

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
TUESDAY, AUGUST 28, 2018 - 5:30 PM

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.

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. (ORDINANCE #2012-019)

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.

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.
-

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

4. PRESENTATIONS

- 1. 2018 Florida Festivals & Events Association SunSational Awards
- 2. FY2019 Budget Presentation

5. CONSENT AGENDA

- 1. Minutes:
Approve Minutes of the July 24, 2018 CRA Board Meeting
- 2. Travel Requests:

Request from Kathleen Weekes, CRA Manager, to attend the Florida Festival and Events Association (FFEA) Annual Conference Awards Luncheon in Bonita Springs,

Florida on August 21-22, 2018 (Estimated cost \$417.76)

3. RESOLUTION No. 2018-CRA-011

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING EXECUTION OF AN AGREEMENT WITH GARY MOORE D/B/A KNEEBABY ARTS, INC. WITHOUT COMPETITIVE BIDDING FOR ARTIST SERVICES RELATED TO THE DANIA BEACH “HONOR THE LEGACY PROJECT” PARTIALLY FUNDED BY THE ART OF COMMUNITY GRANT AWARD FROM THE COMMUNITY FOUNDATION OF BROWARD, IN AN AMOUNT NOT TO EXCEED FIFTY TWO THOUSAND DOLLARS (\$52,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

1. PATCH Rental & Vendor Fees
2. Update: Meeting with Bertha Henry, Broward County Administrator - Chairman James

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

MINUTES OF MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, JULY 24, 2018 – 6:00 P.M.

1. Call to Order/Roll Call

Chairman James called the meeting to order at 6:15 p.m.

Present:

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

2. Citizen Comments

There were no citizen comments at this meeting.

3. Administrative Reports

Director Williams introduced DeAndrae Spradley, the new CRA Economic Development Manager.

Director Williams reviewed the memo she distributed to the Board, which is attached to and incorporated into these minutes.

Discussion ensued regarding the rebranding/airport entrance sign funding and timeline.

Director Williams noted we are looking at the rebranding funding for any additional roadway signage.

Chairman James questioned where funding for the other entranceway signs was supposed to have come from before the rebranding funding was established.

Marc LaFerrier, Director of Community Development, explained we were going to go out to bid as a bid alternate for the other signs; we would have asked that the money be budgeted when it was brought to the Commission for approval.

Discussion ensued regarding railroad crossing safety concerns and quiet zones.

Director Williams noted staff would be meeting this week with FEC regarding violations and other issues on their property; however, we are responsible for the approach to the railway. We will need direction from the Board for the next fiscal year to implement the engineering plan, which the Board has already approved.

Board Member Salvino thinks we should put pressure on the FEC about the overgrowth and debris in their right-of-way from Sheridan Street to Griffin Road, and landscaping from Stirling Road to Sheridan Street.

Discussion ensued regarding the Arts & Seafood Celebration and the Dania After Dark events.

3.1 Dania After Dark - August 11, 2018

Director Williams reviewed the flyer in the agenda packet.

3.2 Art of Community Grant Kick-Off: August 11, 2018

Director Williams reviewed the flyer in the agenda packet.

4. Presentations

There were no presentations on this agenda.

5. Consent Agenda

5.1 Minutes:
Approve Minutes of the June 12, 2018 CRA Board Meeting

5.2 Travel Requests:

Request from Rickelle Williams, CRA Executive Director, to attend the 2018 ICSC Florida Conference & Deal Making in Orlando, Florida on August 25-28, 2018 (Estimated cost \$1,258.22)

Request from DeAndrae Spradley, CRA Economic Development Manager to attend the 2018 ICSC Florida Conference & Deal Making in Orlando, Florida on August 25-28, 2018 (Estimated cost \$1,056.53)

Request from Leon Carroll, CRA Urban Farm Coordinator, to attend the 2018 Organic Food & Farming Summit in Gainesville, Florida on July 26-28, 2018 (Estimated cost \$597.60)

Request from Emily Safran, CRA PATCH Market Manager, to attend the 2018 Fresh Access Bucks (FAB) Training in Lakeland, Florida on August 6-9, 2018 (Estimated cost \$324.25)

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

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

There were no discussion items on this agenda.

8. Board Member Comments

Vice-Chairman Harris requested something be done to soften the lighting in the atrium for the Dania After Dark events.

9. Information Items

There were no items on this agenda.

10. Adjournment

Chairman James adjourned the meeting at 6:53 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIRMAN – CRA

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

Request from Kathleen Weekes, CRA Manager, to attend the Florida Festival and Events Association (FFEA) Annual Conference Awards Luncheon in Bonita Springs, Florida on August 21-22, 2018 (Estimated cost \$417.76)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Travel Request Memo - Kathleen Weekes FFEA Awards, Travel Request - Kathleen Weekes FFEA Annual Conference Awards Luncheon

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: August 28, 2018

Re: **Travel Request for Kathleen Weekes to Attend the FFEA Sunsational Awards Presentation**

Background

The Dania Beach Community Redevelopment Agency (CRA) was advised by the Florida Festival and Events Association (FFEA) that the CRA won an award which was to be presented at FFEA's 24th Annual Conference in Orlando, Florida on August 22, 2018

Update

Due to the award notification date, the CRA was unable to present this travel request at the July 24th CRA Board meeting and requested travel authorization from the CRA Board through email communication. The travel request is for Kathleen Weekes, CRA Manager, to attend the Awards Luncheon and accept the Award. Approval was received. The total cost of this travel was \$417.76.

Recommendation

The CRA Board is asked to approve travel request authorization for CRA Manager Kathleen Weekes and ratify expenditures.

