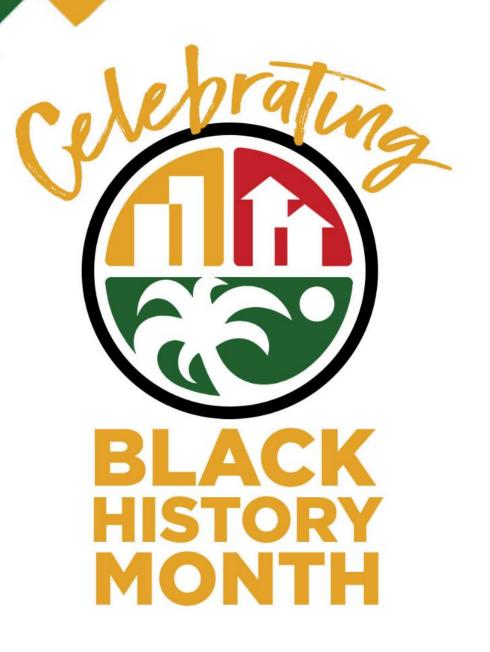
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

REGULAR BOARD MEETING

TUESDAY, FEBRUARY 22, 2022 ARTS WAREHOUSE





Item 8A.



Second Amendment to Site Development Assistance Funding Agreement – Marion Associates, LLC



Before



Marion - Updated 2-3-22

UPDATED TIMELINE

123 124 125	OWNER WALK THROUGH 04/			03/29/22 04/01/22 3/22	03/30/22 04/02/22 04/13/22	2d 2d 3d	123FS -
125 126 127	OWNER WALK THROUGH OWNER PUNCHOUT CERTIFICATE OF OCCUPATION		04/13/22 04/14/22 04/13/22		04/13/22 04/19/22 04/13/22	1d 5d 1d	125



10.49 PROPERTY.	1900000	OUT THE CO.	No.		10.00	Company of the Compan
POLYCIA ABOTOMS	(445.6)	40.050	4.0		10 pt 10 pt 1-10 ct	Blamme - New York Street
STREE BLAN ARREST GREE	36766	9979007	10		8-8001	Discontine
CATAGE LABORADA EMARIGO	19/11/01	BETSKE	34		K-9 C21	Elements .
MUNICIPALITY	10/10/01	4071061	9.0		N-65-61	Birachard Street
DR. MADE RELIGIOUS	(B748)	8079407	110		6-65-61 6-65-61	Dates were
SOME MUNICIPALS.	Married 1	9609 5201	- 54		Renari	England.
ACRES MILITARY ARRESTS AND ACRES AND	1000001	*******	14		p-4-611	Circumstance .
HOME PRIME POLIFE	36/89/01	positión (44)	146		9601	Company
THE THURSDAY LINE SOME CORNEL TO	202001	- American	-04		WORD.	The Areas
WANTER BETTER	364577	(9872.57	.14		0000	Description
RHEATHERS EXERGISTED	3996821	1846 644	118		0.15.61	Tomorrow 1
NUMBER AND ADDRESS OF THE PARTY	691.831	187497	dir		819-61	Demograph
Exclinitations in a particular	1400000	Dennier	- 60	1879	0.10-01	THE RESIDENCE WAS A STREET
SOUT DECK AN	191901	167077	100	-65	9-19-21	Therefore them
DESCRIPTION AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS OF T	110901	(198001)	- %/	4600		Charles and
Phoees	110631	11466	444	- 000 Au		SERVICE SERVICE SERVICE SERVICE



Item 8C.

ACHIEVING GOALS USING IMPACT DRIVEN EVALUATION

(A.-G.U.I.D.E.)

FUNDING AGREEMENT

OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC.



