Beach, Florida, 33060.

WITNESSETH

WHEREAS, the CITY is the owner of certain real property located at 520 MLK Jr. Boulevard, Pompano Beach, Florida, known as the E. Pat Larkins Community Center, 520 MLK Jr. Boulevard, Pompano Beach, Florida (the "Property"); and

WHEREAS, located within the Property is a commercial kitchen (the "Premises") and

WHEREAS, LICENSEE, pursuant to its community redevelopment plan (the "NWCRA Plan") desires to establish a culinary kitchen incubator program (the "Program); and

WHEREAS, LICENSEE would like to use the Premises for the Program; and

WHEREAS, the CITY and LICENSEE desire to enter into this Agreement to set forth the duties and obligations relating to use of the Premises.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. PREMISES. CITY licenses to LICENSEE non-exclusive use of the Premises. Non-exclusive use means that the CITY will use its best efforts to make the Premises available to LICENSEE as needed; however, LICENSEE acknowledges that such use may be affected by use of the space for CITY purposes.

2. PURPOSE. The Premises shall be used for development and operation of a culinary kitchen incubator program as identified in the scope of authorization ("Scope") attached to this Agreement as Exhibit "A."

3. TERM. The term of this Agreement is for the period of one (1) year commencing on the date this Contract is fully executed by both parties (the "Term"). The Term may be extended by an additional two (2) periods of one (1) year upon written consent of both the City and the LICENSEE.

4. FEE. There shall be no fee associated with LICENSEE'S use of the Premises.

5. ACCEPTANCE OF PREMISES. LICENSEE acknowledges that it has made a thorough and complete inspection of the Premises, is fully advised of the condition, nature of construction and state of repair, and fully accepts the Premises in the present "as in" condition.

6. NO LIENS CREATED. LICENSEE covenants and agrees that LICENSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the Property or the Premises. Should any such lien be filed against CITY, LICENSEE shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. LICENSEE shall not be deemed to be the agent of CITY under any term, paragraph, condition or covenant of this Agreement.

7. TAXES AND EXPENSES. Except as otherwise provided in this License Agreement, LICENSEE shall not be obligated to pay real and personal property taxes, tangible or intangible taxes, sales taxes, assessments, utilities, insurance premiums, occupational licenses and other similar expenses for the Premises.

8. OPERATION.

Hours. LICENSEE agrees that the Premises will only be used in connection with the Program during the hours identified in the Scope.

Project Supervision. At all times, LICENSEE shall be responsible for supervising the Program.

Premises Restrictions. Use of the Premises is expressly restricted to the Program on behalf of the CRA. No private use of the Premises is permitted. LICENSEE shall be responsible for compliance with all terms and conditions of this License Agreement by each participant of the Program.

9. OPERATING COSTS.

A. LICENSEE agrees to pay promptly all operating costs incurred as a result of LICENSEE's use of the Premises, which are not by this Agreement an expense of the CITY, as listed in Exhibit D, attached hereto and by reference incorporated herein and made a part hereof.

B. LICENSEE shall deposit all garbage and trash generated by its operations on a daily basis in enclosed containers located on the Premises. LICENSEE shall provide for removal, at LICENSEE's cost, of any garbage and trash that does not fit within the enclosed containers located on the Premises. Said garbage and trash shall be properly disposed and not be left on the Premises.

10. IMPROVEMENTS. No improvements shall be made to the Premises by LICENSEE, unless such improvements are expressly authorized by CITY in writing and made at LICENSEE's sole expense.

A. Any improvements to the Premises by LICENSEE shall only be done by properly licensed persons in accordance with federal, state and local laws and ordinances.

B. LICENSEE and any subcontractors shall be responsible for obtaining and paying for all required permits.

11. REPAIRS, MAINTENANCE AND SURRENDER.

A. LICENSEE agrees at its expense to keep, maintain, and clean the Premises after every use, except as provided otherwise herein, in the same state of repair and condition as existed on the date of commencement of this Agreement, reasonable wear and tear expected. Such maintenance shall include, but not be limited to, cleaning windows, wiping tables, chairs, and equipment and washing floors.

B. LICENSEE at its expense agrees to deliver to CITY, upon the termination of this Agreement, the Premises in the same state of repair and condition as existed on the date of commencement of this Agreement, reasonable wear and tear expected.