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Kathleen Weekes
DEPARTMENT: CRA
LOCATION: Bonita Springs, Florida
TRIP/TRAINING DATE: August 21 - 22, 2018
PURPOSE: Attend FFEA Annual Conference Awards Luncheon

CHECK ONE
☐ Certification
☐ General Training
☐ License
☒ Other

Note any overnight or out of state travel events attended in the last 12 months:
 N/A

ACCOUNT NO: 106-52-01-552-40-10

COST SUMMARY		
Expense	Description	Estimate
Guest Ticket for Awards Lunch	FFEA	\$ 45.00
Lodging (1 night @ \$150)	Hyatt Regency Resort	\$ 150.00
Per Diem	M&IE	\$ 88.50
TOTAL EXPENSES		\$ 283.50

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)			
Departure/Destination		Standard Mileage Calculation	
City of Dania Beach City Hall		Cost per Mile	Round Trip Mileage
Hyatt Regency Coconut Point, Bonita Springs, FL		0.545	246.3
TOTAL MILEAGE CALCULATION			\$ 134.26
TOTAL ESTIMATED TRAVEL COST			\$ 417.76

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.		
Traveler (print)	Signature	Date
Kathleen Weekes		
CRA Director (print)	Signature	Date
Rickelle Williams	<i>Rickelle Williams</i>	8/22/18
Finance Director (print)	Signature	Date
Nia Satterfield	<i>Nia Satterfield</i>	8/22/18
TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens	<i>TAS</i>	8/22/18

City of Dania Beach **Travel Per Diem Calculator**

Traveler Name: Kathleen Weekes

Description of Trip: Attend FFEA Annual Conference Awards Luncheon

Daily Per Diem Rate for FY 18: \$ 59.00

Destination: Bonita Springs, FL

First Date of Travel 21-Aug-18

Last Date of Travel 22-Aug-18

		Travel	Travel				
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date		21-Aug-18	22-Aug-18				
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =		\$ 44.25	\$ 44.25				

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 44.25

Total Per Diem Due to Traveler \$ 88.50

Meal Exclusions		
Date	Meal Provided	Amount
N/A		

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Williams, Rickelle
Sent: Monday, July 30, 2018 12:47 PM
To: Satterfield, Nicki
Cc: Weekes, Kathleen; Stevens, Tania; Schneider, Tom
Subject: CRA Travel Request - FFEA Awards

Good afternoon Nicki,

The CRA recently learned that we won an award for the 2018 Arts and Seafood Celebration from the Florida Festival and Events Association. We are requesting that Kathleen Weekes attend to receive the award on August 22, 2018 at the FFEA Annual Conference in Bonita Springs, FL. Total estimated cost is \$238.00. I will be seeking CRA Board approval for this travel via email and if approved, supporting documents will be placed on the August 28th CRA Board Meeting agenda for retroactive approval.

Thanks,

Rickelle Williams
Executive Director
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL
954-924-6801 Ext. 3732

Weekes, Kathleen

From: Williams, Rickelle
Sent: Monday, August 06, 2018 1:09 PM
To: Satterfield, Nicki
Cc: Weekes, Kathleen; Stevens, Tania; Schneider, Tom
Subject: RE: CRA Travel Request - FFEA Awards
Attachments: Re: Travel Request - CRA Award Acceptance; Re: Travel Request - CRA Award Acceptance; Re: Travel Request - CRA Award Acceptance

Thank you Nicki. We have approval from James, Harris and Brandimarte (see attached). The others board members have not responded but all we need is three correct?

Best,

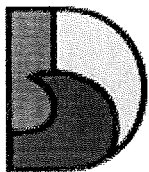
Rickelle Williams
Executive Director
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL
954-924-6801 Ext. 3732

From: Satterfield, Nicki
Sent: Tuesday, July 31, 2018 9:42 AM
To: Williams, Rickelle
Cc: Weekes, Kathleen; Stevens, Tania; Schneider, Tom
Subject: RE: CRA Travel Request - FFEA Awards

Hi Rickelle,

Congrats to the Seafood Festival! Let me know the outcome of the email. I'm sure it will be approved.

Nicki



DANIA BEACH
SEA IT LIKE IT COME IT

Nicki Satterfield
Finance Director | City Of Dania Beach
nsatterfield@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3609 | **Fax:** 954-922-5619

Weekes, Kathleen

From: James, Tamara
Sent: Monday, July 30, 2018 12:47 PM
To: Williams, Rickelle
Cc: Weekes, Kathleen
Subject: Re: Travel Request - CRA Award Acceptance

Approved.

Sent from my iPhone

On Jul 30, 2018, at 12:43 PM, Williams, Rickelle <rwilliams@daniabeachfl.gov> wrote:

Good afternoon CRA Board Members,

This email seeks your approval of a travel request which relates to an event occurring before the upcoming August 28th CRA Board Meeting. We learned of the event too late to be added to the July 24th CRA Board Meeting agenda.

Travel is requested for the following:

The Florida Festivals and Events Association advised that the Dania Beach CRA will receive an award at its Annual Conference Awards Luncheon in Bonita Springs, Florida on Wednesday, August 22, 2018. The CRA submitted entries for the 6th Annual Arts and Seafood Celebration. This request is for CRA Manager, Kathleen Weekes to attend the Luncheon and receive the CRA's 2018 award. Total Cost is \$238.00.

Please advise on whether we can proceed with making travel arrangements for this event. If approved we will bring the supporting documents for travel for the Board's consent on August 28, 2018.

