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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM Special Item No. 1

TO: Honorable Chairman Joe A. Martinez and Members, West Perrine Community Redevelopment Agency

DATE: September 4, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution approving the grant agreement between Rebuilding Together Miami-Dade, Inc. and the West Perrine Community Redevelopment Agency in the amount of $50,000.00
Resolution No. CRA-2-12 West Perrine

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

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Memorandum

Date: September 4, 2012

To: Honorable Chairman Joe A. Martinez
and Members, West Perrine Community
Redevelopment Agency

From: Carlos A. Gimenez
Mayor

Subject: Memorandum of Understanding between the West Perrine Community Redevelopment Agency and Rebuilding Together Miami-Dade, Inc. for the Residential Grant Program

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Recommendation
It is recommended that the West Perrine Community Redevelopment Agency Board (Board) adopt the attached Resolution approving a Memorandum of Understanding (Agreement) between the West Perrine Community Redevelopment Agency (Agency) and Rebuilding Together Miami-Dade, Inc. (Rebuilding Together) to help implement the Agency's Residential Rehabilitation Program (Rehabilitation Program) within the West Perrine Community Redevelopment Area (Area) and authorize its execution by the Chairperson or the Chairperson's designee.

Scope of Agenda item
This resolution approves the Agreement with Rebuilding Together to assist the Agency in implementing the Rehabilitation Program in the Area, which lies within County Commission District 9.

This funding will be used to rehabilitate residential dwelling units to reduce the incidence of slum and/or blighted conditions.

Fiscal Impact/Funding Source
The Residential Rehabilitation Program is funded in the Agency's FY 2011-12 budget at $50,000. The funding will be used entirely for the rehabilitation of housing within the Area, not for administrative expenses associated with the program.

The CRA's major revenue source is tax increment financing (TIF), which is generated through the incremental growth of countywide and unincorporated municipal service area ad valorem tax revenues beyond the established base year, as defined in Section 163.387 of Florida State Statutes. This program will improve the visibility and aesthetics of the area, therefore enhancing property values and generating additional TIF revenue in future years. Additionally, the program will help low-income homeowners, particularly those who are elderly, veterans, and disabled, to rehabilitate, preserve and revitalize their residential dwelling units.

Track Record/Monitor
The Office of Management and Budget will monitor the Agreement with Rebuilding Together.

Background
On June 5, 2007, the Board of County Commissioners approved the establishment of the Agency when it approved the Agency's Community Redevelopment Plan (Plan) pursuant to Resolution No. R-744-07, and the funding of the Plan when it enacted Ordinance 07-79 (Trust Fund). The Agency adopted the Rehabilitation Program on June 7, 2011 (Resolution No. CRA 02-11).

One of the Redevelopment Plan goals is to enhance the aesthetics of the area's residential dwellings to enhance visibility and area aesthetics in an effort to bring about increased property values and foster community pride in their neighborhoods. The implementation of this program furthers the

Agency's mission to reduce slum and blight in the area, the reason for which the Agency was created. By partnering with Rebuilding Together, the Agency will leverage the funds allocated to the Residential Rehabilitation Program by: 1) tapping into years of experience of a non-profit organization providing assistance to qualified home-owners in Miami-Dade County to rehabilitate, preserve, and revitalize their homes; 2) working with corporate sponsors to obtain in-kind donations; 3) organizing volunteers to participate in the rehabilitation taking place in the Area.

Rebuilding Together. is a 501(c)(3) non-profit foundation whose mission is to preserve and revitalize houses and communities, assuring that low-income homeowners, particularly those who are elderly and disabled, live independently and with dignity. Its goal is to make a sustainable impact in partnership with communities. The Miami-Dade County chapter of this national organization, with a network of more than 200 affiliates, has been providing year-round services to our community since 1993. Through the support of corporate sponsors, local businesses and the hands-on work of volunteers, the organization donates approximately $250,000 in market value each year from volunteer efforts. The organization's office is located at 1533 Sunset Drive, Suite 150, Miami, Florida. In order to accelerate the implementation of this much needed program in the Area, it is recommended that Rebuilding Together be selected as they have a presence in the community, have a good history of providing help to the community and can implement the program immediately. Additionally, the Agency's funds will be combined with other funding that Rebuilding Together has obtained and will have a greater impact in the community as a result.

Homeowners benefiting from the services provided by Rebuilding Together are selected in accordance with established criteria such as being low-income, elderly, disabled or veteran and unable to do the work themselves. Referrals are made through community and religious organizations, service groups or by individuals in the community. Candidates seeking Rebuilding Together services must complete an application, interview process, and allow staff to make a home assessment to determine the work scope needed. Those applicants that meet all the required qualifications are placed on a waiting list for scheduling. While repairs are free of charge to qualifying homeowners, they and their family members must work alongside volunteers. Typically, Rebuilding Together identifies sponsors who provide free labor to complete tasks such as new plumbing, roof repairs, interior wall replacement, and installation of air conditioning units, carpeting, flooring, paining, extermination services and new appliances. Sponsors also donate in-kind services, beverages and food for volunteers.

