# AGENDA
# COMMUNITY REDEVELOPMENT AGENCY
# REGULAR MEETING
# TUESDAY, SEPTEMBER 11, 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

1. At Home Dania Beach (Residential Beautification Grant Flyer)
2. Commercial Property Improvement Grant Flyer
3. Art of Community Grant: Neighborhood Interviews Flyer
4. Appreciation Award - City of Dania Beach Staff

## 4. PRESENTATIONS

1. City Center Community Charrette: Findings & Next Steps
   Florida International University Metropolitan Center

## 5. CONSENT AGENDA

1. Minutes:

   Approve Minutes of the August 28, 2018 CRA Board Meeting

2. Travel Requests: None

3. Approve the Commercial Property Improvement Grant Application for Associates MD, 1437 South Federal Highway, in an amount not to exceed $20,000.00

4. RESOLUTION NO. 2018-CRA-012

   A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L. TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2018-CRA-013

   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 RENEW PERSONAL SERVICES AGREEMENTS FOR A ONE YEAR PERIOD WITHOUT COMPETITIVE BIDDING FOR A FARMERS MARKET MANAGER AND FARMERS MARKET PROMOTIONS COORDINATOR IN RELATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") AGRICULTURAL MARKETING SERVICES ("AMS") GRANT AWARD FOR THE FARMERS MARKET PROMOTION PROGRAM ("FMPP"); IN AN AMOUNT NOT TO EXCEED FORTY TWO THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS ($42,167.00) AND TEN THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS ($10,335.00) RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2018-CRA-014

   A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH SAUL EWING ARNSTEIN & LEHR LLP TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2018-CRA-015

   A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2019; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY ALL EXPENDITURES AND LIABILITIES OF THE CRA FOR SUCH FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

## 6. PROPOSALS AND BIDS

1. RESOLUTION NO. 2018-CRA-016

   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 AWARD A BID RELATED TO REQUEST FOR PROPOSAL (RFP NO. CRA-18-001) TO ATLANTIC STUDIOS, INC. FOR PRODUCTION SERVICES FOR THE 2018-2019 DANIA AFTER DARK FESTIVAL (DAD) IN AN AMOUNT NOT TO EXCEED SIXTY NINE THOUSAND SIX HUNDRED DOLLARS ($69,600.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

## 7. DISCUSSION AND POSSIBLE ACTION

1. Florida Department of Economic Opportunity/Total Quality Logistics, LLC - Push Option Request

2. RESOLUTION NO. 2018-CRA-017

   A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE RENEWAL OF AN EMPLOYMENT AGREEMENT WITH MS. RICKELLE WILLIAMS TO PROVIDE SERVICES AS EXECUTIVE DIRECTOR TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

## 8. BOARD MEMBER COMMENTS

## 9. INFORMATION ITEMS

## 10. ADJOURNMENT

# AT home DANIA BEACH

## Residential Beautification Program

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

## EXTERIOR PAINTING AND LANDSCAPING GRANTS

### Up to $2,500.00

- Occupied homesteaded property
- Single-family home, townhome or duplex
- Low to moderate income
- Subject to income verification

### Up to $1,500.00

- Non-owner occupied properties
- Single-family homes only
- Property owner must contribute $500
- Low to moderate income
- Subject to income verification

| Household Size | Income Limit (Maximum) |
|---|---|
| 1 | $67,920 |
| 2 | $77,640 |
| 3 | $87,360 |
| 4 | $96,960 |
| 5 | $104,760 |
| 6 | $112,560 |
| 7 | $120,240 |
| 8 | $128,040 |

Property must be located within the Dania Beach Community Redevelopment Area.
Property will be inspected and pre-approved prior to grant award. Subject to availability of funds.
**Application begins November 1, 2018. Call the CRA today 954-924-6801**
www.daniabeachCRA.org

# COMMERCIAL PROPERTY IMPROVEMENT GRANT

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

**UP TO $20,000 PER GRANT**

## ELIGIBLE IMPROVEMENTS

- Façade Improvements
- Parking Lot Improvements
- Exterior Painting and Repair
- Impact Windows
- Landscaping
- Signage
- Awnings

## APPLICATION WINDOW

**OCT 1, 2018 - JAN 1, 2019**

- Businesses in the CRA Priority Area Along US-1/Federal Highway and Dania Beach Blvd from SW 5th Avenue to Gulfstream Road.
- Must be a Commerical Business.
- 30% Match Required.

**Subject to Availability of Funds*

**Contact Economic Development Manager, DeAndrae Spradley at 954-924-6801 ext. 3667 dspradley@daniabeachfl.gov**

Properties "for sale" or listed on the MLS at the time of application are not eligible., Property Owners may not reapply if they have received the maximum funding amount within a 5 year period under this or any other grant program administered by the Dania Beach CRA.