Thanks you,

Rickelle Williams
Executive Director
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL
954-924-6801 Ext. 3732

Weekes, Kathleen

From: Harris, Bill
Sent: Monday, July 30, 2018 6:14 PM
To: Williams, Rickelle
Cc: Weekes, Kathleen
Subject: Re: Travel Request - CRA Award Acceptance

This board member approves the travel request

VMBH

Bill Harris
Vice Mayor | City of Dania Beach
bharris@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-670-9985

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From: Williams, Rickelle
Sent: Monday, July 30, 2018 12:43:39 PM
To: Williams, Rickelle
Cc: Weekes, Kathleen
Subject: Travel Request - CRA Award Acceptance

Good afternoon CRA Board Members,

This email seeks your approval of a travel request which relates to an event occurring before the upcoming August 28th CRA Board Meeting. We learned of the event too late to be added to the July 24th CRA Board Meeting agenda.

Travel is requested for the following:

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Please advise on whether we can proceed with making travel arrangements for this event. If approved we will bring the supporting documents for travel for the Board's consent on August 28, 2018.

Thanks you,

Rickelle Williams

Executive Director
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL
954-924-6801 Ext. 3732

Weekes, Kathleen

From: Chickie Brandimarte
Sent: Wednesday, August 01, 2018 10:14 PM
To: Williams, Rickelle
Subject: Re: Travel Request - CRA Award Acceptance

Yes

Sent from my iPhone

On Jul 30, 2018, at 12:43 PM, Williams, Rickelle <rwilliams@daniabeachfl.gov> wrote:

Good afternoon CRA Board Members,

This email seeks your approval of a travel request which relates to an event occurring before the upcoming August 28th CRA Board Meeting. We learned of the event too late to be added to the July 24th CRA Board Meeting agenda.

Travel is requested for the following:

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Please advise on whether we can proceed with making travel arrangements for this event. If approved we will bring the supporting documents for travel for the Board's consent on August 28, 2018.

Thanks you,

Rickelle Williams
Executive Director
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL
954-924-6801 Ext. 3732



U.S. General Services Administration

Search

FY 2018 Per Diem Rates for ZIP 34134

Lodging by month (excluding taxes) | October 2017 - September 2018

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

Meals & Incidentals (M&IE) Rates

View Rates

Primary Destination ①	County ②	2017 Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	STANDARD RATE	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93
Fort Myers	Lee	\$110	\$110	\$110	\$110	\$190	\$190	\$110	\$110	\$110	\$110	\$110	\$110
Naples	Collier	\$145	\$145	\$210	\$210	\$247	\$247	\$247	\$132	\$132	\$132	\$132	\$132

Meals & Incidentals (M&IE) Breakdown ①

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination ①	County ②	M&IE Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel ③
Standard Rate	STANDARD RATE	\$51	\$11	\$12	\$23	\$5	\$38.25
Fort Myers	Lee	\$59	\$13	\$15	\$26	\$5	\$44.25
Naples	Collier	\$64	\$15	\$16	\$28	\$5	\$48.00

Weekes, Kathleen

From: Weekes, Kathleen
Sent: Thursday, July 26, 2018 6:08 PM
To: Weekes, Kathleen
Subject: FW: FFEA Sunsational Awards - Congratulations!

From: Suzanne Neve <suzanne@ffea.com>
Date: Monday, July 16, 2018 at 9:17 AM
To: Suzanne Neve <suzanne@ffea.com>
Subject: FFEA Sunsational Awards - Congratulations!

Congratulations!

One or more of your entries for the Sunsational Award Program is a winner! Please review the materials below and let us know if you have any questions at all regarding the Award Announcement.

The award presentation will be on Wednesday, August 22, 2018 at the Hyatt Regency Coconut Point in Bonita Springs during the FFEA Annual Conference.

Registration for the conference can be done online here. If you are registered for the conference and would like to bring guests to attend ONLY the awards presentation, you may purchase guest tickets here. The awards presentation lunch will be from 12pm – 1:30pm.

If you submitted for multiple events and would like to know which event is a finalist, please let me know and I can tell you. We are unable to share the actual place prior to the ceremony.

When you arrive at the awards presentation, please sit at the reserved tables in the front of the room with anyone from your group who will be joining you on stage for the presentation. This will make the program run smoothly. ***In order for us to provide ample seating and make sure we have enough of our new award winner commemorative pins, please reply to this email to let me know how many people from your organization will be joining you on stage for the presentation.***

We will be featuring our award winners during the Tradeshow Happy Hour and Award Winner showcase beginning at 4:30pm on Wednesday, August 22 in the Calusa Ballroom at the Hyatt. This is your opportunity to see all of the entries and the winners, and take advantage of our NEW designated Award Winner signage for photo opportunities.

Following the award ceremony you will receive an email with the following:

- Press Release Customized to your Region
- Award Winner Logo to use on your Social Media, Website or Promotional Materials
- Link to website listing all winners and their entries
- Order form to order additional copies of your award for distribution to consultants or staff
- Details on requesting an FFEA Representative to present your awards locally at a City Council or Board Meeting

If you would like your physical entries back, you MUST pick them up on Friday, August 24th in the Ibis Meeting room between 9am – 11am. After 11am they will be disposed of as we cannot transport or ship them.

Thank you again for your participation – we had the highest number of entries in the history of our program. We are so excited to celebrate your accomplishments next month and can't wait to see you there!

Suzanne Neve, CEO

Florida Festivals & Events Association (FFEA)

2115 Alameda Avenue, Orlando, FL 32804

407.203.1334 *phone* | 888.740.0419 *fax*

Suzanne@ffea.com | www.ffea.com

Weekes, Kathleen

From: ffea@memberclicks-mail.net on behalf of Suzanne Neve <ffea@memberclicks-mail.net>
Sent: Friday, August 03, 2018 4:54 PM
To: Weekes, Kathleen
Subject: Form Submitted Successfully



Your guest tickets have been purchased and the confirmation is below. Tickets will be in your registration packet upon arrival. Please note that these tickets are for GUEST purposes only and no event badge will be available for guests. The tickets will allow access into the designated event and will not allow access into any other conference events. If you need to purchase a conference registration or one day pass instead of guest tickets, please contact me directly and I will make the changes for you. Thank you!