Edward Marquez
Deputy Mayor

Attachments

Special Item No. 1
9-4-12

RESOLUTION NO. CRA-2-12 West Perrine

RESOLUTION APPROVING THE GRANT AGREEMENT BETWEEN REBUILDING TOGETHER MIAMI-DADE, INC. AND THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY IN THE AMOUNT OF $50,000.00; AND AUTHORIZING THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY CHAIRMAN TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF AGENCY AND TO EXERCISE ANY AMENDMENTS, MODIFICATIONS, CANCELLATION AND TERMINATION PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, pursuant to the West Perrine Community Redevelopment Agency's ("Agency") Redevelopment Plan ("Plan"), the Agency may provide financial incentives for the purpose of stimulating redevelopment, economic growth and the physical enhancement of the Redevelopment Area, including rehabilitating residential dwelling units in order to help homeowners, while also reducing the incidence of slum and/or blighted conditions; and

WHEREAS, the Agency has allocated in its Fiscal Year 2011-12 budget an amount of Fifty Thousand and 00/100 dollars ($50,000.00) for Residential Redevelopment Grant ("Grant"); and

WHEREAS, the Agency desires to partner with a not-for profit organization to assist the Agency to rehabilitate, preserve, and revitalize residential dwelling units in the Redevelopment Area; and

WHEREAS, Rebuilding Together Miami-Dade, Inc. ("Rebuilding Together") is a 501(c)(3) non-profit foundation, whose mission is to, among other things, rehabilitate, preserve and revitalize residential dwelling units, assuring that low-income homeowners, particularly those who are elderly and disabled, live independently and with dignity; and

WHEREAS, Rebuilding Together has expressed its desire to accept the Grant subject to the terms, conditions and restrictions set forth in that certain Grant Agreement ("Agreement") to fund the administration of the grant programs adopted by the Agency; and

WHEREAS, the Board desires to approve the Agreement; and

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1. The matters contained in the foregoing recitals are incorporated in this Resolution by reference.

Section 2. The Agency approves the Agreement between Rebuilding Together Miami-Dade, Inc. in substantially the form attached hereto and incorporated by reference.

Section 3. The Agency authorizes the Agency's Chairman to execute the Agreement on behalf of the Agency; and further authorizes the Chairman to exercise amendments, modifications, cancellation, and termination clauses, and to exercise all other rights contained therein.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**absent**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**absent**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day, of September, 2012.

WEST PERRINE COMMUNITY
REDEVELOPMENT AGENCY BY ITS
BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2012, by and between the **WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic (the "CRA") having an address at c/o Miami-Dade County, Community Redevelopment and Economic Policy Division, 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128 and **REBUILDING TOGETHER MIAMI-DADE, INC.**, a Florida non profit corporation (the "Grantee") having an address at 1533 Sunset Drive, Suite 150, Miami, Florida 33143.

RECITALS

1. Pursuant to its Redevelopment Plan, the CRA may provide financial incentives to businesses for the purpose of stimulating redevelopment, economic growth and the physical enhancement of the West Perrine Redevelopment Area including rehabilitating residential dwelling units in order to help homeowners, while also reducing the incidence of slum and/or blighted conditions in the CRA Redevelopment Area.

2. The mission of the Grantee is to, among other things, rehabilitate, preserve and revitalize residential dwelling units, assuring that low-income homeowners, particularly those who are elderly and disabled, live independently and with dignity.

3. The CRA has approved a grant to the Grantee in the amount of Fifty Thousand and 00/100 Dollars ($50,000.00) (the "Grant") in accordance with the terms and conditions of this Agreement.

4. The Grantee desires to accept the Grant subject to the terms, conditions and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

Section 1. **Recitals.** The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

Section 2. **Effective Term.** The term of this Agreement shall commence on the date when it has been executed by both parties (the "Effective Date") and shall continue until the Grant has been expended by the Grantee, provided the terms hereof shall survive the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder, and also to the extent such terms expressly survive the termination of this Agreement.

Section 3. **Disbursement of Grant; Use of Grant Proceeds.** As soon as practicable after the Effective Date, the CRA shall disburse the Grant to the Grantee. The Grantee shall use the

Grant solely for hard and soft costs for the rehabilitation, preservation and revitalization of residential dwelling units in the CRA Redevelopment Area. Without limiting the foregoing, the Grant shall not be used for Grantee's administrative costs and expenses.

