

**AGENDA**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**REGULAR MEETING**  
**TUESDAY, MAY 8, 2018 - 5:30 PM**

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ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: [WWW.DANIABEACHFL.GOV](http://WWW.DANIABEACHFL.GOV). (ORDINANCE #2012-019)

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IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

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IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
  - B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
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**1. CALL TO ORDER/ROLL CALL**

**2. CITIZEN COMMENTS**

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

**3. ADMINISTRATIVE REPORTS**

- 1. Arts and Seafood Celebration: Final Update
- 2. Grand Re-Opening: Global Learners Academy (Collins Market)
- 3. "Dania After Dark" Art Walk & Market: Update

**4. PRESENTATIONS**

- 1. "At Home Dania Beach": Residential Revitalization and Rehabilitation Program

**5. CONSENT AGENDA**

1. Minutes:  
Approve Minutes of the April 10, 2018 CRA Board Meeting
2. Travel Requests: None
3. RESOLUTION NO. 2018-CRA-007

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH FLORIDA INTERNATIONAL UNIVERSITY (“FIU”), A PUBLIC BODY CORPORATE IN AN AMOUNT NOT TO EXCEED THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS FOR RESEARCH AND CONSULTING SERVICES RELATING TO AN ECONOMIC ANALYSIS AND COMMUNITY CHARRETTE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2018-CRA-008

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA ACCEPTING AN ART OF COMMUNITY GRANT AWARD IN THE AMOUNT OF THIRTY TWO THOUSAND DOLLARS (\$32,000.00) FROM THE COMMUNITY FOUNDATION OF BROWARD FOR THE “DANIA BEACH: HONOR THE LEGACY” PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**6. PROPOSALS AND BIDS**

**7. DISCUSSION AND POSSIBLE ACTION**

1. Florida Department of Economic Opportunity (DEO): Community Planning Technical Assistance Grant Application

**8. BOARD MEMBER COMMENTS**

**9. INFORMATION ITEMS**

**10. ADJOURNMENT**

## **Memorandum**

To: Chair, Vice Chair and Board of Commissioners  
From: Rickelle Williams, Executive Director  
Date: May 8, 2018  
Re: **2018 Arts and Seafood Celebration Final Update**

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The following is an update on preparations for the 6<sup>th</sup>. Annual Arts and Seafood Celebration being held at Frost Park on May 19<sup>th</sup> and 20<sup>th</sup> 2018:

### **Sponsorship to Date**

We are still seeking sponsorship and the deadline for applying is May 10<sup>th</sup> 2018. Please see attached document for our sponsorship commitment list.

**Total: \$46,050.00**

### **Event Reveal of New City Logo:**

There will be a reveal of the new City Logo at the event on Saturday May 19, 2018. Start time for this is 2:10 pm on the main stage immediately following the performance of our first act Jimi Ruccolo. CRA Board members are invited to be present on stage when the new logo is revealed. Once revealed the logo will provide a backdrop for all acts at the event.

### **Artists**

As of this writing, we have 84 registered artists who have been accepted to the show. Artists were advised to pay their full registration fee by May 4, 2018.

### **Food and Beverage Concessions & Chef Showcase**

Our food and beverage concessionaire is 3 Sons Brewing, LLC. Applications for vendor participation closed on April 6<sup>th</sup>. Special accommodations for homebased chefs (Big Pappa T's, Kiwanis Club, Lions Club of Dania Beach and Tip Conch) are being provided if participation is desired. Seven food trucks are already committed to the event.

### **Kick Off Party**

The Kick Off party is being held on Thursday, May 3, 2018 at Frost Park Recreation Center at 6:00 pm. As is customary, our volunteers will be invited to attend and pick up their T-shirts. Standing Ovations is coordinating the

Kickoff Party and their Volunteer manager will be on site to distribute T-shirts and ensure all necessary paperwork is signed. All CRA Board Members are invited to attend.

## **Entertainment**

### **Saturday**

|               |                           |         |
|---------------|---------------------------|---------|
| 12:30 to 2:00 | Jimi Ruccolo              | Country |
| 2:30 to 4:00  | Kedash                    | R&B     |
| 4:30 to 6:00  | Classic Rock Therapy      | Rock    |
| 6:30 to 8:00  | Jaded Aerosmith (Tribute) | Rock    |

### **Sunday**

|              |                   |              |
|--------------|-------------------|--------------|
| 12:00 – 1:00 | Hoodoo Blues Band | Blues        |
| 1:30 – 2:30  | Whipping Post     | Classic Rock |
| 3:00 - 4:30  | Catabella         | Latin        |
| 5:00 - 6:30  | Deep Fried Funk   | R&B          |

All bands have great followings and will bring their support crowd out to the event.

DJ is Royce Ivey. Master of Ceremonies, Kisha Payen, will present entertaining activities for public participation in between sets.

## **Merchandise**

The CRA is selling merchandise again this year. We are focusing on poster sales this year and will have vintage Arts and Seafood Celebration t-shirts from past years for sale.

The PATCH will once again be selling potted plants, following very successful sales at the 2017 event.

## **Promotion**

The following is a summary and schedule of promotional opportunities, and ad buys so far. We will also be doing an extensive accelerated Social Media outreach in the days leading up to the event. Local papers Dania Beach Press and Cahoots will feature articles in their May publications.

Print Advertisements:

- |                |                     |                |
|----------------|---------------------|----------------|
| • Travel Host  | • Tidbits           | • Hola Latinos |
| • Sun Sentinel | • Cahoots           | • Sharp Saver  |
| • New Times    | • Dania Beach Press |                |

Comcast TV Commercials began airing on various cable channels on April 23, 2018 and will run through May 20, 2018. Cox Media radio commercials (WFEZ-Easy 93.1 and WHQT-Hot 105) will begin airing on May 10, 2018 and end May 20, 2018. WFEZ-Easy 93.1 will be onsite during the event.

Dedicated Facebook campaign and event page with boosted posts are planned.

Eventbrite page with over 1000 attendees already signed up.

Print Collateral: Rack cards, posters, banners and signage, event program guide.



### **Sponsorship to Date:**

We are still seeking sponsorship and the deadline for applying is May 10<sup>th</sup>, 2018. Our sponsorship commitment list is as follows:

| <b><u>CASH SPONSORS</u></b>         |                           |
|-------------------------------------|---------------------------|
| AARP                                | \$ 800.00                 |
| ASA College                         | \$ 1,000.00               |
| Bath Crest                          | \$ 1,000.00               |
| Bath Fitter                         | \$ 1,000.00               |
| Bathroom Plus                       | \$ 1,000.00               |
| Calvin, Giordano & Associates       | \$ 2,500.00               |
| Casino @ Dania Beach                | \$ 5,000.00               |
| Economos Properties – Fairfield Inn | \$ 1,000.00               |
| FHIA                                | \$ 1,000.00               |
| Florida Power and Light             | \$ 2,000.00               |
| Gangrel's Wrestling Asylum          | \$ 500.00                 |
| Holidays Network Group              | \$ 1,000.00               |
| James Brady                         | \$ 500.00                 |
| Jonathan Lorber-Keyes Realty        | \$ 500.00                 |
| KIMCO/Dania Pointe                  | \$10,000.00               |
| Meyers Group                        | \$ 5,000.00               |
| Paradise Exteriors                  | \$ 1,000.00               |
| Phoenix Marketing                   | \$ 2,500.00 - Negotiating |
| Quarterdeck                         | \$ 500.00                 |
| RentHollywood.com                   | \$ 1,000.00               |
| Saul Ewing                          | \$ 500.00                 |
| Sprint                              | \$ 750.00                 |
| The Lasik Centers                   | \$ 1,000.00               |
| TMobile                             | \$ 2,000.00 – Pending     |
| Tobacco Free Florida                | \$ 2,500.00               |
| Waste Management                    | \$ 500.00                 |
| <b>TOTAL</b>                        | <b>\$46,050.00</b>        |

| <b><u>IN-KIND SPONSORS</u></b>    |                                                     |
|-----------------------------------|-----------------------------------------------------|
| 3 Sons Brewing                    | Chef showcase and hospitality tent beverage service |
| 7-11                              | Refreshments                                        |
| Braha Realty                      | Parking                                             |
| Big Mouth Girlz                   | Marketing promotion                                 |
| Broward County Property Appraiser | Social Media Promotion                              |
| Casino@DaniaBeach                 | Parking                                             |
| Comfort Suites                    | Hospitality partner                                 |
| Dacar Management LLC              | Video Game Truck                                    |
| Florida Panthers                  | Parking                                             |
| The Hotel Morrison                | Hospitality partner                                 |
| Sprint                            | Phone charging station                              |

## **Culinary Artisans for the 2018 Dania Beach Arts & Seafood Celebration**

### **Food Trucks:**

**Red Zeppelin** –Rockin' Fresh Main Lobster Rolls, Lobster Salad, Lobster Bisque \*\*\*

**B C Tacos** – Fresh Made Tacos - Grilled Mahi, Grilled Shrimp, Fried Shrimp, Braised Short Rib, Buffalo Mahi & Avocado Tacos, Chips & Salsa & Chips & Avocado Salsa

**Key West Conch Shack** – Conch Fritters, Fried Conch, Jerk Wings, Bang Bang Shrimp Tacos, Mahi Tacos, Cajun Snapper Bites

**Latin Fixings** – Ceviche', Fish & Chips, Jalea, Coconut Shrimp, Surf & Turf Burger

**Poke Kai** – Fresh Poke Bowls, Avocado toast, Avokai, Bao Buns

**Mobstah Lobstah** - Maine Lobster Roll, Crab Sliders, Fish & Chips, Lobster Mac & Cheese, Tater Tots

**HipPops** – Hand Crafted Artisan Gelato Pops \*\*\*

### **Culinary Vendors working via a Tent**

**Big Poppy T's** – Seafood Tray, BBQ Rib Sandwich, Full Slab of BBQ Ribs, Half Chicken, Chicken Sandwich, Hamburgers. \*\*

**Historic Dockers** – Shrimp Roll, Lobster Mac & Cheese, Seafood Gazpacho \*\*\*

**Farm Fresh Corn Roasting** – Fresh roasted corn on the cob

**Gypsy Fish** – Crabby Mac & Cheese, Ahi Tuna Tacos, Crab Cake Sliders, Lobster Bisque, Lobster Tacos, Hush Puppies

**Tarpon River Café/Absolute Catering** – Chesapeake Chowder, Shrimp & Avocado Salad, Ceviche, Steamed Mussels or Clams, Fried Fish Sandwich, Crawfish Platter, Strawberry

**Popso Seafood** – Conch & shrimp salad, Dressed Conch, Tropical Conch, Conch Fritters, Fried Conch, Fried Chicken & Lobster, Lobster Mac & Cheese.

