

City of Boca Raton



Incorporated 1925

RESOLUTION

27-2022

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A RESOLUTION OF THE CITY OF BOCA RATON
AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE FRIENDS OF N.
DIXIE BOCA, INC. FOR THE PURPOSE OF PROVIDING
FUNDING ASSISTANCE ASSOCIATED WITH THE
EFFORTS TO CHANGE AND IMPROVE DIXIE HIGHWAY
NORTH OF N.E. 20TH STREET; PROVIDING FOR
SEVERABILITY; PROVIDING FOR REPEALER;
PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Boca Raton desires to enter into an agreement with the Friends
of N. Dixie Boca, Inc. ("Friends") for the purpose of providing funding assistance associated with
the efforts to change and improve Dixie Highway north of N.E. 20th Street; and

WHEREAS, such agreement has been prepared and a copy thereof is attached hereto:
now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA
RATON:

AGREEMENT

Between

THE CITY OF BOCA RATON

and

FRIENDS OF N. DIXIE BOCA, INC.

THIS AGREEMENT is entered into this 1st day of April, 2022, by and between the CITY OF BOCA RATON ("City") a Florida body corporate and politic, and FRIENDS OF N. DIXIE BOCA, LLC., a Florida Not-for-profit corporation ("Friends"), with a mailing address at 1950 SW 7th Court, Boca Raton, FL 33486.

RECITALS

WHEREAS, the City is desirous of facilitating activities which may contribute positively to the future development of the City and enhance the sense of community for its residents; and

WHEREAS, after receiving and reviewing the proposal from Friends of N. Dixie Boca, LLC., which is attached hereto as Exhibit "A," and made a part hereof, the City Manager has found and determined that it would be beneficial to the community and a proper public purpose under Chapter 163, Part III, Florida Statutes, to support the Friends efforts to evaluate possible changes and improvements through a grant of funds upon the terms and conditions hereinafter described;

NOW THEREFORE, for the mutual considerations described herein and other good and valuable consideration, the parties agree as follows:

1. GRANT AMOUNT

Subject to the terms and conditions herein, and as appropriated as part of the City's 2021-2022 budget, the City agrees to provide Friends with a grant in the amount of sixteen thousand dollars (\$16,000.00) ("Grant Funds"), for the purpose of providing support for a program to explore potential options to change and improve Dixie Highway north of NE 20th Street (the "Program").

2. TERMS OF FUNDING

2.1 City agrees to provide the above Grant Funds to Friends under the terms and conditions of this Agreement.

2.2 Friends agrees that the Grant Funds will be used exclusively for costs and expenses associated with the efforts to change and improve Dixie Highway north of NE 20th Street, more specifically provided for in Section 2.5 herein.

2.3 Friends hereby affirms their understanding that the Grant Funds are being provided to accomplish a concrete public purpose, and hereby commits and warrants that it will only use such Grant Funds in furtherance of the accomplishment of such public purpose.

2.4 Friends agrees to provide an accounting to the City, on or before the termination or expiration of this Agreement, to demonstrate that the Grant Funds were used appropriately and to accomplish the described public purpose, and consistently with the terms of the Agreement. Friends shall submit to the City supporting documentation for Grant Fund expenditures which may include, but is not limited to, detailed invoices, contractor agreements, canceled checks, electronic fund transfer confirmations, payroll records and/ or third-party pay stubs. Friends shall retain all records relating to such expenditures for a period of no less than five (5) years.

2.5 Friends will use the grant funds only for costs Friends incurs in its efforts to evaluate possible changes and improvements, which costs, set out in Attachment A, are as follows: (1) as a reimbursement of the funds required for the formation of a non-profit organization to oversee the funds; (2) three mailings to all of the homes in the area (approximately 1,400 in number) and to residents outside of the area who have expressed interest and support for the Friends' efforts; (3) the hosting of two community charettes; (4) the creation and reproduction of renderings, maps and brochures by a licensed architect; and (5) the creation and maintenance of a community initiative website.

2.6 Friends agrees that it will repay, within sixty (60) days of demand by City, any of Grant Funds that the City determines, in its sole discretion, were not used to accomplish the public purpose identified in this agreement.

2.7 Friends agrees and acknowledges that the City has no obligation to accept or act upon any recommendation that Friends may make regarding potential changes or improvements to Dixie Highway north of 20th Street or any other outcome of the Program.