C. CITY shall make all interior repairs related to CITY's use, exterior repairs, including repairs of the roof and sidewalks, as well as repairs as required because of water entering the Premises from the roof or other parts of the building or from other causes not under the control of LICENSEE. CITY shall maintain the exterior and interior of the Property and Premises in good condition. CITY shall maintain the exterior of the Property so as to maintain the value of the capital asset in a manner consistent with generally accepted landlord/tenant responsibilities. LICENSEE shall promptly report, in writing, to CITY any defective or dangerous conditions known to LICENSEE.

D. CITY shall not be liable to LICENSEE for damage to property of LICENSEE resulting from CITY's acts, omissions or neglect in the maintenance and operation of the Premises and the Property. Property of the LICENSEE includes property of each Program participant during the Term.

12. POSSESSION. As indicated in Paragraph 1 above, use of the Premises is non-exclusive. LICENSEE shall give the CITY as much advance notice as possible of its need to use the Premises.

13. RETENTION OF RECORDS AND RIGHT TO ACCESS. LICENSEE shall maintain during the term of this Agreement all records relating to use of the Premises, including records created by each Program participant during the Term, in accordance with all state and local laws relating to public records.

14. INSURANCE. Throughout the term of this Agreement, LICENSEE shall maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. CITY acknowledges that because LICENSEE is a statutory agency, LICENSEE may have the option of self-funding the required insurance coverage and providing the CITY with a Certificate of Self-Insurance which meets the required limits.

15. ASSIGNMENT AND SUBLEASING. The LICENSEE shall not, without prior approval of the CITY, assign or transfer this Agreement nor any share, part or interest in it, nor any of the rights or privileges granted by it, nor enter into any contract requiring or permitting the doing of anything under this Agreement by an independent contractor unless otherwise expressly provided in this Agreement. LICENSEE further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Premises, with any individual, partnership or corporation without prior approval of CITY, it being understood that the only activity that LICENSEE may conduct directly or indirectly, alone or through others, on, upon or from the Premises and facilities located there, be they demised to the others or under the control of CITY, is as authorized under the terms of this Agreement.

16. LAWS, ORDINANCES, AND PUBLIC RECORDS.

A. LICENSEE agrees to comply with all applicable state statutes, Broward County and CITY ordinances, and any safety requirements of all federal, state and local governments. LICENSEE shall maintain all required licenses from governmental agencies in full force and effect during the term of this Agreement.

B. Both CITY and LICENSEE acknowledge they are public agencies subject to Chapter 119, Florida Statutes. CITY and LICENSEE shall comply with Florida's Public Records Law, as amended.

17. INDEMNIFICATION. To the extent permitted by Section 768.28, Florida Statutes, and without waiving any of the rights, privileges and immunities contained therein, LICENSEE shall at all times indemnify, hold harmless and defend the CITY its officers, its authorized agents, and its employees hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this Agreement and with LICENSEE's officers, staff or other agents' actions, negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Property except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all 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 LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement. LICENSEE acknowledges that its use of The Community Center for no fee as provided in this Agreement, constitutes adequate consideration for the above indemnification.

18. OWNERSHIP AT TERMINATION. All non-moveable fixtures, alterations, improvements, structures, additions and modifications of every kind now existing or later erected, installed or placed within the Premises shall, at the end of the Term or earlier termination of this

Agreement, for any reason, be and become the property of CITY and shall be left in good condition and repair, ordinary wear and tear excepted, unless CITY at its option requires LICENSEE to remove all or a portion of same. In such event, LICENSEE at its sole expense shall promptly remove same. LICENSEE further agrees at its sole expense to promptly repair and restore all portions of the Premises to good condition upon such removal. A fixture is defined as an article which was a chattel, but which, by being physically annexed or affixed to the Premises by LICENSEE and incapable of being removed without structural or functional damage to the Premises, becomes a part and parcel of them. Non-fixture property personally owned by LICENSEE at the expiration of the Term or earlier termination of this Agreement, for any reason, shall continue to be owned by LICENSEE, and at the time of such expiration or earlier termination, LICENSEE at its option, may remove all such property, provided LICENSEE is not then in default of any covenant or condition of this Agreement; otherwise, all property shall remain on the Premises until the damages suffered by CRA from any such default have been ascertained and compensated. Any damage to the Premises caused by the removal by LICENSEE of any such property shall be repaired by LICENSEE immediately at its expense.

19. DEFAULT. It is agreed that upon any default by LICENSEE in keeping and performing any and all terms and conditions of this Agreement to be kept and performed by LICENSEE, CITY may, at its option, declare this Agreement terminated and may, after thirty (30) days written notice to LICENSEE to cure such default, re-enter and take possession of the Premises and terminate this Agreement immediately. The power granted in this paragraph to the CITY is in addition to any other rights or remedies which CITY may have under the existing laws of the State of Florida with regard to the removal of tenants, distress or other legal recourse. All rights and remedies available to CITY may be exercised concurrently or separately.