**Four C's** – Ribs, Jerk Chicken, Conch Salad, Fried Conch, Snapper

**Big O's BBQ** – Ribs, Porkadilla, Pulled Pork, Rib Sandwich, Salmon Sliders, Shrimp Skewers, Sausage Sandwich, Mac & Cheese

**El Jefe Luchador/EM Caters** – Build your own Taco Bar, Lobster Quesadilla, Fried Seafood basket

**Pizza Paradise** – Wood Burning Brick Oven Specialty Pizzas

**Empanada Envy** – Fresh Hand Crafted Empanadas \*\*\*

**Sea Salt Fresh Fish Market** – Smoked Fish Dip

***Tip Conch – ????*** *Have not received application \*\*\**

**Dessert Artisans working via a 10 x 10 tent**

Bensons Bakery – Assortment of Fresh Baked Cup Cakes, Cookies and sweets.

World of Fudge – 17 varieties of homemade Fudge

Schweets & Stuff – Funnel Cakes and Fried Oreos

**Carts**

Alpine Ice – Fruit Smoothies, Frozen Lemonade and Fresh Squeezed Lemonade (4 carts)

The Ice Guy - Italian Ice

Gelato Gourmet - Gelato



# GLOBAL LEARNERS ACADEMY RIBBON CUTTING CEREMONY



Before...



*AFTER!*

***\$20,000 GRANT RECIPIENT!***

FIFTH AVENUE REAL ESTATE INVESTORS LLC

**FRIDAY, JUNE 8, 2018 AT 10:00 AM**

**ADDRESS: 6 SW 5TH AVE,  
DANIA BEACH, FL 33004**



RSVP TO [KPAYEN@DANIABEACHFL.GOV](mailto:KPAYEN@DANIABEACHFL.GOV)

MINUTES OF MEETING  
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY  
TUESDAY, APRIL 10, 2018 – 5:30 P.M.

1. Call to Order/Roll Call

Chairman James called the meeting to order at 5:30 p.m.

Present:

|                     |                                                                 |
|---------------------|-----------------------------------------------------------------|
| Chairman:           | Tamara James                                                    |
| Vice-Chairman:      | Bill Harris                                                     |
| Board Members:      | Chickie Brandimarte<br>Bobbie H. Grace<br>Marco A. Salvino, Sr. |
| Executive Director: | Rickelle Williams                                               |
| City Attorney:      | Thomas Ansbro                                                   |
| CRA Secretary:      | Thomas Schneider                                                |

2. Citizen Comments

There were no comments at this meeting.

3. Administrative Reports

Director Williams reviewed a memo she distributed to the Board, a copy of which is attached to and incorporated in these minutes. She noted Florida International University Metropolitan Center would be conducting a community charrette for the City Center Project and they will be meeting with the Board members individually May 15-17, 2018.

Director Williams also noted the cost for the Realtor Association's Annual Mayors Breakfast & Municipal Expo on May 11<sup>th</sup> is \$25.00; she will investigate whether we could potentially sponsor a table so Board members would not be responsible for the fee.

3.1 Historic Docker's Grand Reopening

Director Williams reviewed the flier included in the agenda packet.

3.2 Arts and Seafood Celebration Update

Director Williams reviewed the memo included in the agenda packet.

Board Member Grace asked if the new City logo would be on the tee shirts. Director Williams noted any signage that had the old logo will now have the new one.

Chairman James said she spoke to Three Sons and they have been very diligent and compassionate in working with our local vendors; they are trying to do what we have asked them to do.

### 3.3 Community Foundation of Broward – Art of Community Grant

Director Williams reviewed the memo included in the agenda packet, and noted we have not received the grant agreement yet; it will be brought to the Board when it is received.

### 3.4 PATCH: Earth Day Celebration

Director Williams reviewed the flier included in the agenda packet.

## 4. Presentations

There were no presentations on this agenda.

## 5. Consent Agenda

### 5.1 Minutes:

Approve Minutes of the March 13, 2018 CRA Board Meeting

### 5.2 Travel Requests: None

**Board Member Grace motioned to approve the Consent Agenda; seconded by Board Member Brandimarte. The motion carried unanimously.**

## 6. Proposals and Bids

There were no proposals on this agenda.

## 7. Discussion and Possible Action

### 7.1 CRA Board Meeting Dates: July and August 2018

Director Williams noted the City Commission cancelled their first meeting in the months of July and August. She would like to reschedule the CRA Board meetings to the second Commission meeting day for those months, on July 24<sup>th</sup> and August 28<sup>th</sup>. She noted the July 24<sup>th</sup> CRA Board meeting would need to be moved to 6:00 p.m. in order to not conflict with the special budget meeting scheduled at 5:01 p.m. and the 7:00 p.m. City Commission meeting.

Board Member Salvino recommended that we go back to meeting at 6:00 p.m. unless there is a larger agenda or special request.

**Board Member Grace moved to reschedule the meetings in July and August to July 24, 2018 and August 28, 2018, at 6:00 p.m.; seconded by Board Member Salvino. The motion carried unanimously.**

#### 8. Board Member Comments

Board Member Salvino commented he talked to Director Williams earlier about the public/private partnership for City Hall. He noted he met with Dan Patel from Choice Hotels who expressed a desire to work with us. If he is willing to meet with Director Williams, it would be something for us to listen to, since at one time no one was interested at all.

Director Williams said there have been a few parties interested in developing the City Hall site; the purpose of the charrette will be to have those parties at the table. FIU will meet with Board members individually, and then there will be a series of community workshops that the development community can participate in.

Chairman James asked the Board if it would be better to have the charrette before or after their vacation break.

Board Member Brandimarte suggested holding it after August.

Board Member Grace said she would like to get it out of the way before the break.

Vice-Chairman Harris noted the weeks of July 9<sup>th</sup> and 16<sup>th</sup> would be good.

Board Member Brandimarte asked about the poster art for the Arts & Seafood Celebration; she does not want the same artist to get it over and over.

Chairman James referred to the Realtor Association's Mayors breakfast, and wanted to know when the shirts with the new logo will be available. She added we are supposed to have a uniform policy; at the workshop, we said each Commissioner would get four or five items.

Director Williams noted G & S Apparel is the vendor and we have finalized the logo with them. Her understanding is that City Administration will be talking to the Commission about the purchase of shirts.

#### 9. Information Items

There were no items on this agenda.

10. Adjournment

Chairman James adjourned the meeting at 5:53 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT  
AGENCY

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THOMAS SCHNEIDER, CMC  
CRA SECRETARY

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TAMARA JAMES  
CHAIRMAN – CRA

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Resolution

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH FLORIDA INTERNATIONAL UNIVERSITY (“FIU”), A PUBLIC BODY CORPORATE IN AN AMOUNT NOT TO EXCEED THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS FOR RESEARCH AND CONSULTING SERVICES RELATING TO AN ECONOMIC ANALYSIS AND COMMUNITY CHARRETTE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

### Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

Interlocal Agreement FIU Memo, FIU Interlocal Resolution (Final 4-27)), Interlocal Agreement with FIU (Final), FIU Work Plan Scope

## Memorandum

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: May 8, 2018

Re: **Florida International University Interlocal Agreement – Economic Analysis & Community Charrette**

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Over the past few years, the CRA Board has, through Requests for Qualifications, sought interest from the development community to redevelop in the Downtown City Center, specifically the City Hall site. Previous Requests for Qualifications were not guided by an intensive process of community engagement and stakeholder involvement and have not yielded an actionable plan, proposal or agreement for redevelopment of City Hall or the site.

At the February 26, 2018 CRA Board workshop the CRA Board expressed a renewed desire to revisit, examine and evaluate the possibility of redevelopment of City Hall and the site in general. At the March 13, 2018 CRA Board meeting, the CRA Board after discussion and consensus, agreed to move forward with a City Center Redevelopment Charrette. The CRA Board authorized the solicitation of a firm to facilitate a community charrette and plan for redeveloping the City Hall/Downtown City Center site.

Florida International University (FIU) Metropolitan Center is a public entity with a solid record of providing technical services to communities in the areas of economic development, housing, transportation and land use planning. FIU's approach to providing technical services is to take into account the unique needs of individual communities, while adhering to best practices and recognized methodologies for data analysis and reporting.

FIU has proposed to conduct an economic analysis and community charrette to serve as a guide and foundation for determining the feasibility of and process for redevelopment. The final deliverable will be a City Center Development Action plan. FIU will provide services and technical assistance in an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00).

## Recommendation

That the CRA Board approve an Interlocal Agreement with Florida International University in an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00) for an Economic Analysis and Community Charrette.