Tickets Purchased

Opening Reception:

Awards Lunch: 1

Tradeshow Happy Hour:

Tradeshow Tour & Lunch:

Superhero Social:

Payment Method:

Invoice #2348

Amount Paid:\$0.00

Balance: \$45.00

Suzanne Neve, Executive Director

Florida Festivals & Events Association (FFEA)

2115 Alameda Avenue, Orlando, FL 32804

407.203.1334 *phone* | 888.740.0419 *fax*

Suzanne@ffea.com | www.ffea.com

[Privacy Policy](#)

Weekes, Kathleen

From: Hyatt Regency Coconut Point <groupcampaigns@pkghlrss.com>
Sent: Monday, July 30, 2018 4:45 PM
To: Weekes, Kathleen
Subject: Hyatt Regency Coconut Point Reservation Confirmation



Florida Festivals+ & Events Association Convention ~ Aug 19, 2018 - Aug 25, 2018 ~ Hyatt Regency Coconut Point Resort & Spa

Dear Kathleen Weekes,

We are pleased to confirm your reservations at Hyatt Regency Coconut Point Resort & Spa. The staff of Hyatt Regency Coconut Point Resort & Spa is looking forward to your arrival as part of the Florida Festivals+ & Events Association Convention. Should your travel plans change and you need to make changes to your reservations, please [click here](#) or call 888-421-1442.

We look forward to welcoming you to Hyatt Regency Coconut Point Resort & Spa.

- The Staff of Hyatt Regency Coconut Point Resort & Spa

Reservation Details

Online Confirmation:	32L5Q8HQ
Date Booked:	Jul 30, 2018
Reservation Name:	Kathleen Weekes
Arrival Date:	Aug 21, 2018
Departure Date:	Aug 22, 2018

Room Type:	King Bed Room			
Number of Rooms:	1			
Number of Guests:	1			
Night by Night Rate:	Date	Guest(s)	Status	Rate
	Aug 21, 2018	1	Confirmed	150.00
	Additional Guest	Rate		
	Second Guest	0.00		
	Third Guest	0.00		
	Fourth Guest	0.00		
Total Charge:	150.00			
Tax Disclosure:	Room rates quoted do not include 11% tax.			
Add-Ons:				
Cancel Policy:	Reservations must cancel by 4PM EST at least 72 hours prior to arrival to avoid forfeiting one night's room rate.			



Dining



Golf



Spa

YOUR TRIP:Total Route: **3 hr 55 min - 246 miles**

Est. Fuel cost: \$20.50 - IRS Reimbursement: \$134.26



Print a full health report of your car with HUM
vehicle diagnostics (800) 906-2501



100 W Dania Beach Blvd, Dania, FL 33004-3643



1. Start out going west on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.03 miles



2. Turn left onto SW 3rd Ave.

Then 0.25 miles



3. Turn right onto Stirling Rd/FL-848.

Then 0.91 miles



4. Merge onto I-95 N toward W Palm Bch.

Then 1.76 miles



5. Take the I-595 exit, EXIT 24, toward Port Everglades/Ft Laud-Hlwd Int'l Airport.

Then 0.26 miles



6. Merge onto I-595 W via the ramp on the left toward I-75.

Then 12.65 miles



7. I-595 W becomes I-75 N (Portions toll).

Then 97.00 miles



8. Take the Bonita Beach Rd/County Hwy-865 exit, EXIT 116, toward Gulf Beaches/Bonita Springs.

Then 0.35 miles



9. Turn left onto Bonita Beach Rd/FL-865.

Then 3.53 miles



10. Turn right onto S Tamiami Trl/US-41 N/FL-45.

Then 4.66 miles



11. Turn left onto Coconut Rd.

Then 1.46 miles



12. 5001 COCONUT ROAD.

**Nyatt Regency Coconut Point Resort And Spa**

This leg: 1 hr 57 min - 122.85 miles

**1. Start out going east on Coconut Rd toward Via Veneto Blvd.**

Then 1.45 miles

**2. Turn right onto S Tamiami Trl/US-41 S/FL-45.**

Then 4.65 miles

**3. Turn left onto Bonita Beach Rd/FL-865.**

Then 3.37 miles

**4. Merge onto I-75 S toward Naples (Portions toll).**

Then 97.10 miles

**5. Stay straight to go onto I-595 E.**

Then 14.38 miles

**6. Take the US-1 S exit, EXIT 12A, toward Dania Beach/Int'l Airport.**

Then 0.56 miles

**7. Merge onto S Federal Hwy/Broward County A1A Scenic Highway/US-1 S/FL-A1A/FL-5 toward Dania Bch.**

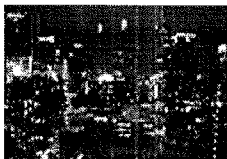
Then 1.89 miles

**8. Turn right onto W Dania Beach Blvd.**

Then 0.09 miles

**9. 100 W DANIA BEACH BLVD is on the left.****100 W Dania Beach Blvd, Dania, FL 33004-3643**

This leg: 1 hr 57 min - 123.49 miles



**Book a hotel tonight and
save with some great deals!**
(1-877-577-5766)



**Car trouble mid-trip?
MapQuest Roadside
Assistance is here:**
(1-888-461-3625)



Standard Mileage Rates for 2018 Up from Rates for 2017

IR-2017-204, Dec. 14, 2017

WASHINGTON — The Internal Revenue Service today issued the 2018 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2018, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 54.5 cents for every mile of business travel driven, up 1 cent from the rate for 2017.
- 18 cents per mile driven for medical or moving purposes, up 1 cent from the rate for 2017.
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate and the medical and moving expense rates each increased 1 cent per mile from the rates for 2017. The charitable rate is set by statute and remains unchanged.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other requirements are described in Rev. Proc. 2010-51.