20. NON-WAIVER. The failure of the CITY to insist upon the strict performance of any of the covenants, conditions and agreements of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements, or as a waiver of any other covenants, conditions and agreements.

21. DAMAGE TO PREMISES. In the event the Premises or the Property of which the Premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by CITY at its expense as soon as funds are available, but CITY shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by LICENSEE or others pursuant to this Agreement. The CITY will not be liable for damage to the Premises.

A. CITY may elect, at its sole option, not to repair or reconstruct the Premises and upon written notice of such election from CITY to LICENSEE, the obligation of LICENSEE, shall cease and this Agreement shall thereupon terminate. However, if CITY does not give notice of termination, LICENSEE's obligation shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for LICENSEE in continued operation of business.

22. NOTICE. The parties to this Agreement shall be contacted at the following addresses:

LICENSEE: Executive Director
Pompano Beach CRA
100 West Atlantic Boulevard, Room 276
Pompano Beach, Florida 33060

CITY: City Manager
City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, FL 33060

23. RIGHT TO ENTER. CITY may enter the Premises at any time, so long as the same does not unduly interfere with the LICENSEE's conduct of its regular occupancy. In the event of an emergency, CITY shall not be required to give LICENSEE notice prior to entering the Premises.

24. SIGNAGE. LICENSEE, may, at its own expense, erect or place a sign for the advertising of the Program at the Premises so long as same complies with all applicable governmental rules, regulations, and ordinances, including the CITY's Sign Code and so long as LICENSEE obtains prior written approval from the CITY as to size, location and content. Thereafter, LICENSEE shall maintain said sign in a good state of repair, and shall repair any damage to the sign.

25. INSPECTION. CITY reserves the right to inspect the Premises at all reasonable hours in order to ensure compliance with this Agreement and with leasing rules and regulations in force from time to time and posted in visible locations or given to LICENSEE. LICENSEE agrees to observe those rules and regulations in connection with the use of the property and LICENSEE's obligations and responsibilities under this Agreement.

26. RISK OF LOSS. CITY shall not be liable for any loss by reason of damage, theft or otherwise to the tools, equipment, contents, belongings and personal effects of the LICENSEE or LICENSEE's agents, employees, guests or visitors, including Program participants during the Term, located in or about the Property, or for damage or injury to LICENSEE or LICENSEE's agents, employees, guests or visitors, including Program participants, during the Term.

27. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. TERMINATION. This Agreement may be terminated without cause by either party with (30) day's written notice.

29. PARAGRAPH HEADINGS. Paragraph headings of this Agreement are not part of the substance of this Agreement and shall have no effect upon the construction or interpretation of any terms, conditions or part of this Agreement.

30. INTEREST. It is expressly understood and agreed that no real or personal property is leased to LICENSEE; that LICENSEE is a licensee, and not a tenant; that the LICENSEE's right to occupy the property is subordinate to CITY's (or any franchisee of CITY) use of the Premises.

31. CONFLICT. In the event of any conflict or inconsistency between the terms of this Agreement and the LICENSEE's Program, the terms of this Agreement shall control.

32. GOVERNING LAW. This Agreement shall be construed and enforced according to the laws of the State of Florida, notwithstanding conflict of law provisions of the State of Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be institute and maintained only in courts of competent jurisdiction in Broward County, Florida.

33. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

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

Signed, Sealed and Witnessed
In the Presence of:

_____

Print Name:_____

_____

Print Name:_____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

By:_____
Lamar Fisher, Chairman

ATTEST:

_____
Cathy Trenkle, Secretary

Approved as to form

_____
Claudia M. McKenna, CRA Attorney

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

_____

Print Name:_____

By: _____

_____(Print Name),
a managing member

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 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 _____, 2017 by CATHY TRENKLE, 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 _____, 2017, by _____, as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. He/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

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Witnesses:

CITY OF POMPANO BEACH

_____

BY: _____
Lamar Fisher, Mayor

_____

BY: _____
Greg Harrison, City Manager

Attest:

_____
Asceleta Hammond, City Clerk

Approved as to Form:

_____
Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **GREG HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

L:AGR\CRA\2017-786

Exhibit A
Scope of Authorization
Culinary Kitchen Incubator Program

A. Introduction/Background

A Community Redevelopment Agency (CRA) is a dependent district established by City government for the purpose of carrying out redevelopment activities that include reducing or eliminating blight, improving the economic health of an area, and encouraging public and private investments in a CRA district. An important part of creating a CRA is the preparation and adoption of a CRA Master Redevelopment Plan, which sets forth the programs for improvement for the redevelopment area. The CRA sponsored Culinary Kitchen Incubator Program at the E. Pat Larkins Center will offer, through a series of free workshops, to future culinary entrepreneur's assistance in business services, food and supply procurement, necessary licensing requirements and provide assistance and guidance with compliance with health regulations.