## **RESOLUTION NO. 2018-CRA-007**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH FLORIDA INTERNATIONAL UNIVERSITY ("FIU"), A PUBLIC BODY CORPORATE IN AN AMOUNT NOT TO EXCEED THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS FOR RESEARCH AND CONSULTING SERVICES RELATING TO AN ECONOMIC ANALYSIS AND COMMUNITY CHARRETTE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, over the past few years, the CRA Board has, through Requests for Qualifications, sought interest from the development community to redevelop in the Downtown City Center, specifically the City Hall site; and

**WHEREAS**, previous Requests for Qualifications were not guided by an intensive process of community engagement and stakeholder involvement and have not yielded an actionable plan, proposal or agreement for redevelopment of City Hall or the site; and

**WHEREAS**, at the February 26, 2018 CRA Board workshop the CRA Board expressed a renewed desire to revisit, examine and evaluate the possibility of redevelopment of City Hall and the site in general; and

**WHEREAS**, at the March 13, 2018 CRA Board meeting, the CRA Board after discussion and consensus, agreed to move forward with a City Center Redevelopment Charrette; and

**WHEREAS**, the CRA Board authorized the solicitation of a firm to facilitate a community charrette and plan for redeveloping the City Hall/Downtown City Center site; and

**WHEREAS**, Florida International University Metropolitan Center has a solid record of providing technical services to communities in the areas of economic development, housing, transportation and land use planning; and

**WHEREAS**, FIU's approach to providing technical services is to take into account the unique needs of individual communities, while adhering to best practices and recognized methodologies for data analysis and reporting; and

**WHEREAS**, FIU will conduct an economic analysis and community charrette as described in the Agreement, attached as Exhibit "A" and made a part of and incorporated into

this Resolution by this reference, to develop a City Center Development Action plan, for an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00); and

**WHEREAS**, the CRA has funding available in the Professional Services General Account Number 106-52-01-552-31-10;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:**

**Section 1.** That the foregoing “Whereas” clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by this reference.

**Section 2.** That the proper CRA officials are authorized to execute the Interlocal Agreement which is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference.

**Section 3.** That the CRA Executive Director and CRA Attorney are authorized to make minor revisions to such Interlocal Agreement as are deemed necessary and proper for the best interest of the CRA.

**Section 4.** That the funding for consulting services is planned and appropriated in the FY 2017-2018 Professional Services General Number 106-52-01-552-31-10.

**Section 5.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 6.** That this Resolution shall be in full force and take effect immediately upon passage and adoption.

**PASSED AND ADOPTED** on May 8, 2018.

ATTEST:

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THOMAS SCHNEIDER, CMC  
CRA CLERK

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TAMARA JAMES  
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CRA ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN  
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND FLORIDA INTERNATIONAL UNIVERSITY**

**THIS AGREEMENT** is made and effective as of \_\_\_\_\_, 2018 by and between the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III of Chapter 163 Florida Statutes, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 ("**CRA**"), and the Florida International University Board of Trustees, a public body corporation ("University" or "FIU") having an address at 11200 SW 8th St, Miami, FL 33199.

**WHEREAS**, the CRA did determine that the Florida International University Metropolitan Center ("MC") is fully qualified to render the economic, demographic, local government planning and applied social science research services for application of community engagement and redevelopment strategies and solutions for a downtown Dania Beach City Center. The Metropolitan Center, as South Florida's premier social science training and research institute, has experience in of providing quality services to communities through various social science research studies, to address specific urban issues such as workforce housing, smart and sustainable growth, economic development, transportation and mobility; and

**WHEREAS**, the CRA and FIU, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for an ECONOMIC ANALYSIS and COMMUNITY CHARRETTE (the "Project") as specified in the Scope of Services below; and

**WHEREAS**, the CRA desires to engage FIU to perform applied research and analysis services to help in assessing the economic conditions, trends, best practices, and stakeholder input which will impact potential plans to redevelop the Dania Beach City Center site.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon , the CRA and FIU agree as follows:

**1. Scope of Services.**

The CRA retains FIU to conduct a community charrette and economic analysis as described in the tasks within the scope of services (Exhibit "A") attached hereto and incorporated by this reference.

**2. Term/Commencement Date.**

- 2.1 The term of this Agreement shall not exceed sixty (60) days from the effective date of this Agreement. Once the agreement is executed, the CRA authorizes the work to be completed. The Economic Analysis sections of Exhibit A are due to the CRA within thirty (30) days from the effective date of this Agreement. Upon completion

of the Economic Analysis, FIU will commence the Community Charrette section of Scope of Services for a period of 15 days, and present the information to the CRA Executive Director and subsequently to the CRA Board at a CRA Board meeting.

- 2.2 In the event there are delays on the part of the CRA as to the approval of any of the materials submitted by FIU or if there are delays occasioned by circumstances beyond the control of FIU which may delay the Project Schedule completion date, FIU may request in writing and the CRA Executive Director may grant a written extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.
- 2.3 For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the CRA Executive Director or her designee, whichever is later.

### **3. Compensation and Payment**

- 3.1 The University shall be compensated a total of \$35,000.00 for the "Project" payable in two parts. Once the initial deliverable, the Economic Analysis, is completed, FIU will be eligible for a payment of \$20,000.00. Once the final deliverable, the Community Charrette/Action Plan is completed, FIU will be eligible for a payment of \$15,000.00.
- 3.2 The CRA shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such Contract.
- 3.3 FIU shall invoice the CRA upon completion of each deliverable as described in the Scope of Services. FIU shall invoice in a format acceptable to the CRA Executive Director or her designee and shall be paid accordingly. The invoice shall include Project Schedule progress reports.
- 3.4 The CRA agrees to pay FIU compensation in accordance with the funding parameters noted in the Scope of Services and in accordance with the Florida Prompt Payments Act.
- 3.5 In the event that contract time expires and FIU has not requested an extension, or if the CRA Director has denied an extension of the completion date, no payment for the project will be made until a time extension is granted or all work has been completed and accepted in writing by the CRA Executive Director.

- 3.6 It is agreed that the compensation provided in this section shall be adjusted to exclude any significant sums if the CRA Executive Director determines that reported costs by FIU reflect inaccurate, incomplete or noncurrent costs. All such adjustments shall be made within sixty (60) days following the end of the Agreement.

**4. Non-assignability.**

This Agreement shall not be assignable by FIU unless such assignment is first approved in writing by the CRA Executive Director. The CRA is relying upon the apparent qualifications and personal expertise of FIU, and its familiarity with the CRA's circumstances and desires.

**5. Independent Contractor.**

- 5.1 FIU shall maintain an adequate and competent professional staff for the purpose of its services hereunder, without additional cost to the CRA, other than those costs negotiated within the limits and terms of this Agreement and, upon which approval by the CRA Executive Director, such specialists as FIU may consider necessary.
- 5.2 The University and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the CRA with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**6. Sub consultants**

- 6.1 FIU shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.
- 6.2 Any sub-consultants used on the Project must have the prior written approval of the CRA Executive Director. No additional compensation will be paid by the CRA for sub-contractors' work.
- 6.3 FIU warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for FIU, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- 6.4 For the breach or violation of paragraph 6.3, the CRA Executive Director shall have the right to terminate this Agreement without liability, and, at her discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**7. Responsibilities.**

- 7.1 The CRA and FIU mutually agree to furnish, each to the other, the respective services, information and items covering such work. The CRA agrees to furnish FIU and its duly designated representative information including, but not limited to, existing data and projects related to the study area that is in its possession or control. FIU agrees to perform, in a timely and professional manner, the work elements set forth in the attached Scope of Services of the Agreement.
- 7.2 FIU agrees to provide project progress reports in a format acceptable to the CRA Executive Director. The CRA shall be entitled at all times to request and be advised as to the status of work being done by FIU and of the work details. Coordination shall be maintained by FIU with representatives of the CRA. Either party to the agreement may request and be granted a conference.
- 7.3 CRA agrees to arrange for access to and make all provisions for FIU to enter upon real property as required for FIU to perform services as may be requested in writing by the University.
- 7.4 FIU agrees to ensure at all times that sufficient contract time remains within which to complete services on the Project and each task as designated in the Scope of Services. In the event there have been delays which would affect the Project completion date or the completion date of any deliverable, FIU shall submit a written request to the CRA Executive Director at least twenty (20) days prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The CRA Executive Director will review the request and make a determination as to whether to grant all or part of the requested extension. There shall be no advance payments.
- 7.5 In the event the contract time expires and FIU has not requested an extension, or if the CRA Executive Director has denied an extension of the completion date, no payment for the project will be made until a time extension is granted or all work has been completed and accepted by the CRA Executive Director.

**8. Standards of Conduct/Conflict of Interest.**

- 8.1 FIU covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, Section 112.313 as it relates to work performed under this Agreement, which standards by this reference and made a part of this Agreement as if set forth in full. FIU agrees to incorporate the provisions of this subsection in any subcontract into which it might enter with reference to the work performed.
- 8.2 FIU agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the confidential data or other information obtained or furnished in compliance with this Agreement, or any particulars of it, during the period of this Agreement, without first notifying the CRA Executive Director or her designee and securing consent, except that the CRA acknowledges under the provisions of Florida Statute 1004.22, that FIU is required to disclose the names of the projects, the principal investigators and the sources and dollar amounts of funding. This subsection shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to paragraph 11 of this Agreement. Nothing contained in this Agreement or elsewhere in this Agreement shall preclude FIU or its employees or students from publishing and copywriting scholarly articles, abstracts or similar documents concerning the research conducted under this Agreement.
- 8.3 Neither party may use the other party's trade names, trademarks, service marks, logos or other designations except to the extent and in the manner which is expressly provided for in writing by the other party.
- 8.4 To avoid any conflict of interest or any appearance of a conflict, FIU Metropolitan Center shall not, for the term of this Agreement, provide any consulting services to any private sector entities, developers, corporations, real estate investors, etc., with regard to any issues adversarial to the CRA. For the purposes of this section "adversarial" shall mean any development application where the City of Dania Beach, Florida or CRA staff is recommending denial or denied the application, administrative appeal or court action in which the CRA is a party.

**9. Nondiscrimination.**

FIU shall comply with all federal, state, and local laws and ordinances applicable to the work of the payment for work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

## **10. Termination.**

The CRA may terminate this Agreement in whole or in part at any time the interest of the CRA requires such termination.