Notice 2018-03, posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

Page Last Reviewed or Updated: 14-Dec-2017

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH GARY MOORE D/B/A KNEEBABY ARTS, INC. WITHOUT COMPETITIVE BIDDING FOR ARTIST SERVICES RELATED TO THE DANIA BEACH “HONOR THE LEGACY PROJECT” PARTIALLY FUNDED BY THE ART OF COMMUNITY GRANT AWARD FROM THE COMMUNITY FOUNDATION OF BROWARD, IN AN AMOUNT NOT TO EXCEED FIFTY TWO THOUSAND DOLLARS (\$52,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Gary Moore Art of Community Memo, Gary Moore Art of Community Grant Resolution (Legal and Fin Review 8-16-.._

To: Chair, Vice Chair and Board of Directors
From: Rickelle Williams, Executive Director
Date: August 28, 2018
Re: Gary Moore Contract—Art of Community Grant for “Dania Beach: Honor the Legacy” Project

Background

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. 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.

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. The Art of Community grant application listed Gary Moore as the artist to provide artist services related to executing the scope of the “Dania Beach: Honor the Legacy” project.

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). At the May 8, 2018 CRA Board meeting, the Board adopted Resolution No. 2018-CRA-008 accepting the Art of Community Grant award from the Community Foundation of Broward. The Community Foundation of Broward has already provided up-front payment of Thirty Two Thousand Dollars (\$32,000.00) in funding for the grant.

As outlined in the application, lead artist, Gary Moore, will collaborate with residents, local historians and the business community 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. The grant stipulates the allocation of funds to include Twelve Thousand Dollars (\$12,500.00) for artist fees, Thirty Two Thousand Dollars (\$32,000.00) for supplies and Seven Thousand Five Hundred Dollars (\$7,500.00) for studio rental, and Five Thousand Five Hundred Dollars (\$5,500.00) for permits or other costs for a total of Fifty Seven Thousand Five Hundred Dollars (\$57,500.00). The agreement with Gary Moore d/b/a Kneebaby Arts, Inc. will be for Artist Services for a total of Fifty Two Thousand Dollars (\$52,000.00), of which Thirty Two Thousand Dollars (\$32,000.00) shall be paid on a reimbursement basis.

Recommendation

Motion to approve contract in the amount of Fifty Two Thousand Dollars (\$52,000.00) with Gary Moore d/b/a Kneebaby Arts Inc. for the “Dania Beach: Honor the Legacy” Project.

RESOLUTION NO. 2018-CRA-011

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING EXECUTION OF AN AGREEMENT WITH GARY MOORE D/B/A KNEEBABY ARTS, INC. WITHOUT COMPETITIVE BIDDING FOR ARTIST SERVICES RELATED TO THE DANIA BEACH "HONOR THE LEGACY PROJECT" PARTIALLY FUNDED BY THE ART OF COMMUNITY GRANT AWARD FROM THE COMMUNITY FOUNDATION OF BROWARD, IN AN AMOUNT NOT TO EXCEED FIFTY TWO THOUSAND DOLLARS (\$52,000.00); 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 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 has awarded Art of Community grants of up to One Hundred Thousand Dollars (\$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, the Art of Community grant application listed Gary Moore as the artist to provide artist services related to executing the scope of the “Dania Beach: Honor the Legacy” project; and

WHEREAS, as outlined in the application, lead artist, Gary Moore, will collaborate with residents, local historians and the business community 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; and

WHEREAS, 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); and

WHEREAS, at the May 8, 2018 CRA Board meeting, the Board adopted Resolution No. 2018-CRA-008 accepting the Art of Community Grant award from the Community Foundation of Broward; and

WHEREAS, the Art of Community Grant period ends on May 31, 2019; and

WHEREAS, the Community Foundation of Broward has already provided Thirty Two Thousand Dollars (\$32,000.00) in funding for the grant and the CRA has available the required match in account 106-52-01-552-48-16; and

WHEREAS, as stipulated in the grant, the allocation of funds includes Twelve Thousand Five Hundred Dollars (\$12,500.00) for artist fees, Thirty Two Thousand Dollars (\$32,000.00) for supplies, Seven Thousand Five Hundred Dollars (\$7,500.00) for studio rental, and Five Thousand Five Hundred Dollars (\$5,500.00) for permits or other costs for a total of Fifty Seven Thousand Five Hundred Dollars (\$57,500.00); and

WHEREAS, the agreement with Gary Moore d/b/a Kneebaby Arts, Inc., shall be for Artist Services for a total of Fifty Two Thousand Dollars (\$52,000.00), of which Thirty Two Thousand Dollars (\$32,000.00) shall be paid on a reimbursement basis with approval by the CRA Executive Director; and

WHEREAS, the CRA Executive Director recommends that the CRA Board execute an agreement with Gary Moore d/b/a Kneebaby Arts, Inc. up to and through May 31, 2019, or at completion of the project unless earlier terminated for the provision of Artist Services in connection with the Art of Community Grant from the Community Foundation of Broward; a

copy of the Agreement and Scope of Services are attached as composite Exhibit “A” and are made a part of and incorporated into this Resolution by this reference;

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. The CRA Board authorizes the agreement with Gary Moore d/b/a Kneebaby Arts, Inc. for Artist Services in the amount of Fifty Two Thousand Dollars (\$52,000.00) for the Art of Community grant project “Dania Beach: Honor the Legacy” grant project.

Section 3. That the CRA Board authorizes the CRA Director and City Attorney to execute all necessary agreements and to make revisions as may be deemed necessary in the best interest of the CRA.