Recommended Action:

- I. Issue the Old School Square Center for the Arts, Inc. ("OSSCA or OSS") a formal written notice of deficiency(ies) and opportunity to cure pursuant to the Achieving Goals Using Impact Driven Evaluation ("A-G.U.I.D.E.") Funding Agreement ("Notice of Deficiencies"); and
- II. Issue the OSSCA reasonable notice for the Delray Beach Community Redevelopment Agency ("CRA") to access and examine all records, books, papers, or documents relating to the funding provided pursuant to the A-G.U.I.D.E. Funding Agreement; and
- III. Should OSSCA fail to cure the deficiency(ies) to the satisfaction of the CRA, within fourteen (14) days from receipt of the Notice of Deficiencies, CRA Staff shall then issue written notice to OSSCA that the A-G.U.I.D.E. Funding Agreement is deemed immediately voided and notice that the CRA is entitled to recoup the portion of funds the CRA allocated and/or already disbursed to OSSCA pursuant to the A-G.U.I.D.E. Funding Agreement; and
- IV. The CRA's Chair, Executive Director and legal counsel may execute any and all related documents and take all necessary action to facilitate the above action(s).

About A-GUIDE:

A-G.U.I.D.E. is a CRA Grant Program that was designed to assist select nonprofit organizations whose programs and services align with and further advance the CRA mission, and that address "Overall Needs" defined in the CRA's Community Redevelopment Plan. Historically, A-G.U.I.D.E. Nonprofit Partners have focused on providing programs and services centered on affordable housing, economic and businesses development, and recreation and cultural facilities.

Per the A-G.U.I.D.E. Guidelines, CRA support for Nonprofit Partners that have received funding in prior years are not intended to be increased; in fact, funding may be decreased....



About A-GUIDE:

Proposed changes to funding-related documents must be approved *in advance* by Alexina Jeannite, CRA Grant Manager, as follows:

- All changes to the Logic Model or Evaluation Plan
- Changes of *more than 10*% in any Budget line item





Delray Beach CRA Funding to Delray Beach Old School Square

Fiscal Year	Funding	A-GUIDE Funding	Additional A-GUIDE Funding	A-GUIDE Funding on behalf of the City	TOTAL DISBURSED
2020-2021		285,000	215,000	250,000	187,500
2019-2020		285,000	215,000	250,000	750,000
2018-2019		285,000	215,000	250,000	750,000
2017-2018		285,000	365,000	250,000	900,000
2016-2017		285,000	127,500	250,000	662,500
2015-2016		285,000	127,500		412,500
2014-2015		285,000			285,000
2013-2014		285,000			285,000
2012-2013		285,000	2,000		287,000
2011-2012		285,000			285,000
2010-2011	285,000		148		285,148
2009-2010	285,000				285,000
2008-2009	210,000		80,000		290,000
2007-2008	210,000				210,000
2006-2007	200,000				200,000
2005-2006	200,000				200,000
2004-2005	200,000				200,000
2003-2004	25,306				25,306
Total Operational Funding					6,499,954

Additional



TOTAL FUNDING

cupital randing.	
ILA between the City, OSS & CRA (2019)	162,000
ILA between the City, OSS & CRA (2018)	663,300
ILA between the city, OSS & CRA (2017)	216,127
ILA between the City, OSS & CRA (1999)	300,270
ILA between the City, OSS & CRA (2016)	1,287,312
Total Capital Funding	2,629,009





9,128,963



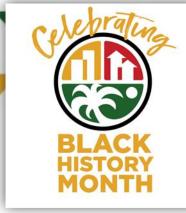
Paragraph 4 of the A-G.U.I.D.E. Funding Agreement states:

"In addition, the CRA may request that the OSS provide any additional information that the <u>CRA</u> deems necessary in order to fully evaluate the OSS's performance and financial status. The payment will not be released to the OSS until the CRA receives the report and any additional information requested."



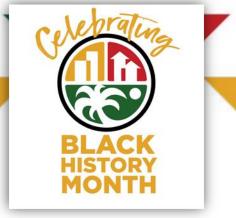
Paragraph 5 of the A-G.U.I.D.E. Funding Agreement states:

"5. In the event the OSS does not expend funds in accordance with its approved A-GUIDE funding application . . . the CRA shall provide written notice to the OSS of such deficiency(ies), and the OSS shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction of the CRA. Should the OSS fail to cure such deficiency(ies) to the satisfaction of the CRA, the CRA shall be entitled to recoup the portion of the Funding Amount allocated and/or already disbursed to the OSS, under the terms of this Agreement. The **CRA shall have sole and absolute discretion** with respect to the determination as to whether OSS is expending funds in accordance with its approved A-GUIDE funding application."