- 10.1 If the CRA determines that the performance of FIU is not satisfactory, the CRA Executive Director shall have the option of (a) immediately terminating the Agreement or (b) notifying FIU of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.
- 10.2 If the CRA Executive Director requires termination of the Agreement for reasons other than unsatisfactory performance of FIU, the CRA Executive Director shall notify FIU of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- 10.3 If the Agreement is terminated before performance is completed, FIU shall be paid for the work satisfactorily performed. FIU shall be paid costs for work in progress up to the time of termination plus any non-cancelable commitments entered into by FIU in furtherance of this Agreement prior to receipt of notice of termination. Payment is not to exceed the prorated amount of the total agreement amount based on work satisfactorily completed. Such determination by the CRA Executive Director or her designee shall be based and calculated upon a percentage allocation of the Project cost.
- 10.4 The CRA Executive Director reserves the right to cancel and terminate this Agreement in the event FIU or any employee, servant, or agent of FIU is indicted or has direct information issued against him or her for any crime arising out of or in conjunction with any work being performed by FIU for or on behalf of the CRA, without penalty. It is understood and agreed that in the event of such termination, a copy of all reports, tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the CRA in conformity with the provisions of the Agreement. FIU shall be compensated for its services rendered up to the time of any such termination in accordance with the Termination section.

## **11. Ownership and Access to Records and Audits.**

- 11.1 All records, books, tracings, plans, specifications, maps, or reports (the "Records") obtained under this Agreement from CRA shall be considered research and may be used by FIU or the CRA without restriction or limitation on their use and shall be made available, upon request, to the CRA at any time. Copies of these documents and records shall be furnished to the CRA upon request, verbal or written, allowing reasonable time for the production of such copies and at a cost

that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 11.2 All Records that result from FIU providing services to the CRA under this Agreement shall be the property of the CRA. The CRA Executive Director or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 11.3 Records of costs incurred by FIU and all sub-consultants performing work on the project, and all other records of FIU and sub-consultants considered necessary by the CRA for proper audit of Project costs, shall be made available to the CRA upon reasonable request.
- 11.4 FIU shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, and Section 1004.22 Florida Statutes, and made or received by FIU in conjunction with this Agreement. Failure by FIU to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the CRA Executive Director.
- 11.5 The CRA may cancel this Agreement for refusal by the University to allow access by the CRA Executive Director or her designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 11.6 All submissions become the property of the CRA and will not be returned to the University. The CRA will hold all submissions in confidence unless otherwise required by law. FIU is aware that the CRA is a “public body” as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2)(a), and the related provisions of the Florida Public Records Law.
- 11.7 Any compensation due to FIU shall be withheld until all records are received as provided in this Agreement.
- 11.8 Failure or refusal by FIU to comply with the provisions of this section shall result in the immediate termination of the contract by the CRA.

**Pursuant to Section 119.0701(2)(a), Florida Statutes:**

**IF FIU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, IT MUST CONTACT THE CRA CUSTODIAN OF PUBLIC RECORDS.**

|                              |                                                                                     |
|------------------------------|-------------------------------------------------------------------------------------|
| <b>Custodian of Records:</b> | <b>THOMAS SCHNEIDER, CRA CLERK</b>                                                  |
| <b>Mailing Address:</b>      | <b>100 W. Dania Beach Boulevard</b>                                                 |
|                              | <b>Dania Beach, Florida 33004</b>                                                   |
| <b>Telephone number:</b>     | <b>954-924-9800, Ext. 3623</b>                                                      |
| <b>Email:</b>                | <b><a href="mailto:tschneider@daniabeachfl.gov">tschneider@daniabeachfl.gov</a></b> |

**12. Indemnification.**

- 12.1 To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, FIU shall indemnify and hold harmless the CRA from any and all claims, liability, losses, suits, liabilities, judgement or damages and causes of action arising out of FIU's negligence or other wrongful acts in the performance of this Agreement. However, nothing in this Agreement shall be deemed to indemnify the CRA for any liability or claims arising out of the negligence, performance, or lack of performance of the CRA.
- 12.2 To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the CRA shall indemnify and hold harmless FIU from any and all claims, liability, losses, suits, liabilities, judgement or damages and causes of action arising out of the CRA's negligence or other wrongful acts in the performance of this Agreement. However, nothing in this Agreement shall be deemed to indemnify FIU for any liability or claims arising out of the negligence, performance, or lack of performance of FIU.
- 12.3 FIU shall not be liable for use by the CRA of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.
- 12.4 The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.**

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

**For the CRA:** Rickelle Williams, Executive Director  
Dania Beach Community Redevelopment Agency  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004

**For the UNIVERSITY:** Edward Murray  
Florida International University Metropolitan Center  
1930 SW 145th Ave Suite 302,  
Miramar, FL 33027

**14. Attorney's Fees and Waiver of Jury Trial.**

14.1 In the event of any litigation arising out of this Agreement, each party shall bear its own attorney fees and legal costs.

14.2 In the event of any litigation arising out of this Agreement, each party knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**15. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. No alteration, change or modification of the terms of this Agreement shall be valid unless specified in writing, signed by both parties and approved by the CRA Board. This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Broward County, Florida. Exclusive venue for any litigation arising out of this Agreement shall be in the Circuit Court of Broward County, Florida.

**16. Entire Agreement/Modification/Amendment.**

16.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth in this Agreement.

16.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**17. Compliance with Laws.**

The University shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

**18. Waiver**

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**19. Survival of Provisions**

Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**20. Prohibition of Contingency Fees.**

The University warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the University, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the University, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**21. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS of the foregoing, the parties executed this Agreement on the respective dates under each signature:

**SIGNATURES APPEAR ON THE FOLLOWING PAGES**

ATTEST:

**DBCRA:**

**Dania Beach Community Redevelopment  
Agency, a public body corporate and  
politic**

\_\_\_\_\_  
THOMAS SCHNEIDER, CMC  
CRA CLERK

\_\_\_\_\_  
TAMARA JAMES  
BOARD CHAIR

Date: \_\_\_\_\_

APPROVED FOR LEGAL FORM AND  
CORRECTNESS:

\_\_\_\_\_  
THOMAS J. ANSBRO  
CRA ATTORNEY

Date: \_\_\_\_\_

**WITNESSES:**

**CONSULTANT:  
FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES, A  
PUBLIC BODY CORPORATE (FIU)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT Name**

\_\_\_\_\_  
**PRINT Name**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**PRINT Name**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Florida International University Board of Trustees, a public body corporation, on behalf of the corporation. He/she is personally known to me or produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida

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# **Dania Beach City Center Development: Economic Analysis and Community Charrette**

April 20, 2018

Submitted By:



**Metropolitan  
Center**

Metropolitan Center at FIU at I-75  
1930 SW 145th Avenue - 3rd Floor  
Miramar, FL 33027  
(P) 954.438.8603  
(F) 954.438.8606  
Website: <http://metropolitan.fiu.edu>

## Firm Background

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The Metropolitan Center at Florida International University (FIU) is the leading urban “think tank” in South Florida established in 1997 as an applied research unit under the School of International and Public Affairs (SIPA). The Center has a solid record of providing technical services to communities in the areas of economic development, housing, transportation and land use planning. The Center’s approach to providing technical services is to take into account the unique needs of individual communities, while adhering to recognized methodologies for data analysis and reporting. The Center houses the ongoing South Florida Regional Database Project, which includes asset mapping, best---practice research, and full in-house Remote Sensing and Geographic Information Systems (GIS) capabilities. Moreover, the Metropolitan Center is a Census Information Center (CIS), which allows for early access to release data and data with restricted use.

The Center’s unique expertise is our ability to formulate comprehensive solutions to complex public policy issues. The Center’s senior leadership has over 100 years of experience in strategic analysis, economic development, regional and municipal economic development, transportation analysis and planning, public forums, focus groups and survey and public opinion analysis.

Our multi-disciplinary team of experts has the capacity to deliver high quality plans with strong community support, with an established record of successful implementation. ***The Center has produced many successful economic and redevelopment plans in South Florida, including:***

- ■ *City of Doral Economic Development Strategic Plan;*
- ■ *City of Deerfield Beach Citywide Economic Development Strategic Plan;*
- ■ *Pompano Beach Transportation Corridor Studies: Existing Conditions and Development Opportunities Report;*
- ■ *The West End (Miami---Dade County) Strategic Economic Development Action Plan;*
- ■ *City of Miami Gardens Comprehensive Economic Development Strategy;*
- ■ *City of Miami Targeted Industry Study;*
- ■ *City of Miami Florida East Coast (FEC) Railway Corridor Strategic Redevelopment Plan;*
- ■ *Miami-Dade County Economic Development Implementation Plan;*
- ■ *The NW 7<sup>th</sup> Avenue CRA Economic Opportunity Study and Action Agenda;*
- ■ *Miami-Dade County Prosperity Initiative Feasibility Study.*

In addition, the Metropolitan Center has the unique capacity to draw on the expertise of FIU’s talented academic community. The Center serves as a “portal” for its clients to enable easy access to key FIU departments and research centers. The Center works closely with School of Architecture, Lehman Center for Transportation Research and Department of Public Administration. Lastly, the Center has a history of providing on---going support to its municipal clients above and beyond the negotiated scope of services. Municipal clients know they can call on the Metropolitan Center for follow-up technical assistance and cutting-edge best practice research at no additional cost.

# Experience

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## Senior Project Team Qualifications

**Dr. Ned Murray**, AICP, is the Associate Director of the Florida International University Metropolitan Center. Dr. Murray has over 20 years of professional and academic experience in city planning and economic development, including 12 years as a city department head. He is a national expert on industry clusters. He holds a Ph.D. in Urban and Regional Planning with a concentration in economic development from the University of Massachusetts at Amherst and is a professionally certified planner with the American Institute of Certified Planners (AICP). Dr. Murray is a leading expert in the areas of urban planning and economic development. He has served as principal investigator (PI) on many landmark planning and economic studies in South Florida including the *City of Miami Florida East Coast (FEC) Railway Corridor Strategic Redevelopment Plan*, *Midtown Miami CRA Finding of Necessity Study and Plan Amendment*, *Economic Development Implementation Plan (EDIP) for Miami-Dade County* and *City of Miami Targeted Industry Study*. Dr. Murray has also served as PI on a number of recently completed studies including the *City of Doral Economic Development Strategic Plan*, *City of Deerfield Beach Citywide Economic Development Strategic Plan*, *Pompano Beach Transportation Corridor Studies: Transformation Plan* and *Pompano Beach Transportation Corridor Studies: Existing Conditions and Development Opportunities Report*.