3. REPRESENTATIONS

As a material consideration in agreeing to provide the Grant Funds, the City has relied upon the following representations of Friends:

3.1 It has not been convicted of any felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.

3.2 To the best of its knowledge, there is no action, investigation or proceeding pending against it involving dishonesty, fraud, misrepresentation, moral turpitude or like matters, nor is there any factual basis which is likely to give rise to such an action, investigation or proceeding.

3.3 It will comply with all applicable law and procedures in connection with the expenditure of the Grant Funds including, but not limited to, obtaining all necessary permits and licenses.

4. BOOKS AND RECORDS

Friends. agrees to make all books and records pertaining to the Program available to City for inspection, review or audit at all reasonable times upon demand during the term of this Agreement and for five years thereafter.

5. TERM OF AGREEMENT

The effective date of this Agreement is upon execution by both parties and it shall terminate on June 1, 2023. The City reserves the right to terminate this Agreement upon twenty-four (24) hours' notice to Friends with or without cause. Any Grant Funds not disbursed by Friends as of the termination of this Agreement shall be returned to the City within sixty (60) days and shall not be subject to any claim by Friends. The provisions of Paragraphs 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 4, and 7 shall survive the termination of this Agreement.

6. DESIGNATED REPRESENTATIVES

The names and addresses of the Designated Representatives of the parties in connection with this Agreement are:

For City:

George S. Brown
Deputy City Manager
City of Boca Raton
201 West Palmetto Park Road
Boca Raton, FL 33432

For Friends:

Michael Weppner
1950 SW 7th Court
Boca Raton, FL 33486

7. MISCELLANEOUS

7.1 Friends acknowledges that the City is not affiliated with or responsible for its activities hereunder or otherwise, and that it shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Friends and persons employed or utilized by it in the performance of this Agreement.

7.2 This Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding arising out of this Agreement shall be in Palm Beach County, Florida.

BY ENTERING INTO THIS AGREEMENT, FRIENDS AND THE CITY EXPRESSLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

7.3 This Agreement shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this Agreement, which alone fully and completely expresses their understanding.

7.4 This Agreement may not be amended, modified, altered, or changed in any respect, except by a further agreement in writing duly executed by each of the parties hereto.


7.5 Friends may not assign any rights under this Agreement without the prior written consent of the City, which may be withheld in its sole discretion.

7.6 The name and address of the official payee to whom payments hereunder will be made is: Friends of N. Dixie Boca, LLC., 1950 SW 7th Court, Boca Raton, FL 33486.


IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date first written above, as follows:

ATTEST:

City of Boca Raton



Mary Siddons
City Clerk



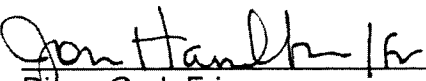
Leif J. Ahnell, CPA, CGFO

(SEAL)



Michael Weppner, as President/Director of
Friends of N. Dixie Boca, LLC.

Approved as to Form and Legal Sufficiency



Diana Grub Frieser
City Attorney

EXHIBIT A

Program performance pursuant to the Grant from the City of Boca Raton in the amount of **\$16,000.00** shall consist of the following:

1. Formation of a Florida not-for-profit organization to oversee the funds and manage the Program. **\$2,500.00**
2. Three mailings to all of the homes in the Winfield Park, Chatham Hills, Boca Woods, and Villa Rica subdivisions, abutting business properties, and residents outside of the area who have expressed interest and support. **\$4,900.00**
 - a) Mailing 1. Introduce the residents to the idea of change for the area, invite them to share their ideas at the first charette (an online meeting), solicit contact information
 - b) Mailing 2. Summarize results of the initial charette and invite recipients to the second charette where ideas will be finalized
 - c) Mailing 3. Describe consensus reached and further steps to be taken for presentation to and review by the City
3. Hosting 2 community charettes (virtual or in-person): **\$3,000.00** (\$1,500.00 each).
4. Funds to create and reproduce renderings, maps and brochures: **\$3,400.00**.
5. Create and maintain a Program website: **\$2,000.00**.
6. Provide a written report of findings and recommendations developed through the Program to the City upon conclusion of the Program.

The Program shall be completed by June 1, 2023.