Paragraph 12 of the A-G.U.I.D.E. Funding Agreement states:

"12. If the CRA determines pursuant to the A-GUIDE Logic Model and Evaluation Plan that the OSS is not achieving the stated impacts and outcomes, or is otherwise not furthering the CRA's goals and objectives, the CRA shall provide written notice to the OSS of such deficiency(ies), and the OSS shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction of the CRA. Should the OSS fail to cure such deficiency(ies) to the satisfaction of the CRA, the CRA Board has the right to void the Agreement immediately after delivery of written notice to OSS. The *CRA's Board shall have sole and absolute discretion* with respect to the determination as to whether OSS is filling the CRA's goals and objectives."



Paragraph 8 of the A-G.U.I.D.E. Funding Agreement states:

"8. The OSS hereby gives the CRA, through any authorized representative, upon reasonable notice, access to and the right to examine all records, books, papers, or documents relating to the funding provided pursuant to this Agreement. The OSS hereby agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CRA under this Agreement in accordance with the Florida Public Record Laws as provided in Chapter 119, Florida Statutes, as may be amended from time to time. The OSS hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such monies in full to the CRA, or if this Agreement is still in force, any subsequent request for payment shall be withheld by the CRA."

Paragraph 14 of the A-G.U.I.D.E. Funding Agreement states:

- "14. PUBLIC RECORDS. OSS shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, OSS shall:
- (a) Keep and maintain public records required by the CRA to perform under this Agreement.
- (b) Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the OSS does not transfer the records to the CRA.
- (d) Upon completion of this Agreement, transfer, at no cost, to the public agency all public records in possession of the OSS or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the CRA upon completion of the Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OSS keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Recommended Action:

- I. Issue the OSSCA a formal written notice of deficiency(ies) and opportunity to cure pursuant to the A-G.U.I.D.E. Funding Agreement; and
- II. Issue the OSSCA reasonable notice for the CRA to access and examine all records, books, papers, or documents relating to the funding provided pursuant to the A-G.U.I.D.E. Funding Agreement; and
- III. Should OSSCA fail to cure the deficiency(ies) to the satisfaction of the CRA, within fourteen (14) days from receipt of the Notice of Deficiencies, CRA Staff shall then issue written notice to OSSCA that the A-G.U.I.D.E. Funding Agreement is deemed immediately voided and notice that the CRA is entitled to recoup the portion of funds the CRA allocated and/or already disbursed to OSSCA pursuant to the A-G.U.I.D.E. Funding Agreement; and
- IV. The CRA's Chair, Executive Director and legal counsel may execute any and all related documents and take all necessary action to facilitate the above action(s).

Item 9A. 115 SW 5th Ave Purchase and Sale Agreement





Site

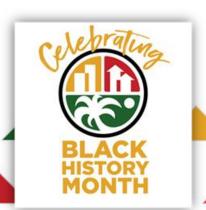
CRA Director Updates





Osceola Park -Phase II

Project impacts to the public include access to properties, access for essential services, tree removal and landscape removal from city right-of-ways, and restoration.







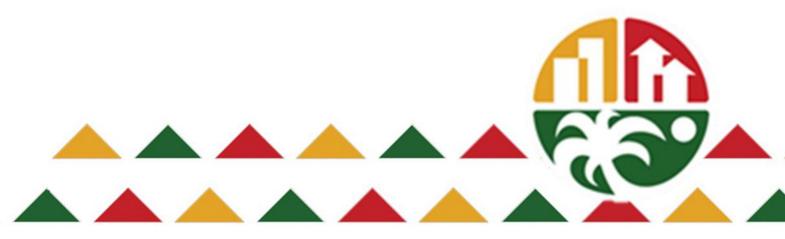




NE 3rd Ave Streetscape Project

















HATCHER CONSTRUCTION & DEVELOPMENT







Delray Senior Resource Center

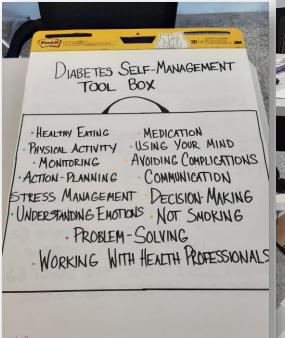






February Classes and Workshops:

- 5 Wishes (Living wills and advanced directives)
- Diabetes Self Management Program
- Fitness Class
- Mental Health Workshop





CRAFTED ON THE AVE

Locally And Specially Crafted For You

SATMAR 5

@ LIBBY WESLEY PLAZA

2 SW 5TH AVE, DELRAY BEACH, FL 33444

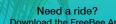
JOIN US FOR A FUN-FILLED DAY OF CRAFTS, MUSIC, FOOD, & VIBRANCY!