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**Kevin Greiner**, MUP, JD is the Florida International University Metropolitan Center's Senior Research Fellow. Mr. Greiner is a development planner and urban economist with extensive experience leading a wide variety of comprehensive redevelopment and planning projects in the private and public sectors. His research at the Center focuses on regional economic competitiveness, community development best practices, and innovation policy. Mr. Greiner also maintains a consulting practice serving private, public and non-profit clients. He currently represents the NW 7th Avenue Community Redevelopment Agency (Miami) as its Economic Development Coordinator and is completing numerous strategic development plans for agencies throughout South Florida.

Mr. Greiner previously served as the Director of Planning for the City of Buffalo, New York, and Vice President of the Buffalo Economic Development Corporation. He is also currently Chairman of the City of South Miami Planning Board. Mr. Greiner's work has been received numerous professional awards, has crafted a reputation for creative development solutions balancing community planning issues with immediate economic realities. Mr. Greiner received his Master of Urban Planning (MUP) and Law (JD) degrees from the University at Buffalo, State University of New York. Mr. Greiner has co-authored many of the Center's recent Economic Development Strategic Plans including the *City of Doral Economic Development Strategic Plan*, *City of Deerfield Beach Citywide Economic Development Strategic Plan* and *Miami-Dade County West End Plan*.

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**Dr. Maria Ilcheva** has been employed as a senior researcher at the Metropolitan Center since 2009. Dr. Ilcheva has been involved with a number of economic and planning projects including a recent Economic Impact Analysis for a major motion picture studio in Miami-Dade County and an annual study on hurricane impacts and mitigation in Florida. Dr. Ilcheva has previously been involved with the research on the *City of Deerfield Beach Citywide Economic Development Strategic Plan*, *Pompano Beach Transportation Corridor Studies: Transformation Plan* and *Pompano Beach Transportation Corridor Studies: Existing Conditions and Development Opportunities Report* and directed the research on the 2013 *City of Miami Annexation Feasibility Study* which assessed the feasibility of annexing several areas in the city.

She also conducted the *City of Hialeah Economic Outlook* project, which entailed a comprehensive analysis of the city's economic base, and the *Comprehensive Community Needs Assessment of Miami-Dade County* that provided a detailed analysis of the population needs in the county. Dr. Ilcheva also assisted in the production of the *Thirty-Year Retrospective Report* for the Miami-Dade Economic Advocacy Trust. She has also led or collaborated in several annexation and comprehensive planning studies for the Cities of Sweetwater, West Miami and Opa-Locka.

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# Proposed Work Program

The FIU Metropolitan Center will provide an “Economic Analysis” for the City of Dania Beach and facilitate a subsequent “Community Charrette” to gain input from City officials and community stakeholders on the planned “Dania Beach City Center Development.” The proposed Economic Analysis will provide the underpinnings for the Community Charrette on the Dania Beach City Center Development. The two-step planning process includes the following tasks:

## A. Economic Analysis

*Task 1. Demographics and trends in areas including but not limited to age, income, education, employment by industry, occupation, and employment growth forecasts*

The FIU Metropolitan Center will examine demographic and economic conditions, including an analysis of conditions and trends which will impact the planned development of the City Center including:

- Population characteristics, dynamics and trend lines, including household, income, age, labor force, out-migration, in-migration, growth dynamics and the City’s population context and position within Broward County and South Florida;
- Employment, industry and business data analysis, including:
  - Employment by occupation
  - Employment by industry sector (NAICS)
  - Class of workers
  - Business Inventory
  - Potential target industries and businesses
  - Potential advanced industry sectors
  - Local small business employment opportunities
- Real Estate Market Performance Trends, including:
  - City land availability and costs
  - Local residential market characteristics and dynamics
  - Local office market characteristics and dynamics
  - Local retail market characteristics and dynamics

*Task 2. Local demand for goods and services, economic advantages and opportunities*

The Metropolitan Center will apply a “Competitive Advantage Model” analysis to identify the potential economic drivers that can attract private investment and enable business growth in Downtown Dania Beach. The competitive advantage methodology will identify local economic advantages, disadvantages, demand conditions and economic opportunities based on the presence of high-growth businesses that could potential locate to the planned City Center development and adjoining areas in the City’s Downtown.

### *Task 3. “Best Practice” research of comparable City Center Developments among “peer” cities*

The FIU Metropolitan Center excels at “best practice” research and comparative benchmark analysis. The best practice research and case study examples will provide a useful comparison for the City in determining the appropriate mix of uses, densities and public space for the City Center.

### *Task 4. Competitive Assessment*

Based on the analysis completed in Tasks 1 through 3 above, the FIU Metropolitan Center will complete a “Competitive Assessment” - a visual summary of key findings, to serve as a background information package and marketing tool for the City Center Development.

### *Task 5. Existing and potential economic conditions and factors that would stimulate economic growth and investment*

Using the analysis completed in Tasks 1 through 4 above, the FIU Metropolitan Center will perform an analysis of the conditions and factors that would stimulate growth and investment in the City’s Downtown. The Metropolitan Center will identify and articulate the specific needs of businesses as local strengths or potential targets. These findings will be used to direct strategies and resources into the economic and redevelopment planning of the City Center and Downtown.

## **B. The Community Charrette**

### **1. Objective**

*The objective of the Community Charrette is to elicit ideas and input from City officials and community stakeholders on the planned Dania Beach City Center Development. Charrette participants will be presented external economic and market analysis on new trends and opportunities that will help sharpen and clarify the City’s vision for the City Center Development.*

The three main products of the Community Charrette are:

- a) A quantifiably prioritized set of overarching planning and policy goals for the planned City Center Development including strategic goals and objectives;
- b) A quantifiably prioritized set of action items — specific projects and programs to be undertaken by the CRA, in order of priority, to advance the City Center Development;
- c) A quantifiably prioritized set of operational priorities — specific Board and staff actions and procedures that need to be implemented to achieve the goals and action agenda for the City Center developed at the Community Charrette.

### **2. Community Charrette Program**

The Community Charrette program will begin with a presentation by the FIU Metropolitan Center of the completed “Economic Analysis.” of Dania Beach. The presentation will highlight 1) key trends in the local and regional economy, real estate markets and public finance affecting Dania Beach and the planned City Center development, and 2) best practices and strategic action implemented by high performing CRA’s and economic development agencies in City Center development/redevelopment projects.

During the presentation, charrette assistants compile the goals, action item and operational item lists provided by the City officials into single lists, and transfer them to large working sheets. The lists are presented and discussed by charrette participants.

After hearing the presentation, City officials are given an opportunity 1) ask questions of the moderator, and 2) add items to the priority lists.

Board members are then given 5 green, 10 blue, and 5 red post-it colored self-sticking dots. The dots are to be used by City officials to indicate their priorities by “spending” their dots on the goals, action items, and operational procedures on the compiled list.

The initial ranking is reviewed and discussed. City officials are then asked to comment on the ranking.

The top 5 goals, top 10 action items, and top 5 operational procedures are re-compiled separately on new worksheets, without and rank indicators. The City officials are given a new set of self-sticking dots, and asked to complete a second round of ranking, placing as many or few dots next to each item on the separate lists as they choose.

The results of the final ranking exercise are reviewed and discussed.

### **3. Citizen Participation**

As the Community Charrette is an open meeting under State law, it must be noticed publicly. There will be a public audience. The members of the public attending the event will be invited to conduct their own separate goal setting and action item ranking exercise in parallel with City officials at the charrette. The public will not be allowed to speak, but will construct and rank goal and action item lists at the same time as the Board members. This exercise can be informative and entertaining, as City officials and the CRA Board and public get to visibly share and compare their priorities in the same space.

### **4) Community Charrette Location and Requirements**

Community charrettes works best in a relaxed and informal setting. They’re meant to be open, informative, civil, and a little bit fun. The charrette format works best off-site at a community center, meeting hall, or conference room on a weekend or weekday morning, so that participants are more relaxed and attentive.

The requirements and materials required are as follows: (to be provided by the City)

Room with seating for 50-100, with sound, projector screen, and free walls to post materials onto

Microphone

Large format, lined Post-it note (24 x 36 in.) sheets, and self-adhesive dots (Green, blue, red)

Sharpies, ball point pens

Coffee, water, refreshments

A Photographer – to record the event as it occurs

Preliminary priority goal sheets (supplied by the FIU Metropolitan Center

## Project Deliverables

- 1) Economic and Market Analysis of the City of Dania Beach and proposed City Center Development to serve as the economic underpinnings for the “Community Charrette.”
- 2) The convening of a Community Charrette to establish a clear set of planning and policy goals and objectives for the proposed City Center Development based on strong community engagement
- 3) Based on the Community Charrette, a “City Center Development Action Plan” with specific operational steps to be undertaken by the City and CRA to advance the proposed City Center Development

## Timeline and Budget

| Project Deliverables | Duration       | Costs           |
|----------------------|----------------|-----------------|
| Economic Analysis    | 30 days        | \$20,000        |
| Community Charrette  | 15 days*       | \$15,000        |
| <b>Total:</b>        | <b>45 Days</b> | <b>\$35,000</b> |

\*includes program planning and follow-up documentation to one-half day Community Charrette.

