

Diamond Square Initiative Project  
Professional Services Agreement FY 2022 (DRAFT August, 2021)

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Cocoa Diamond Square Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 **et seq.** Florida Statutes, whose address is 65 Stone Street, Cocoa, Florida (hereinafter referred to as the CRA) and the Alliance for Neighborhood Restoration (hereinafter referred to as the Alliance) whose address is Post Office Box 727, Cocoa, FL 32923.

The CRA intends to enter into a Professional Services Agreement with the Alliance for the provision of services by the Alliance and the reimbursement for those services by CRA as set forth below.

**I. SCOPE OF SERVICES**

The Alliance will perform the following services on behalf of the CRA with respect to matters relating to or affecting the Diamond Square Redevelopment Plan. **All services funded by this Services Agreement shall be for Diamond Square residents only.** Responsibilities include, but are not limited to:

- a) Development of Community Policing Innovations: Projects and initiatives that focus on preventative ways to address crime, such as repairing damaged fences, installing or improving street lighting, meeting with business and homeowners to improve security measures, graffiti removal and park cleaning. Additional community policing innovations may include projects or initiatives that focus on school safety, child abuse intervention, domestic and gun violence, and drugs.
- b) Workforce and Career Readiness Training: Initiatives that educate and train individuals to meet the needs of current and future business and industry in order to maintain a sustainable competitive economic environment.

**II. SPECIFIC GOALS OF THIS PROGRAM**

Reverse the spiraling decline of the neighborhood caused by drug use and crime, and provide for the public health, safety, morals and welfare of the community.

- a) Plan and implement Out of School Time (OST) programs for the Cocoa Police Athletic League (PAL) Center/Moore Center located at 307 Blake Avenue, for a minimum of 25 youth during the school year, and a minimum of 25 for four weeks during the summer.
- b) Plan and implement a four-week Summer Career Readiness Program and on-the-job training for a minimum of 15 Diamond Square Youth in Phase 1 and a minimum of 5 in Phase 3 on-the-job trainees.
- c) Coordinate a Youth Summit to provide opportunities to connect area youth with College-aged mentors.
- d) Coordinate Crime Prevention Activities for Youth that help build character, develop leadership skills and build a rapport with law enforcement.
- e) Coordinate and sponsor a PAL Basketball Program for area youth, targeting a minimum of 20 Diamond Square Youth between the ages of 8-14, representing 50% of those participating.
- f) Plan, coordinate, and host a Job Readiness and Employment Workshop targeting 30-50 residents, ages 16-21 in the Diamond Square Community.

**III. THE PAL AFTER SCHOOL/SUMMER ACADEMY PROGRAM MODEL**

- a) This program serves as a Program Service Delivery Model that provides a range of services and supportive programs:
  - i. Educational
  - ii. Cultural
  - iii. Recreational
  - iv. Health
  - v. Justice-related programming
- b) The goal is as follows:
  - i. Promote skill building and mastery through Out of School Time programming.

**IV. WORKFORCE READINESS MODEL**

- a) This program serves as a catalyst to expose youth to the world of work through job shadowing, summer employment, technology workshops and other hands-on opportunities.
- b) The goals are as follows:
  - i. To enhance the employment opportunities of under-served youth by providing career exploration, training, and development of social skills through partnering with public and private organizations to create models of success and improve the overall health of the community.
  - ii. Upon completion of the full year (2021-2022) of leadership training coupled with a volunteer requirement, youth will participate in an on-the-job training component in the 2022 PAL Summer Academy and other partnering organizations.
  - iii. Assist in the design and implementation of the Summer Academy Program, providing an opportunity for both children and teens interact in a camp-like setting. As counselors, they will develop skills in mentoring, problem solving and conflict resolution.
  - iv. Plan, coordinate and host Life Skills and Job readiness Workshop to help employers develop talent pipelines by implementing comprehensive strategies and tools that promote self-sufficiency and workforce development to help potential employees to be better equipped and prepared for workforce success.

**V. REPORTING REQUIREMENTS**

- a) The preparation and submission of twelve (12) monthly reports detailing the specific efforts regarding the above referenced services. The Monthly Report (Exhibit A) will provide the status of all services. This report is to be submitted for review by the Community Services Director and/or their designee no later than ten (10) days after the end of each month. The Community Services Director must approve the form of each Monthly Report prior to any disbursement of funds being authorized by the CRA.
  - i. At a minimum, the Monthly Report shall include:
    - 1. Job locations, job titles, job descriptions and hours worked
    - 2. Monthly Activity Report (template to be provided)
    - 3. Attendance Reports

4. Monthly Deliverables as outlined in the 2021-2022 Program Deliverables Provided (Exhibit B)

- b) In the event any Program level is not accomplished as detailed above, a Corrective Action Report will be submitted to the Community Services Director and/or their designee at the time of the specific Monthly Report. The Corrective Action Report, must detail the actions to be taken to correct the cited deficiency within the next month or another month.
- c) The preparation and submission of an Annual Report detailing the specific efforts regarding the above referenced services. The Annual Report will provide the status and performance measurements of all services as detailed above. This report is to be submitted for review by the Community Services Director and/or their designee no later than ten days after the end of the fiscal year.
- d) Upon the request of the CRA, a representative of the Alliance shall present the report(s) to the Board.
- e) The Alliance shall provide evidence of its current non-profit corporate status prior to any disbursement of funds being authorized by the CRA, to include its most recent 990 filing.
- f) The following items must be submitted by the Alliance prior to any disbursement of funds being authorized by the CRA:
  - i. Operational Budget
  - ii. Copy of Assessment Pre and Post tests
  - iii. A detailed summary of the curriculum that describes the above-mentioned goals, outcomes and deliverables.
  - iv. Monthly schedule of Diamond Square Grant Initiatives Program
  - v. A copy of intake materials
  - vi. A copy of the number of attendees at each program activity. Actual sign-in sheets may be required.