Section 4: That the funding for services is planned and appropriated in the Promotional Activities Community Foundation Grant Account 106-52-01-552-48-16.

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 August 28, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
GARY MOORE D/B/A KNEEBABY ARTS, INC.**

THIS AGREEMENT is made 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 Gary Moore D/B/A Kneebaby Arts, Inc., a Florida corporation (**the "Consultant"**) having an address at 24441-1 East Aragon Blvd, Sunrise, Florida 33313. The City of Dania Beach, Florida is an intended third party beneficiary of this Agreement.

WHEREAS, the Consultant and CRA, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for **ARTIST SERVICES** related to the "DANIA BEACH HONOR THE LEGACY PROJECT" (the "Project"), partially funded through an Art of Community Grant from the Community Foundation of Broward; and

WHEREAS, the CRA desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement, the Consultant and the CRA agree as follows.

1. Scope of Services/Deliverables.

The Consultant shall provide services for the Project described in this Agreement.

2. Term/Commencement Date.

This Agreement shall become effective upon execution by both parties and shall remain in effect through or until completion of the Project (which is due before May 31, 2019) unless earlier terminated in accordance with Paragraph 8. The CRA Executive Director may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.

3. Compensation and Payment.

3.1 Artist Fee: The Consultant shall be compensated a total of \$12,500.00 for the "Project" payable in four (4) quarterly installments of \$3,125.00.

August 31, 2018	\$3,125.00
November 30, 2018	\$3,125.00
February 28, 2019	\$3,125.00
May 31, 2019	\$3,125.00

3.2 Supplies: The Consultant shall be reimbursed up to a total of \$32,000.00 for design and fabrication supplies related to Project. Reimbursements shall be made in installments not to exceed \$8,000.00, payable as shown below. Consultant shall seek written CRA approval prior to making any purchases. All reimbursement requests shall be submitted to the CRA for approval. The Consultant must provide written or other evidence to support the reimbursement request. Supporting documents may include but are not limited to vendor invoices, cancelled checks, credit card payment receipts, time sheets, or any other documents deemed reasonable and necessary by the CRA to support reimbursement.

November 30, 2018	\$8,000.00
January 31, 2019	\$8,000.00
March 31 2019	\$8,000.00
May 31, 2019	\$8,000.00

3.3 Studio Rental: The Consultant shall be compensated a total of \$7,500.00 for use of studio space to design and fabricate eight (8) art pieces related to the Project. Payment for studio use shall be payable in four (4) quarterly installments of \$1,875.00, payable as follows:

August 31, 2018	\$1,875.00
November 30, 2018	\$1,875.00
February 28, 2019	\$1,875.00
May 31, 2019	\$1,875.00

3.4 The CRA shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.5 If a dispute should occur regarding an invoice submitted, the CRA Executive Director may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the CRA Executive Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the CRA Executive Director whose decision shall be final.

4. Sub-consultants.

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub-consultants proposed to be used on the Project must have the prior written approval of the CRA Executive Director.

4.3

5. CRA's Responsibilities. The CRA will:

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the CRA.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant.

6. Consultant's Responsibilities

The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement or within one year after the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification, from the CRA Executive Director, the Consultant shall at Consultant's sole expense, immediately correct the work.

7. Conflict of Interest.

To avoid any conflict of interest or any appearance of a conflict, Consultant 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 CRA staff is recommending denial or denied the application, administrative appeal or court action in which the CRA is a party.

8. Termination.

8.1 The CRA Executive Director without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause. Consultant may terminate this Agreement with thirty (30) day written notice to the CRA.

- 8.2 The Agreement may be terminated for convenience by CRA upon fifteen (15) days' advance written notice to the Consultant (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Consultant shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees or payments.
- 8.4 Upon receipt of the CRA's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the CRA Executive Director.
- 8.5 In the event of termination by the CRA, the Consultant shall be paid for all work accepted by the CRA Executive Director up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.5.
- 8.6 The Consultant shall transfer all books, records, reports, working drafts, designs, documents, maps, and data pertaining to the Project to the CRA, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the CRA Executive Director. Certificates of Insurance for any required insurance shall be provided to the CRA at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CRA before any policy or coverage is cancelled or restricted.

Contractor shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including General Liability, Workers' Compensation and Automobile Liability insurance as stated below:

- 9.1 Certificates of Insurance must be delivered to the Risk Manager of the City. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. If coverage is not provided, then Contractor is responsible for prompt notice to the CRA Executive Director and the City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M.

Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

- 9.2 Coverages shall be in force while all services required to be performed under the terms of this Agreement are being performed. In the event insurance certificates provided to the CRA and the City indicate that the insurance shall terminate and lapse during the Event period, then in that event, the Contractor shall immediately furnish a renewed Certificate of Insurance as proof that equal and like coverages for the period of the Agreement, is in effect. The contractor and any subcontractor of the contractor shall not perform or continue any services pursuant to the agreement, unless all coverages remain in full force and effect. Any delay in the services caused by a lapse in coverage shall be non-excusable, shall not be grounds for an extension, and will be subject to any other applicable provisions described in this agreement, concerning contractor or its contractor or subcontractor's delay.
- 9.3 Insurance Requirements. The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible or self-insured amounts.
- 9.3.1. General Liability Insurance to include bodily injury, broad form property damage, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE: (to be confirmed on or attached to the Certificate of Insurance)

- The CRA and CITY are to be added as Additional Named Insureds;
- Additional named insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the CRA and City;

- Copy of Additional Named Insured Endorsement or other endorsements may be attached to the Certificate.

9.3.2 Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor and its employees.