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION ACCEPTING AN ART OF COMMUNITY GRANT AWARD IN THE AMOUNT OF THIRTY TWO THOUSAND DOLLARS (\$32,000.00) FROM THE COMMUNITY FOUNDATION OF BROWARD FOR THE “DANIA BEACH: HONOR THE LEGACY” PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

### Purchasing Requests ONLY

|       |         |      |
|-------|---------|------|
| Dept: | Acct #: | Amt: |
| Fund: |         |      |

### Fiscal Impact/Cost Summary

|  |
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### Exhibits Attached

Community Foundation of Broward Grant Memo, Community Foundation of Broward Art Grant Resolution, Art of Community Grant Agreement

## Memorandum

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: May 8, 2018

Re: **Community Foundation of Broward: Art of Community Grant Award - \$32,000.00**

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On June 3, 2015, the CRA Board approved and adopted the Community Redevelopment Plan update. In addition, the City Commission of the City of Dania Beach retroactively approved and adopted the 2015 Community Redevelopment Plan update on February 13, 2018. With the understanding that vibrant, thriving communities are enhanced by public art, the “Beautification and Appearance Improvement” section on page 83 of the adopted Community Redevelopment Plan empowers the CRA to pay for aesthetic and identity enhancements, including but not limited to, signage, entry features, public art and landscaping.

The Community Foundation of Broward is a 501(c)(3) public charity founded in 1984. In 2011, the Community Foundation of Broward launched the Art of Community grant program to promote and fund civic engagement projects that use the arts to bridge, build and bond communities. Since then, Art of Community grants of up to One Hundred Thousand Dollars (\$100,000) have been awarded to many non-profit and public entities.

On February 28, 2018, the CRA applied for a matching Art of Community grant in the amount of Twenty Five Thousand Dollars (\$25,000.00) for the “Dania Beach: Honor the Legacy” project, the focus of which is to showcase the rich history of Dania Beach and promote the tourism economy through community engagement and public art.

On April 2, 2018, the Community Foundation of Broward announced that the CRA was selected for funding in the amount of Thirty Two Thousand Dollars (\$32,000.00). The grant award requires a CRA match inclusive of Twenty Five Thousand Dollars (\$25,000.00) in cash, half of which must be available at the beginning and midpoint of the grant period of June 1, 2018 to May 31, 2019 and will spread over two fiscal years. Although the CRA has funding available to cover the full Twenty Five Thousand Dollar (\$25,000.00) match, the CRA aims to seek corporate contributions to offset the required cash match. The Community Foundation of Broward will provide full funding of the grant award upon execution of an Agreement.

Lead artist, Gary Moore and historian Paul George will collaborate with residents, local historians and the business community of Dania Beach in the research, design and fabrication of eight (8) permanent historical and cultural markers that honor and document the unique history of Dania Beach. Ultimately, each marker will serve as the foundation of a self-guided walking tour.

## Recommendation

That the CRA Board approve and accept the grant award and Agreement in the amount of Thirty Two Thousand Dollars (\$32,000.00) from the Community Foundation of Broward for the Art of Community grant project known as the “Dania Beach: Honor the Legacy” project.

## **RESOLUTION NO. 2018-CRA-008**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA ACCEPTING AN ART OF COMMUNITY GRANT AWARD IN THE AMOUNT OF THIRTY TWO THOUSAND DOLLARS (\$32,000.00) FROM THE COMMUNITY FOUNDATION OF BROWARD FOR THE "DANIA BEACH: HONOR THE LEGACY" PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, at the June 3, 2015 CRA Board meeting, the CRA Board approved and adopted the Community Redevelopment Plan update; and

**WHEREAS**, at the February 13, 2018 meeting of the City of Dania Beach Commission, the City Commission pursuant to Florida Statutes Chapter 163, Part III, retroactively approved and adopted the 2015 Community Redevelopment Plan; and

**WHEREAS**, vibrant, thriving communities are enhanced by public art and the "Beautification and Appearance Improvement" section on page 83 of the adopted Community Redevelopment Plan empowers the CRA to pay for aesthetic and identity enhancements, including but not limited to, signage, entry features, public art, and landscaping; and

**WHEREAS**, the Community Foundation of Broward is a 501(c)(3) public charity founded in 1984 with a mission to provide leadership on community solutions and foster philanthropy that connects people who care with causes that matter; and

**WHEREAS**, in 2011, the Community Foundation of Broward launched the Art of Community grant program to promote and fund civic engagement projects that use the arts to bridge, build and bond communities and since then it has awarded Art of Community grants of up to \$100,000.00 to many non-profit and public entities; and

**WHEREAS**, on February 28, 2018, the CRA applied for a matching Art of Community grant in the amount of Twenty Five Thousand Dollars (\$25,000.00) for the "Dania Beach: Honor the Legacy" project, the focus of which is to showcase the rich history of Dania Beach and promote the tourism economy through community engagement and public art; and

**WHEREAS**, On April 2, 2018, the Community Foundation of Broward announced that the CRA was selected for funding in the amount of \$32,000.00; and

**WHEREAS**, the grant award requires a CRA match inclusive of Twenty Five Thousand Dollars (\$25,000.00) in cash, half of which must be available at the beginning and midpoint of the grant period of June 1, 2018 to May 31, 2019 and will spread over two fiscal years; and

**WHEREAS**, although the CRA has funding available in the Professional Services Redevelopment Initiatives account 106-52-08-552-31-42 for a budget transfer to cover the full Twenty Five Thousand Dollar (\$25,000.00) match, the CRA aims to seek corporate contributions to offset the required cash match; and

**WHEREAS**, the Community Foundation of Broward will provide full funding of the grant award upon execution of an Agreement, attached as Exhibit “A”; and

**WHEREAS**, as outlined in the application, lead artist, Gary Moore, historian Paul George and the Friends of the Dania Beach Paul DeMaio Library will collaborate with residents, local historians and the business community of the City of Dania Beach in the research, design and fabrication of eight permanent historical and cultural markers that honor and document the unique history of Dania Beach and such markers will be located within walking distance within the City Center and be the basis of a self-guided walking tour;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DANIA BEACH COMMUNITY REDEVLEOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:**

**Section 1.** That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

**Section 2.** That the CRA Board approves and accepts the grant award in the amount of Thirty Two Thousand Dollars (\$32,000.00) from the Community Foundation of Broward for the Art of Community grant project known as the “Dania Beach: Honor the Legacy” Project.”

**Section 3.** That the CRA Board authorizes the CRA Director and City Attorney to execute all necessary agreements.

**Section 4.** That the CRA Board authorizes and approves a transfer of Twenty Five Thousand Dollars (\$25,000.00) from the CRA Professional Services Redevelopment Initiatives account 106-52-08-552-31-42 to the CRA “Dania Beach: Honor the Legacy” Grant Account to provide the required cash match for the grant opportunity.

**Section 5.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 6.** That this Resolution shall become effective upon its passage and adoption.

**PASSED AND ADOPTED** on May 8, 2018.

ATTEST:

\_\_\_\_\_  
THOMAS SCHNEIDER, CMC  
CRA CLERK

\_\_\_\_\_  
TAMARA JAMES  
CRA BOARD CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
THOMAS J. ANSBRO  
CRA ATTORNEY

## GRANT AGREEMENT



COMMUNITY  
FOUNDATION  
OF BROWARD

For Good. For Ever.

Between the  
**COMMUNITY FOUNDATION OF BROWARD, INC.**  
910 East Las Olas Boulevard, Suite 200  
Fort Lauderdale, FL 33301  
954-761-9503

And

Grantee: Dania Beach Community Redevelopment Agency, Inc.  
Address: 100 W. Dania Beach Blvd.  
Dania Beach, FL 33004  
Contact: Rickelle Williams

### **TERMS AND CONDITIONS OF GRANT**

The following terms and conditions must be met by the above named Grantee ("Grantee") in order to receive the grant that has been awarded. If and when the Grantee fails to meet any of these terms and conditions, the Community Foundation of Broward ("Foundation") may withdraw its award and terminate the Grant Agreement ("Agreement") and shall thereupon have no further obligation to disburse to Grantee any remaining unpaid grant funds, and may further require repayment of any grant funds which were not used in accordance with the terms of this Agreement.

#### **I. General Terms**

Name of Project: **Dania Beach: Honor the Legacy**  
Grant Number: **20170737**  
Grant Amount: **\$32,000**  
Grant Period: **June 1, 2018 – May 31, 2019**  
Payment Schedule: **June 15, 2018 Pending executed agreement**

#### **II. Grant Purpose**

The City of Dania Beach is in transition and the use of art is the perfect way to bridge the history with the new. Artists Gary Moore and historian Paul George will engage residents to tell their stories of the history of Broward's first city and determine the most significant ones to be captured through different art forms (murals, auditory displays, etc.) or art pieces (sculptures, plaques, etc.) to display throughout an eight-stop walking trail in the downtown area, as outlined in the proposal.

#### **III. Budget and Use of Funds**

Funds must be used, by the Grantee, strictly in accordance with the terms of this Agreement, including the grant purpose set forth in paragraph I and II and the final budget on which the grant was based. Any changes must be submitted in writing to the Foundation and be approved by the Foundation.

#### **IV. Reversion of Funds**

All funds not expended for the purposes agreed to by the Grantee and the Foundation must be returned to the Foundation.

#### **V. Records Maintenance and Review/ Reports**

Grantee must maintain files and records on the project funded and allow Foundation staff reasonable access for the purpose of verifying procedures and operations and financial audits and investigations as deemed necessary concerning the grant. Records must be maintained that identify the purpose for which grant funds have been expended based on project budget submitted. The appropriate Grantee's personnel must be available for discussion on such matters. Maintenance of files and records should be for a period of at least three years after completion or termination of the project.

**The Grantee agrees to submit to the Foundation reports as follows:**

| Requirement      | Due Date          | Payment Date | Payment Amount |
|------------------|-------------------|--------------|----------------|
| Signed agreement | June 15, 2018     | Upon Receipt | \$32,000       |
| Mid-Year Report  | November 15, 2018 | No Payment   | N/A            |
| Final Report     | May 31, 2019      | No Payment   | N/A            |

**The Grantee agrees to submit to the Foundation reports using the forms available on [cfbroward.org/grantforms](http://cfbroward.org/grantforms) and email completed reports with required backup to [reports@cfbroward.org](mailto:reports@cfbroward.org).** Reports should include narrative information and financial accounting of the expenditure of these grant funds that demonstrate that they were used for the purpose for which the grant is made.