B. Objective

The objective of this program is to provide free workshops to future culinary entrepreneurs who lack business experience. This program shall assist in mitigating typical challenges such as issues related to facility costs, regulatory compliance procedures, and additionally, will provide assistance with the application for health regulations and licensing.

C. Scope of Work

This program shall utilize either the (B side, west) or (A-stage side) and the kitchen area of the E. Pat Larkins Center located at 520 MLK Blvd, Pompano Beach, FL 33060 on Wednesdays between the hours of 5:30pm and 9:00pm. This program provides instruction in, but not limited to:

- Operational business services
- Food and Supply procurement
- Best practices in the kitchen, to include preparation, cooking, and sanitation
- Food plating, packaging, and marketing instruction
- Overview of facility costs
- Regulatory compliance
- Assistance in the application process for health regulations and licensing

All Instructors shall:

- Be Certified Food Handlers
- Be a Graduate of an Accredited Culinary School with experience in Management

D. Program Schedule

During the term of this agreement, set up for the program shall begin no earlier 5:30pm and clean-up of the programs shall conclude at 9:00pm. If additional space, time or days are

requested, LICENSEE must provide a written request at least thirty (30) days in advance to be approved by the Recreation Programs Administrator or designee.

E. Summary Schedule of Tasks and Deliverables

Schedule - A minimum of thirty (30) days prior to commencing the initial workshop and each subsequent workshop , LICENSEE shall be required to submit in writing a detailed schedule to include, but not limited to, start dates and conclusion dates of each workshop and a roster of participants with contact information, for approval by the Recreation Programs Administrator or designee. Additionally, LICENSEE shall ensure that youth program participants not remain within the facility no more than 30 minutes of the conclusion of each class.

Equipment- LICENSEE shall maintain two (2) stand-alone storage locker(s), and or cage(s) on site with approval from the City. The City may provide additional storage space at its sole discretion.

Inspection - An inspection will be conducted by the CITY prior to and at the conclusion of the program to ensure that the facility is in accordance with the approved site layout. When implementing the site layout LICENSEE shall ensure that no damage is done to the facility.

Trash and Clean-up of Area - LICENSEE shall be responsible for clean-up and removal of all food items, supplies (food, cooking utensils, cookware, etc.) and trash from the area during and after the program. LICENSEE also agrees that all kitchen areas, surfaces and appliances must be left clean and all garbage must be disposed of properly in the dumpster located on premises.
LICENSEE shall further be responsible for the dismantling and removal of any supplies and equipment.

Background Checks and Waivers - LICENSEE, its employees, volunteers; subcontractors and all other agents providing services under this Agreement shall comply with the CITY's Youth Programs Background Screening Policy as set forth in Exhibit D. At least two (2) weeks prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator or designee a completed and fully-executed Release on all such persons so that CITY, at the sole cost of LICENSEE, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy. Additionally, each registrant shall execute a waiver and release, set forth as Exhibit C, prior to participating in the workshops.

Sanitation - LICENSEE shall provide sanitation of food facility in accordance with applicable laws and regulations of the State of Florida Department of Hotel and Beverage and the Broward County Health Department.

EXHIBIT B

INSURANCE REQUIREMENTS

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

LICENSEE is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

Throughout the term of this Agreement, LICENSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. LICENSEE 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.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE's negligent acts or omissions in connection with LICENSEE's performance under this Agreement.

(2) Such Liability insurance shall include the following <u>checked types of insurance</u> and indicated minimum policy limits.

Type of Insurance		Limits of Liability
GENERAL LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis		
XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
XX	explosion & collapse hazard	
__	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
XX	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate
__	liquor legal liability	Minimum $1,000,000 Per Occurrence and Aggregate

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AUTOMOBILE LIABILITY:		In an amount acceptable to the City's Risk Manager
XX	comprehensive form	
__	owned	
__	hired	
__	non-owned	

REAL & PERSONAL PROPERTY			
XX	comprehensive form	Agent must show proof they have this coverage.	