Calling all crafters, makers, and artisans 'Crafted on the Ave' market is seeking vendors for the March 5th open-aired market!

> Online applications can be found at delray.org/events









Community Resource Fair

Saturday, March 26th 10 AM - 2PM **Old School Square**



JOIN US!





EVENT INFO

The City of Delray Beach, alongside multiple partners, will be hosting a community resource fair to inform residents of services available in the city.

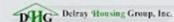
10 AM - 2 PM

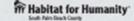
MARCH 26TH

LOCATION

Old School Square 51 N Swinton Ave, Delray Beach, FL 33444

























Upcoming: Authors Speaks Series



April 21st, 2022

7PM - 8PM

Dr. Ralina L. Joseph, Ph.D.

Dr. Allison Briscoe-Smith, Ph.D.

Co-authors of: Generation Mixed Goes to School: Radically

Listening to Multiracial Kids



June 16th, 2022

7PM - 8PM

Dr. Simone Browne, Ph.D.

Author of: Dark Matters: On the Surveillance of Blackness











Updates



NEW: SNAP at the GreenMarket! What is SNAP?

SNAP (Supplemental Nutrition Assistance Program), formerly known as the Food Stamp Program, is the nation's most important anti-hunger program. SNAP provides important nutritional support for low-wage working families, low-income seniors, and people with disabilities living on fixed incomes, and other individuals and households in need.

Current GreenMarket Vendors Accepting SNAP:

Aurora's Mexican Kitchen Door 2 Door Microgreens Pickled Penos Produce Buddies

Red Splendor Farm Florida Honey Pasta Amore Counter Culture Food & Beverage Arts WAREHOUSE

Updates

Workshop | Paul Klee Week Intro to Creativity Saturday, March 12th

WAREHOUSE MARKET POP-UP Indoor Market feat. Makers & Creatives

Saturday, April 30th from 11-5 PM



Call for VENDORS

((Makers, Creatives, Artists, Artisans, etc))



Date: Saturday, April 30th 11am – 5pm

Application Deadline: Sunday, March 20th



"Never be limited by other people's limited imaginations."

Dr. Mae Jemison





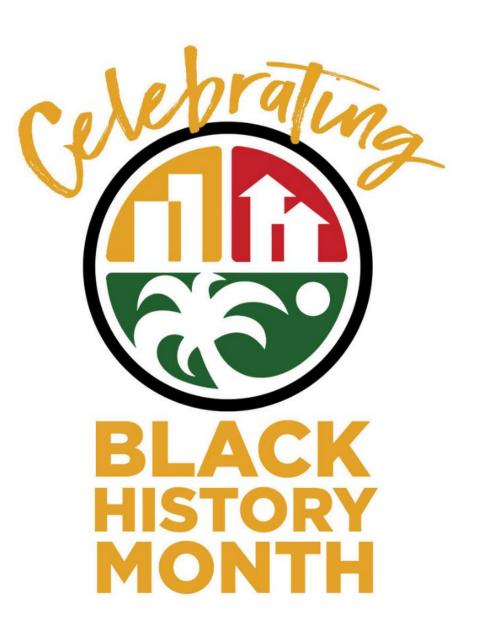
Vaccines

Delray Beach Fire Rescue
Firefighter/Paramedics will be giving
COVID-19 vaccines and boosters from 9:00
a.m. to noon on Tuesdays at Station 111,
501 W. Atlantic Avenue, Delray Beach.

Appointments are not necessary. Vaccines and booster shots are free of charge. DBFR administers Moderna, Pfizer, and Johnson & Johnson vaccines.



THANK YOU



Follow Us On:









Arts Warehouse





www.artswarehouse.org

GreenMarket

Odelraygreenmarket

delraybeachgreenmarket

www.delraycra.org/green-market