9.3.3 The Contractor shall provide the Risk Manager of the City Certificates of Insurance for coverage and policies required by this Agreement. Such policies and coverage shall not be affected by any other policy of insurance which the City or the CRA may carry in their own names.

9.3.4 **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Hundred Thousand Dollars (\$100,000.00), to include coverage for owned, hired, and non-owned vehicles.

SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance)

- The City and CRA are added as a named “Additional Insured”;
- 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Consultant has responsibility for notification); and Waiver of Subrogation.

10. Nondiscrimination.

During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorney Fees, Venue and Waiver of Jury Trial.

11.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between CRA and Consultant arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

11.2 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

11.3 Operations During Dispute. In the event that a dispute, if any, arises between the CRA and the Consultant relating to this Agreement, or its performance or compensation, the Consultant agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the CRA.

11.4 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement.

11.5 Attorney Fees and Costs. If CRA or Consultant incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

12. Indemnification.

12.1 Consultant shall defend, indemnify, and hold harmless the CRA and City and their representatives, officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement.

Consultant shall reimburse the CRA and City or all its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

12.2 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 Consultant: Gary Moore, President
Kneebaby Arts, Inc.
24441-1 East Aragon Blvd
Sunrise, FL 33313

14. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

15. Entire Agreement/Modification/Amendment.

15.1 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.

15.2 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.

16. Public Records Law.

Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally

accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The CRA shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Consultant acknowledges that such laws have possible application and agrees to comply with all such laws.

- 16.1 Upon request from the CRA custodian of public records, Consultant shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.2 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CRA.
- 16.3 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Executive Director of the CRA, at no cost to the CRA, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the CRA's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.4 Any compensation due to Consultant shall be withheld until all records are received as provided in this Agreement.
- 16.5 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: THOMAS SCHNEIDER, CITY CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: tschneider@daniabeachfl.gov

17. Nonassignability, Sub-contractors.

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

18. Severability.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor.

The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the CRA and City 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.

20. Compliance with Laws.

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

21. 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.

22. 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.

23. Prohibition of Contingency Fees.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. 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:

ATTEST:

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

THOMAS SCHNEIDER, CMC
CRA CLERK

TAMARA JAMES
CRA CHAIRPERSON

Date: _____

APPROVED FOR LEGAL FORM AND
CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

Date: _____

WITNESSES:

CONSULTANT:

Kneebaby Arts, Inc, a Florida Corporation

SIGNATURE

SIGNATURE

PRINT Name

Gary Moore
PRINT Name

SIGNATURE

President
Title

PRINT Name

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2018 by _____ as _____ of _____, on behalf of the company. He/she is personally known to me or produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Exhibit “A”

Professional Services Agreement between Dania Beach Community Redevelopment Agency and Gary Moore D/B/A Kneebaby Arts, Inc.

Project: Dania Beach: Honor the Legacy

Consultant: Gary Moore (Kneebaby Arts, Inc., Agent)

Kneebaby Arts, Inc. will provide Artist Services for the implementation of the “Dania Beach: Honor the Legacy” Project as part of the Art of Community Grant from the Community Foundation of Broward. The Project will feature a series of eight (8) historic markers in Downtown Dania Beach to be coordinated (designed, fabricated and installed) by the Consultant.

Scope of Service/Deliverables

Predesign Phase

- Coordination meetings with project participants: city engineer, historian, community Representatives.
- Set up community studio as office, interview location, design collaboration site
- Historic research to determine content, events and photography for markers
- Community questionnaire

Design Phase

- Provide conceptual drawings defining artistic intent
- Conduct series of community interviews through studio workshops, unscheduled visits
- Coordinate design work and permitting requirements with Dania Beach engineers and other City departments as needed.
- Provide samples of intended materials
- Collaborative community meetings
- Update project budget and schedule

Fabrication/Installation Phase

- Provide the materials and labor for fabrication designs
- Provide design and fabrication reviews with vendors
- Provide field oversight and coordination during installation
- Coordinate logistics and installation

Compensation and Payment

Artist Fee: The Consultant shall be compensated a total of \$12,500.00 in Artist Fees for the "Project" payable in four (4) quarterly installments of Three Thousand One Hundred Twenty Five Dollars (\$3,125) payable as follows:

August 31, 2018	\$3,125.00
November 30, 2018	\$3,125.00
February 28, 2019	\$3,125.00
May 31, 2019	\$3,125.00

Supplies: The Consultant shall be reimbursed up to a total of \$32,000.00 for design and fabrication supplies related to Project. Reimbursements shall be made in installments not to exceed \$8,000.00. Consultant shall see written CRA approval prior to making purchases. Reimbursement requests shall be submitted to the CRA for approval. The consultant must provide support for the reimbursement request. Supporting documents may include but are not limited to vendor invoices, cancelled checks, credit card payment receipts, time sheets, or any other documents deemed reasonable and necessary by the CRA to support reimbursement.

November 30, 2018	\$8,000.00
January 31, 2019	\$8,000.00
March 31 2019	\$8,000.00
May 31, 2019	\$8,000.00

Studio Rental: The Consultant shall be compensated a total of \$7,500.00 for use of studio space to design and/or fabricate the eight (8) art pieces related to the Project. Payment for studio use shall be payable in four (4) quarterly installments of \$1,875.

August 31, 2018	\$1,875.00
November 30, 2018	\$1,875.00
February 28, 2019	\$1,875.00
May 31, 2019	\$1,875.00

To: Chair, Vice Chair and Board of Directors
From: Rickelle Williams, Executive Director
Date: August 28, 2018
Re: PATCH Pavilion Rental, Vendor and Professional Photography Rates

Background

In 2012, the PATCH Urban Farm and Market was established to grow and provide access to fresh produce for area residents. Since then, the PATCH has grown to serve consumers beyond the immediate community. The PATCH currently operates Monday through Friday from 7:00 AM to 11:00 AM and on Saturday from 9:00 AM to 1:00 PM. Children's activities, market sales, educational workshops, crafts, and vendor sales occur at the PATCH every 3rd Saturday of the month. The PATCH Pavilion provides an open air shelter that houses the market and community events.