EXCESS LIABILITY		Per Occurrence	Aggregate
XX	other than umbrella	bodily injury and property damage combined	$1,000,000	$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis	$1,000,000	$1,000,000

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(3) If Professional Liability insurance is required, LICENSEE agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

>All Felony Offenses, other than those for violence, sex, or offenses involving children, within the past seven (7) years of the date of the application. Examples include but are not limited to: drug offenses, theft.

3. <u>MISDEMEANORS</u>

>All Misdemeanor offenses involving violence within the past five (5) years of the application date. Examples include but are not limited to: simple battery, assault, domestic violence.

>Any three (3) or more Misdemeanor drug offenses or alcohol offenses, or any combination of same within the past five (5) years of the application date. Examples include, but are not limited to, driving under the influence, possession of marijuana, disorderly conduct, possession of drug paraphernalia.

>Any other Misdemeanor offense within the past five (5) years of the application date that would be considered a potential danger to children or that is directly related to the function of that coach. Examples include but are not limited to contributing to the delinquency of a minor, providing alcohol to a minor, petty theft of money.

(b) Pending prosecution of offenses listed under subsection (a.) above.

(c) Falsification of any requested information on the application.

TITLE:	Youth Program Background Screening Policy	**Number:**	500.06
		Revised:	**8-2-10**

(d) Any person who at the time of the application is serving a period of Community Control or probation for any offense. No such person shall be eligible until all supervision has terminated and all provisions of the sentence have become final.

Dennis W. Beach, City Manager

Background Consent/Release Form

Organization _____

Applicant's Legal Name (printed)

_____

Social Security Number _____ **Date of Birth** _____

Applicant's Address

_____

City _____ **State** _____ **Zip** _____

I, _____, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- **Criminal background records/information**
- **Sex Offender Registry Checks**
- **Addresses**
- **Social Security Verification**

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name:

_____ **Date:** _____

Signature:

_____

Exhibit D

CITY OF POMPANO BEACH
ADMINISTRATIVE POLICY

TITLE:	Youth Program Background Screening Policy	**Number:**	500.06
		Effective:	3-10-04
		Revised:	8-27-07
		Revised:	7-23-08
		Revised:	8-2-10

In an effort to ensure that the City of Pompano Beach provides a safe place for children to learn and enjoy recreation programs, and in an effort to acquire and retain volunteers and instructors who are more likely to safely interact with participants in programs, the Parks and Recreation Department will conduct criminal background screening on all prospective volunteers and instructors, and based upon the recommended guidelines for credentialing set by the National Recreation and Park Association, shall establish and enforce criteria for disqualification of applicants.

(1) The following shall constitute grounds for disqualification of an applicant:

(a) The applicant has been found guilty of any of the following crimes listed below:

"Guilty" means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea, accompanied by a court finding of guilt, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. Acquittal, Nolle Prosse, or dismissal of charges shall not be included in said definition:

1. <u>SEX OFFENSES INVOLVING CHILDREN</u>

>All Sex Offenses and Offenses involving children or the abuse of children – regardless of the amount of time since offense. Examples include but are not limited to child molestation, rape, sodomy, prostitution, indecent exposure.

2. <u>FELONIES</u>

>All Felony Offenses involving violence – regardless of the amount of time since the offense. Examples include but are not limited to: murder, attempted murder, manslaughter, aggravated battery, aggravated assault, kidnapping, robbery.

Exhibit E

CITY's in-kind benefit to LICENSEE for Program Activities

Name of Event: Culinary Kitchen Incubator Program

Event Date: Wednesdays - 48 Classes Per year

Company/Organization: Community Redevelopment Agency (CRA)

Representative: Dahlia Baker, Chris Brown

Address: 100 West Atlantic Blvd, Room 276 Pompano Beach, FL 33060

FACILITY RENTAL COSTS

Type (Facility Rental - Fees include personnel costs; a non-refundable application fee of $25.00; a refundable security deposit of $200.00)

Application fee and Security Deposit					Cost	$225.00	
Kitchen Fee - Wednesdays (48 Classes per Year x $50)	Time Frame		6pm-8:30pm	Kitchen	Cost	$2,400.00	
Resident Business Rental - Wednesdays (48 x $150)	Time Frame		6pm-8:30pm	Auditorium	Cost	$7,200.00	
						Total waived :	**$9,825.00**

TOTALS

Estimated Totals

Service Worker ($17 per hour x 2.5 hours x 48 days) $2,040.00

Estimated Staffing Total to be waived: **$2,040.00**

Total City Donation: **$11,865.00**

Applicant's Signature Date

City Representative's Signature Date