Section 4. **Relationship of the Parties.** The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the CRA, but are only recipients of funding support, and is not an agent or instrumentality of the CRA or entitled to any employment benefits by the CRA. The Grantee will not look to, nor seek to hold liable, the CRA, its board members, employees, consultants, attorneys and/or agents (collectively the "Related Parties") for the performance or non-performance of this Agreement and agrees to hold the CRA and the Related Parties harmless and release the CRA and the Related Parties from any and all claims and liability under this Agreement.

Section 5. **No Assignment.** This Agreement and the Grant are not transferable to any other parties. If the Grantee assigns, transfers, or conveys this Agreement and/or the Grant, in whole or in part, during the term of this Agreement, this Agreement shall terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received.

Section 6. **Records, Reports, Audits, Monitoring and Review.**

6.1 The Grantee shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Grant and agrees to provide the CRA with expenditure reports as to the use of the Grant. Upon the request of the CRA, all such books and records of the Grantee which relate to the Project shall be available for inspection and audit by the CRA or any of its authorized representatives at all reasonable times during normal business hours. The CRA shall be entitled to make such copies of the books and records as the CRA deems appropriate.

6.2 The Grantee's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following the Funding Termination Date. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

Section 7. **Breach of Agreement; Remedies.**

7.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (b) Grantee fails to submit expenditure report as required by this Agreement or submits incorrect or incomplete proof of expenditures; (c) the Grantee refuses to allow the CRA access to records or refuses to allow the CRA to monitor, evaluate and review the Grantee's projects; (d) a transfer or assignment occurs as set forth in Section 5 above, (e) Grantee fails to comply with applicable laws; (f) the Grantee discriminates in violation of any Federal, State or local law; (g) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; and/or (h) Grantee breaches any other covenant or requirement set forth in this Agreement..

7.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 7.1 above, in addition to all rights and remedies available at law or in equity, the CRA may terminate this Agreement by giving written notice to the Grantee of such termination and by specifying the termination date at least five (5) days before the effective date of termination. In the event of termination, the CRA may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the CRA and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

7.3 No Waiver. No express or implied consent or waiver by the CRA to or of any breach or default by the Grantee in the performance or non-performance by the Grantee of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Grantee of the same or any other obligations of such other Party hereunder. Failure by the CRA to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the CRA of its rights hereunder. The giving of consent by the CRA in any one instance will not limit or waive the necessity to obtain the CRA's consent in any future instance.

Section 8. Indemnification by Grantee. The Grantee hereby covenants and agrees to indemnify and hold harmless the CRA and the Related Parties from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the CRA and the Related Parties may suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arise out of, relating to or resulting from the performance or non-performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to CRA) all claims, suits or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the CRA's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 9. Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the CRA designate the following as the respective places for giving such notice:

CRA:	West Perrine Community Redevelopment Agency c/o Miami-Dade County, Community Redevelopment and Economic Policy Division 111 N.W. 1st Street, Suite 2210 Miami, Florida 33128 Telephone No. (305) 375-1543 Facsimile No. (305) 372-1689
Copy to:	Estephanie Resnick, Esq., County Attorney 111 N.W. 1st Street, Suite 2210 Miami, Florida 33128 Telephone No. (305) 375-1331 Facsimile No. (305)
Grantee:	Rebuilding Together Miami-Dade, Inc. 1533 Sunset Drove, Suite 150 Miami, Florida 33143 Attn: Executive Director Telephone No. (305) 661-7472 Facsimile No. (305) 663-9676
Copy to:	_____ _____ _____ Telephone No. (305) _____ Facsimile No. (305) _____

Section 10. **Inspections.** At any time during normal business hours, the CRA or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

Section 11. **Limitation of Liability.** The CRA desires to enter into this Agreement only if in so doing the CRA can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of $100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the CRA for any action or claim arising from this Agreement to be limited to the sum of $100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that CRA shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of $100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CRA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 12. Miscellaneous.

12.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the CRA. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the CRA as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements and signs recognize the CRA for the support of all contracted activities. Grantee shall permit, or cause the landlord to permit, as applicable, a sign to be placed upon the Property by the CRA relative to this Agreement.

12.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, and County laws, rules and regulations.

12.3 Modifications. Any amendments, variations, modifications, extensions or waivers of provisions of this Agreement shall only be valid if in writing, duly approved by the CRA Board and signed by both parties.

12.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.6 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and the Grantee and supersedes all prior negotiations, representations or agreements, either written or oral.

12.7 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

12.9 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

12.10 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

12.11 Survival. All terms and provisions of this Agreement shall survive the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

GRANTEE

REBUILDING TOGETHER MIAMI-DADE, INC.,
a Florida non profit corporation

By:_____

Name:_____

Title:_____

CRA:

WEST PERRINE COMMUNITY REDEVELOPMENT
AGENCY, a public body corporate and politic

By:_____
Joe A. Martinez, Chairman

Attest:

By:_____
Clerk of the Board

Approved as to form and legal sufficiency:

By:_____
Estephanie Resnick, County Attorney