**VI. COMPENSATION AND METHOD OF PAYMENT**

- a) For the period of October 1, 2021 through September 30, 2022, the CRA shall reimburse the Alliance for performing services specified in the Scope of Work in the amount of: 12 monthly payments, not to exceed the annual maximum amount of Twenty-Five Thousand Dollars and no cents (\$25,000.00). Funds will be paid after the submission of the Monthly Report.
- b) Payment schedule is as follows:
  - i. October 2021 through August 2022– monthly payments of (\$2,083) each;
  - ii. September 2022 – payment of (\$2,087). Final payment of FY2022

**VII. ADDITIONAL SERVICES**

- a) The undertaking by the Alliance to perform services defined within this Services Agreement is only for those services specifically described herein. Upon the request of the CRA, the Alliance may agree to perform additional services. The CRA shall pay the Alliance for the performance of such additional services at an amount to be separately negotiated.

**VIII. TERMINATION**

- a) Either party upon a thirty (30) day written notice to the other party may terminate this Services Agreement with or without cause.

**IX. PERSONS BOUND BY SERVICES AGREEMENT**

- a) The persons bound by this Services Agreement are the Alliance and the CRA and their partners, successors, heirs, executors, administrators and other legal representatives.
- b) This Services Agreement and any interest associated with this Services Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other or transferred by either party without the prior written consent of the other party.
- c) Nothing herein shall be construed to give any rights or benefits arising from this Services Agreement to anyone other than the Alliance and the CRA.

**X. MISCELLANEOUS PROVISIONS**

- a) Time is of the Essence
  - i. Time is of the essence of this Services Agreement, and the parties agree to cooperate with each other in performing their respective obligations under this Services Agreement.
- b) Independent Contractor
  - i. Alliance and all employees of the Alliance shall be considered an Independent Contractor under this Services Agreement and not an employee or agent of the CRA.
- c) Governing Law
  - i. This Services Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that, in any dispute between those relating to this Services Agreement, exclusive jurisdiction for state court actions shall be the trial courts located in Brevard County, Florida and for Federal actions in the district court located in Orlando, Florida. Any obligation as to jurisdiction or venue in such courts is hereby expressly waived.
- d) Amendments
  - i. This Services Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto and approved by the CRA.
- e) Entire Services Agreement
  - i. This Services Agreement supersedes any other agreement, oral or written and contains the entire agreement between the parties as to the subject matter hereof.
- f) Severability
  - i. If any provisions of this Service Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not, affect in any respect the validity or enforceability of the remainder of this Services Agreement.
- g) Effective Date
  - i. This Services Agreement shall become effective on the date it is executed by both parties and shall continue until September 30, 2022, with an opportunity to renew at the discretion of the CRA.
- h) Attorney Fees

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- i. Should any dispute or legal action arise out of this Services Agreement or the obligations stated herein, or any dispute or action is based upon this Services Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including without limitations, its attorney fees and costs through all administrative, pre-trial, post judgment, and appellate proceedings.
- i) Insurance – The Alliance, at its own expense, shall keep in force and at all times maintain during the term of this Services Agreement:
  - i. General Liability Insurance: General Liability Insurance issued by the responsible insurance companies and in a form acceptable to the City, with combined single limits of not less than One Million Dollars (\$1,000,000.00), for Bodily Injury and Property Damage per occurrence.
  - ii. Automobile Liability Insurance – Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limits for Bodily Injury and Property Damage per accident.
  - iii. Workers’ Compensation Coverage: Full and complete Workers’ Compensation Coverage, as required by State of Florida law, shall be provided.
  - iv. Insurance Certificates: The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Liability Policies shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to effective date of said action. All insurance policies shall be issued by reasonable companies who are licensed and authorized under the laws of the State of Florida.
- j) Notices
  - i. Unless otherwise stated herein, all notices to the parties of this Service Agreement shall be in writing, certified mail return receipt requested, at the addresses listed in this Agreement.

IN WITNESS WHEREOF the CRA and the Alliance have executed this Services Agreement the day and year indicated below:

CITY OF COCOA  
DIAMOND SQUARE  
REDEVELOPMENT AGENCY  
65 STONE STREET  
COCOA, FL 32922

ALLIANCE FOR NEIGHBORHOOD  
RESTORATION  
POST OFFICE BOX 727  
COCOA, FL 32922

By: \_\_\_\_\_  
Its: City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Executive Director  
Date: \_\_\_\_\_