You must also upload high resolution photos to your DropBox (*min. 800KB for jpeg or resolution at 300 dpi*) and/or videos to your DropBox of your program in action with model releases and allow the Foundation to use them and information about your project in as part of our publicity efforts.

#### VI. Evaluation/ Site Visits

In order to assess the effectiveness of our grants, the Foundation may conduct an evaluation of the program funded by this grant, which may include written and/or verbal evaluation by the Foundation or a third party authorized by the Foundation.

Scheduled and unannounced site visits may occur by representatives of the Foundation to observe the Grantees program.

Additionally, we would like to be informed when special events are occurring throughout the year so we may have the opportunity to share your organization and programs with our staff, Board members and Donors. This could range from observing a project we funded or other notable programs you implement that would be interesting to showcase.

#### VII. Publicity

In acknowledgement of the Foundation's support of this program, grantee shall provide the Foundation with appropriate publicity and recognition. **All related promotional materials and communications must be submitted for approval no later than three (3) business days prior to print and distribution.** This includes print and digital media such as press releases, signage, invitations, announcements, programs, feature stories, materials produced as part of your grant, and other public information for internal and external use. Please follow the communication guidelines available on our website at [cfbroward.org/guidelines](http://cfbroward.org/guidelines). This grant was made possible by the following Fund(s) (list all):

**This has been made possible by support from the following  
Community Foundation of Broward Funds:**

**Harold D. Franks Fund, Linda and Michael Carter Fund  
and Frank D. and Anita M. Butler Endowment Fund**

**The Fund(s) should be recognized exactly as listed above.** We ask that you submit copies of all such publicity with your project reports. Any statement about Foundation policy or staff should be cleared in advance with the Foundation.

#### VIII. Special Conditions

- **Thursday, May 31, 2018 from 2 – 4pm a mandatory grantee meeting** will be held at the Foundation. Grantees will learn of expectations regarding PR and communications, reporting requirements, and outcomes as it relates to this grant. **Attendance is required by the project manager(s), and marketing or communication staff.** CEO/Executive Director attendance is optional.
- **Thursday, October 18, 2018 from 9 – 11am an Art of Community Showcase** will be held at the Foundation. Grantees will highlight their projects during this event. **Attendance is required by the CEO/Executive Director, project managers, and artist(s).** Additional dates to be announced.

#### IX. Miscellaneous

The Grantee agrees to continue to maintain its eligibility for this grant during the entire grant period. This includes, but is not limited to, maintaining its legal status as an organization qualified under 501 (c)(3) of the Internal Revenue Code and maintaining its principal place of operation and/or providing services according to grant purpose in Section I in Broward County, Florida. If any change occurs in grantee's status, or in key staff responsible for this grant, or in the grantee's ability to execute this grant as approved, the Foundation must be notified immediately. The Foundation is pleased to provide the grant encompassed by this agreement but cannot accept legal responsibility for the project. Accordingly, the Grantee agrees to indemnify and hold harmless the Foundation from any and all liability the Foundation may incur in connection with Grantee's participation and administration of this grant.

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The Board and staff of the Community Foundation of Broward are pleased to make this grant to your organization. Please sign and return the Agreement as evidence of your understanding of and agreement with the terms outlined. Return completed document to the Community Foundation of Broward, 910 E. Las Olas Boulevard, Suite 200, Fort Lauderdale, FL 33301.

By: \_\_\_\_\_  
**Linda B. Carter, President/CEO**  
Community Foundation of Broward, Inc.

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
**Rickelle D. Williams, Executive Director**  
Dania Beach Community Redevelopment Agency, Inc.

\_\_\_\_\_  
Date

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

| Requested Action (Identify appropriate Action or Motion)                                                    |  |  |
|-------------------------------------------------------------------------------------------------------------|--|--|
| Florida Department of Economic Opportunity (DEO): Community Planning Technical Assistance Grant Application |  |  |

| Purchasing Requests ONLY |         |      |
|--------------------------|---------|------|
| Dept:                    | Acct #: | Amt: |
| Fund:                    |         |      |

| Fiscal Impact/Cost Summary |
|----------------------------|
|                            |

| Exhibits Attached                                                 |
|-------------------------------------------------------------------|
| DEO Technical Assistance Grant CRA Memo, DEO Grant Request Letter |

## Memorandum

To: Chair, Vice Chair and Board of Commissioners  
From: Rickelle Williams, Executive Director  
Date: May 8, 2018  
Re: **Florida Dept. of Economic Opportunity Grant Application**

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The Florida Legislature has appropriated funding to the Florida Department of Economic Opportunity (DEO) for Community Planning Technical Assistance Grants. The grants provide communities the opportunity to develop innovative planning and development strategies to promote a diverse economy, vibrant rural and suburban areas and meet the requirements of the Community Planning Act, while protecting environmentally sensitive areas. DEO's Bureau of Community Planning and Growth has solicited technical assistance grant requests for state fiscal year (FY) 2018-2019.

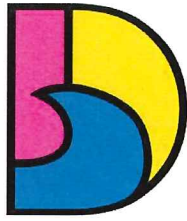
Grant awards typically range from Twenty Five Thousand Dollars (\$25,000) to Forty Thousand Dollars (\$40,000.00), but award amounts may vary. Community Planning Technical Assistance Grants are available to counties, municipalities and regional planning councils. Submission of a request for funding does not guarantee that funding will be provided. As Community Redevelopment Agencies (CRAs) are not eligible to apply for the grant, the CRA has requested that the City of Dania Beach apply on behalf of the CRA and if awarded, subsequently engage with the CRA via Interlocal Agreement to provide the services.

The City of Dania Beach request for funding in the amount of Forty Thousand Dollars (\$40,000.00) is to complete an economic analysis and community charrette. Since the grant type is reimbursement, it is proposed that the grant, if awarded, be applied to costs expended by the CRA for the economic analysis and community charrette, proposed and anticipated to be done by Florida International University via separate Interlocal Agreement with the CRA.

The deadline for grant requests is May 7, 2018. Please note that this grant was not announced and brought to the attention of staff in a timely fashion to request prior approval, as a result, the City, through the CRA has submitted a funding request with the required signature of the chief elected official, Mayor Tamara James. If it is the desire of the CRA Board to withdraw the grant application, this may be done administratively.

## Recommendation

That the CRA Board approve the grant application for the Community Planning Technical Assistance Grant from the Florida Department of Economic Opportunity for research and consulting services relating to an economic analysis and community charrette.



DANIA BEACH  
SEA IT. LIVE IT. LOVE IT.

Mayor Tamara James  
City of Dania Beach  
100 W Dania Beach Boulevard  
Dania Beach, FL 33004

May 2, 2018

Julie A. Dennis, Director  
Florida Department of Economic Opportunity  
Division of Community Development  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-1420

Dear Ms. Dennis:

The City of Dania Beach is requesting funding through the Community Planning Technical Assistance Grant program facilitated by the Florida Department of Economic Opportunity (DEO). This funding request totals \$40,000.00 and is based on the need for an Economic Analysis and Community Charrette to guide smart growth planning to determine the practicality of redevelopment of a city-owned site in the heart of Downtown Dania Beach.

Established in 1904, the City of Dania Beach is the oldest city in Broward County. In 2002 the Community Redevelopment Agency (CRA) was created by the Dania Beach City Commission and the Broward County Board of County Commissioners and in 2009 expanded to include 1,349 acres comprising five neighborhoods in need of significant redevelopment. One of those neighborhoods is designated as the City Center (Downtown). While the broader City and Community Redevelopment area has seen a resurgence of redevelopment to include hotels and mixed-use developments, the City Center area has lacked the level of economic development needed to catapult Dania Beach as a premier City and destination.

The City seeks to investigate an approach for redevelopment of a nearly five-acre site in the City Center. The site currently houses a public parking garage, City Hall, library and open space. In an effort to encourage economic growth and sustainable development, the City would like to research and evaluate methods to facilitate redevelopment based on market research, economic indicators and community engagement.

Over the past few years, and most recently in summer 2017, the CRA, with the approval of the City Commission, has issued Requests for Qualifications (RFQs) to solicit an experienced developer to enter into a public-private partnership to develop the City Center site as a mixed-use development to include office, retail, residential and accessory uses. Ultimately no proposals were either submitted or accepted from the various solicitations.

Rather than issue another RFQ, the City would like to first engage with a firm to conduct an Economic Analysis and a Community Charrette to explore the feasibility of and options for redeveloping the site that would provide the highest and best use of the property from an economic standpoint. The technical assistance provided will also guide community stakeholders with generating a vision and buy-in for any proposed redevelopment project. This engagement will give elected officials, residents, business owners and developers an opportunity to express their ideas, desires, willingness, and capacity to create and execute a plan going forward grounded by current market and economic conditions.

The intent of the economic analysis and community charrette is to evaluate whether redevelopment of the site is practical; will stimulate sound economic development and the tax base; reinforce a sense of community; and promote an enhanced quality of life through culture, mobility, entertainment, recreation, and housing opportunity.

Three (3) primary products will be produced under the grant:

1. Economic and Market Analysis of the City of Dania Beach and proposed City Center Development to serve as the economic underpinnings for the "Community Charrette."
2. The convening of a Community Charrette to establish a clear set of planning and policy goals and objectives for the proposed City Center Development based on strong community engagement
3. Based on the Community Charrette, a "City Center Development Action Plan" with specific operational steps to be undertaken by the CRA to advance the proposed City Center Development

Please see the attached scope of work for further detail on the deliverables, due dates, documentation and budget. Thanks in advance for considering this funding request for technical assistance. If you have any questions or concerns, please reach out to me at [tamarajames@daniabeachfl.gov](mailto:tamarajames@daniabeachfl.gov) or at 954-258-7552.