In an effort to increase revenues and improve accessibility and awareness to the PATCH, the CRA proposes to rent the PATCH Pavilion to individuals or organizations for a fee, similar to the City's policies and procedures for rental of public park facilities. The PATCH Pavilion could generate revenue from weddings, birthday parties, corporate meetings, family reunions, etc.

At the December 13, 2016 CRA Board meeting, the CRA Board was presented with a proposal to create a fee schedule and rental requirements for use of the PATCH Pavilion. At that time, the discussion surrounded cost to residents, inclement weather, alcohol consumption, and amenities. At that time, the CRA Board requested that this item be brought back for discussion. In addition, the CRA now proposes a vendor fee. As such, the following parameters and requirements are proposed:

Rental Rates

Monday through Thursday

- Resident/Non-Profit Rate - \$55.00 per hour, minimum of 3 hours
- Non Resident Rates - \$70.00 per hour, minimum of 3 hours
- \$300.00 refundable security deposit
- \$50.00 non-refundable cleaning fee
- 6% Florida Sales Tax will be applied to the total hourly rate

Friday through Sunday

- Resident/Non-Profit Rate - \$75.00 per hour, minimum of 3 hours
- Non Resident Rates - \$95.00 per hour, minimum of 3 hours
- \$300.00 refundable security deposit
- \$50.00 non-refundable cleaning fee

- 6% Florida Sales Tax will be applied to the total hourly rate

Items included in Rental Rates

All rentals include the following:

- access to two (2) portable restrooms and one (1) ADA portable restroom;
- access to up to twenty (20) parking spaces;
- access to electricity and potable water; and
- one (1) staff member for the duration of the event.

Rentals Miscellaneous

- All rentals include an educational component provided by PATCH staff to build awareness of health, nutrition and gardening practices.
- All rentals are subject to weather conditions. In the event of a hurricane or named tropical storm during the scheduled event, the CRA will issue a full refund to the applicant. No other refunds or reimbursements will be considered.
- To comply with the City's Noise Ordinance (Sec. 17-86), all outdoor music from the event must discontinue by 10:00 PM.
- A certificate of liability insurance is required for all events incorporating alcohol. For events that hire a bartender to mix and serve the alcohol, the bartender must provide the CRA a copy of their liability insurance. For events that will self-mix and serve alcohol, the applicant of the event will need to provide a copy of the liability insurance to the CRA. For all events, the use of alcohol must be first approved by the CRA.
- All events must operate outside of the normal operating hours of the PATCH.
- Tables and chairs are available for rent directly through third party rental companies subject to approval by the CRA.
- All bounce house rentals must be approved by the CRA.
- Civic associations are permitted to request use of the PATCH 2x per calendar year (max 3 hours each).
- Maximum occupancy 200 people.
- Events with more than 50 people (including staff) must have an approved alternate parking plan.
- Events with more than 150 people (including staff) must provide one (1) additional portable restroom and a security personnel approved by the CRA. Security will be provided by the applicant at their own expense.
- Evening events may be required to provide additional lighting and security at their own expense.
- Depending on the nature and/or time of the event, the CRA has the right to impose additional requirements to ensure the safety of attendees, residents and protection of the PATCH garden.

- CRA staff reserves the right to refuse any request for pavilion rentals that would conflict with other planned events in the area or that have potential to be disruptive to area residents.
- All rentals would be approved administratively and would be supervised by PATCH staff.
- Events requiring a Special Event Permit must be applied for by the applicant and approved by the Dania Beach City Commission.
- A 50% rental deposit is due at time of contract with remaining balance due 60 days before rental date.
- There is a \$300.00 refundable security deposit due 60 days before rental date.
- Rental rates are subject to the applicable 6% sales tax.
- Set up and clean up times are included in rental time period.
- No rentals will be permitted beyond 10:00 P.M.

Vendor Rates

Outside vendors are permitted to sell/display items at the PATCH based on the following:

- all vendors and items for sale must be approved by the CRA;
- all vendors must submit the required vendor and hold harmless agreements;
- all vendors are required to pay a vendor's fee of \$25 per appearance;
- all vendors must operate during the normal operating hours of the PATCH and vendors must get approved by the CRA to operate beyond the normal operating hours;
- CRA reserves the right to prohibit the sale of any item; and
- CRA may waive the vendor fee for local non-profits.

Visitor (Amateur) Photography

Visitors to the PATCH Pavilion are permitted to take photographs and shoot videos for personal use.

- Tripods are allowed as long as they are not interfering with paths or walkways.
- Personal photographs and videos are not to be used for commercial purposes.
- Use of lamps, reflector shades, or change of outfits, constitutes Professional Photography (see below).

Professional Photography

Portrait photography and photographers taking photos for commercial reproduction, sale, and non-educational purposes are subject to certain rules and restrictions.

- Cost for Professional photography and photoshoots are \$50 for admission for one photographer and a party up to 4 people for 2 hours.
- Professional photography must be scheduled during PATCH operational hours.
- Reservations will be required.
- This charge is not incurred with event rentals at the PATCH Pavilion.

Fiscal Impact

There is no fiscal impact incurred by renting out the PATCH Pavilion. This will provide an additional revenue source to support the PATCH and raise awareness through events.

Recommendation

Motion to approve PATCH Pavilion rental, vendor and professional photography rates and requirements and submit to Dania Beach City Commission for subsequent approval.