Sincerely,



Tamara James  
Mayor, City of Dania Beach  
Chair, Dania Beach Community Redevelopment Agency

cc: City Commissioners

City of Dania Beach, Florida  
FY 2018-2019 Community Planning Technical Assistance Grant  
Scope of Work

Attachment 1  
SCOPE OF WORK

**1. GRANT AUTHORITY:**

This Community Planning Technical Assistance grant is provided pursuant to section 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2224Q, Chapter 2017-70, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

**2. PROJECT DESCRIPTION:**

Grantee will complete an "Economic Analysis" for the City of Dania Beach and facilitate a subsequent "Community Charrette" to gain input from City officials and community stakeholders on the potential "Dania Beach City Center Development." The Economic Analysis will provide the underpinnings for the Community Charrette on the Dania Beach City Center Development. Based on the "Community Charrette", the grantee will develop a "City Center Development Action Plan" with specific operational steps to be undertaken by the City to guide and advance, if appropriate, the proposed City Center Development.

**3. GRANTEE RESPONSIBILITIES:**

To perform the work and timely provide DEO with the deliverables identified in this paragraph and the table in paragraph 5 below pursuant to the terms of this Agreement. Grantee shall complete the following:

**A. Deliverable #1: Economic and Market Analysis** of the City of Dania Beach and proposed City Center Development to serve as the economic underpinnings for the "Community Charrette."

Grantee will produce a written document that identifies and evaluates:

- Demographics and trends in areas including but not limited to age, income, education, employment by industry, occupation, and employment growth forecasts
- Local demand for goods and services, economic advantages and opportunities
- *"Best Practice" research of comparable City Center Developments among "peer" cities*
- Competitive Assessment
- *Existing and potential economic conditions and factors that would stimulate economic growth and investment*

**B. Deliverable #2: Convening of a Community Charrette** to establish a clear set of planning and policy goals and objectives for the proposed City Center Development based on strong community engagement. Grantee will elicit ideas and input from City officials and community stakeholders on the planned Dania Beach City Center Development. Charrette participants will be presented external economic and market analysis on new trends and opportunities that will help sharpen and clarify the City's vision for the City Center Development.

**C. Deliverable #3: Develop a "City Center Development Action Plan"** based on the Community Charrette, with specific operational steps to be undertaken by the CRA to advance the proposed City Center Development. Grantee will produce a written action plan that will include:

**City of Dania Beach, Florida**  
**FY 2018-2019 Community Planning Technical Assistance Grant**  
**Scope of Work**

- A quantifiably prioritized set of overarching planning and policy goals for the planned City Center Development including strategic goals and objectives.
- A quantifiably prioritized set of action items — specific projects and programs to be undertaken by the City, in order of priority, to advance the City Center Development.
- A quantifiably prioritized set of operational priorities — specific Board and staff actions and procedures that need to be implemented to achieve the goals and action agenda for the City Center developed at the Community Charrette.

**4. DEO RESPONSIBILITIES:**

To receive and review deliverables and, upon acceptance of deliverables and receipt of a complete invoice, process payment pursuant to the terms of this Agreement.

**5. DELIVERABLES:**

The specific deliverables, tasks, minimum level of service, due dates, and payment amounts are set forth in the following table:

| <b>DELIVERABLES AND TASKS</b>                                                                                                                                                                                         | <b>MINIMUM LEVEL OF SERVICE</b>                                                                                                                                                                                                                                                                                                          | <b>PAYMENT<br/>AMOUNT NOT<br/>TO EXCEED</b> | <b>FINANCIAL<br/>CONSEQUENCES</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------------------|
| <b>Deliverable #1: Economic and Market Analysis</b><br><br>Grantee shall conduct an economic analysis and prepare a report in accordance with paragraph 3.A. above.<br><br><b>Deliverable due date: July 30, 2018</b> | Completion of Deliverable 1 as evidenced by submission of all of the following:<br><br>1. Economic Analysis Report<br><br>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and, if applicable, all maps identified above on a compact disc in PDF format. | \$20,000.00                                 | As provided in paragraph 9 below. |
| <b>Deliverable #2: Convening of a Community Charrette</b><br><br>Grantee shall conduct a community charrette meeting in accordance with paragraph 3.B above.<br><br><b>Deliverable due date: August 31, 2018</b>      | Completion of Deliverable 2 as evidenced by submission of all of the following:<br><br>1. Notice(s) of the community charrette meeting<br><br>2. Agenda for the community charrette meeting<br><br>3. Sign-in sheet of community charrette meeting participants                                                                          | \$15,000.00                                 | As provided in paragraph 9 below. |

**City of Dania Beach, Florida**  
**FY 2018-2019 Community Planning Technical Assistance Grant**  
**Scope of Work**

|                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------|
|                                                                                                                                                                                                                                                           | <p>4. Photographs of community charrette convening</p> <p>5. Handouts or presentation materials used at the community charrette</p> <p>6. Minutes or a written summary of comments made and received at the community charrette.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and, if applicable, all maps identified above on a compact disc in PDF format.</p> |            |                                   |
| <p><b>C. Deliverable #3: Develop a "City Center Development Action Plan"</b></p> <p>Grantee shall draft/prepare a City Center Development Action Plan in accordance with paragraph 3.C. above.</p> <p><b>Deliverable due date: September 30, 2018</b></p> | <p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <p>1. City Center Development Action Plan report</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and, if applicable, all maps identified above on a compact disc in PDF format.</p>                                                                                          | \$5,000.00 | As provided in paragraph 9 below. |
| <b>Total Payment Amount Not to Exceed:</b>                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            | <b>\$40,000.00</b>                |

**6. COST SHIFTING:**

The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed ten (10) percent of each deliverable total funding amount. Changes that exceed ten (10) percent of each deliverable total funding amount will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

City of Dania Beach, Florida  
FY 2018-2019 Community Planning Technical Assistance Grant  
Scope of Work

**7. INVOICE SUBMITTAL AND PAYMENT**

DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with Section I.G., **Grantee Payments**, in the amount(s) identified per deliverable in paragraph 5 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.1, **Funding Requirements of section 215.971**, F.S., of this Agreement, Grantee will be reimbursed for allowable costs incurred and expended during the Agreement period by Grantee in carrying out the Project.

Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail either (a) with a deliverable, or (b) no later than seven (7) calendar days after written notice to Grantee that DEO has accepted the deliverable. Invoices are not required to be submitted through the Ariba Supplier Network described in Section I.G.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address,
2. Grantee's federal employer identification number,
3. the Agreement number,
4. the Grantee's invoice number,
5. an invoice date,
6. the dates of service,
7. the deliverable number,
8. a description of the deliverable,
9. a statement that the deliverable has been completed and
10. the amount being requested.

Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section I.H., **Final Invoice**, of this Agreement.

**Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:

**A. For Work Performed by a Subcontractor:**

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payment claimed for the deliverables were specifically for the project, as described in this Scope of Work;
2. Copies of paid invoices submitted to Grantee by the Subcontractor; and,
3. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

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**B. For Work Performed by Grantee's Employees:**

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
2. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
  - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
  - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
3. Invoices or receipts for other direct costs.
4. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

C. Payment shall be provided to Grantee in accordance with section I.G., **Grantee Payments**, of this Agreement.

**8. REVIEW AND ACCEPTANCE OF DELIVERABLES.**

DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. If DEO determines that a deliverable is not sufficiently complete under this Agreement, DEO shall provide written notice of DEO's determination to Grantee's Agreement Manager by U. S. Mail or electronic mail. Grantee shall have 10 business days from the date of receipt of notice to correct the insufficiency, and during this 10 business day period, the financial consequences specified in section 9 of this Scope of Work will not be assessed. Payment for the deliverable shall not be due until the Grantee satisfactorily corrects the insufficiency and DEO notifies the Grantee's Agreement Manager in writing that the corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

**9. FINANCIAL CONSEQUENCES.**

Failure to complete a deliverable or provide DEO with a deliverable that DEO determines is sufficient under the Scope of Work no later than five (5) business days after the due date shall result in a financial consequence of \$50 per business day, up to a maximum of \$500, until the deliverable is received by DEO.

**10. SUBCONTRACTS.**

In accordance with Section I.N.1., and subject to the terms and conditions in Sections I.N.2. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract shall be provided to DEO's Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.

**11. BUSINESS DAY; COMPUTATION OF TIME.**

For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 5:00 p.m. on that day.

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**12. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT.**

Unless otherwise required under paragraphs 3 or 5 above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., proposed plan amendments, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable is required under paragraphs 3 or 5 above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date. Grantee shall address DEO's comments in the deliverable submitted to DEO for payment.

**13. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL.**

Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in section 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material previously prepared or prepared by another author. At the option of the Grantee, copies of relevant documents may be appended to documents submitted to DEO for payment.

**14. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.**

Notwithstanding section II.A of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be in accordance with the following:

- A. Requests for extension of one or more deliverable due dates shall be submitted in writing (which may be by electronic mail) to DEO's Agreement Manager no later than four (4) business days before the due date (or the earliest of multiple due dates for which the extension is requested);
- B. A request for extension must state the reason for the extension; and
- C. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective. This authority does not apply to an extension of the Agreement Period defined in Section I.C. of this Agreement.

This authority does not apply to an extension of the Agreement Period defined in Section I.C. of this Agreement.

**15. ADVERTISING AND INFORMATION RELEASE.**

Notwithstanding Sections I.F.6., Advertising, and I.F.10., Information Release, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this

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**16. NOTIFICATION OF INSTANCES OF FRAUD.**

Instances of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

**17. NONDISCRIMINATION.**

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment free workplace, with any allegation of harassment to be given priority attention and action.

**18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.**

If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- a. Stop work under this Agreement on the date and to the extent specified in the notice,
- b. Complete performance of such part of the work as shall not have been terminated by DEO,
- c. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest, and
- d. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.**

In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.