THE CITY OF DANIA BEACH CRA IS A PROUD RECIPIENT OF THE:

# ART OF COMMUNITY GRANT

**FRIDAY,**
**SEPTEMBER 21, 2018 FROM 5:30 PM-7PM**
100 NW 8TH AVENUE, CW THOMAS PARK

**FRIDAY,**
**SEPTEMBER 28, 2018 FROM 5:30 PM-7PM**
300 NE 2ND STREET, FROST PARK

DANIA BEACH HONOR THE LEGACY PROJECT FEATURING ARTIST

## GARY MOORE

## SHARE THE HISTORY OF DANIA BEACH!

THIS HAS BEEN MADE POSSIBLE BY SUPPORT FROM THE FOLLOWING COMMUNITY FOUNDATION OF BROWARD FUNDS:

HAROLD D. FRANKS FUND
LINDA AND MICHAEL CARTER FUND &
FRANK D. AND ANITA M. BUTLER ENDOWMENT FUND

COMMUNITY FOUNDATION OF BROWARD

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Friends of the Library
Dania Beach
Paul DeMaio

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

**Memo**

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

CC: Nicki Satterfield, Finance Director

Date: September 11, 2018

Re: CRA Commendation Award to Rachael Icenhour (Finance Department)

---

The Dania Beach Community Redevelopment Agency (CRA) wishes to acknowledge and recognize City staff members who excel in their work and demonstrate dedication and commitment to go above and beyond the call of duty. These employees carry out their daily tasks with enthusiasm and a willingness to support their employer and by extension the community they serve. The CRA believes this type of service from an employee is often a rare quality and when discovered must be encouraged and recognized.

It is in this context that the CRA presents its 2018 Commendation Award to Rachel Icenhour, Utility Customer Service Technician of the Utility Division of the Finance Department. Ms. Icenhour constantly communicates with the CRA on delivery items received in the Finance Department. She also acts as a first line of contact for guests seeking to find our offices. We have found Rachel to be extremely courteous and patient when communicating with our guests. This is especially beneficial to our organization particularly when preparing for special events like the Arts and Seafood Celebration.

The CRA appreciates her positive and helpful demeanor and attitude. We congratulate Ms. Rachael Icenhour for a job well done!

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

**Memo**

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

CC: Brad Kaine, Public Services Department Director

Date: September 11, 2018

Re: CRA Commendation Award to Willie Spencer (Public Services Department)

---

The Dania Beach Community Redevelopment Agency (CRA) wishes to acknowledge and recognize City staff members who excel in their work and demonstrate dedication and commitment to go above and beyond the call of duty. These employees carry out their daily tasks with enthusiasm and a willingness to support their employer and by extension the community they serve. The CRA believes this type of service from an employee is often a rare quality and when discovered must be encouraged and recognized.

It is in this context that the CRA presents its 2018 Commendation Award to Willie Spencer, Maintenance Worker/Equipment Operator I of the Public Services Department. Mr. Spencer is awarded for his outstanding service when assigned to tasks related to the CRA. "Mr. Willie" as we all know him, epitomizes the essence of a hardworking member of staff and has the ability and skills to assist with a variety of duties. He ensures the maintenance and appearance of the City Hall Atrium, offices and the general work environment are in pristine condition. When asked to assist the CRA on various assignments, Mr. Willie not only assists but uses his initiative to provide viable short and long-term solutions.

The CRA appreciates his positive and helpful demeanor and attitude. We congratulate Mr. Willie Spencer for a job well done!

# MINUTES OF MEETING
# DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
# TUESDAY, AUGUST 28, 2018 – 5:30 P.M.

1. Call to Order/Roll Call

Chairman James called the meeting to order at 5:35 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

Craig Valentine, 1982 Tigertail Boulevard, spoke of upcoming wrestling events. He noted December 9th is their toy drive, and they would like to hold it at Frost Park or in front of City Hall. He offered their services for the upcoming Arts & Seafood Celebration.

3. Administrative Reports

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

4. Presentations

4.1 2018 Florida Festivals & Events Association SunSational Awards

Director Williams introduced Dawn Reed, chair of the FFEA, who presented the CRA with six awards for the Arts & Seafood Celebration.

4.2 FY2019 Budget Presentation

Director Williams gave a PowerPoint presentation, which is attached to and incorporated into these minutes. She noted the proposed budget would be brought to the September 11th meeting for adoption.

Vice-Chairman Harris spoke of making up the $220,000 of unmet need in the proposed budget with the increased tax revenue in sales taxes coming into the City from new development coming online.

Discussion ensued regarding a vehicle for the CRA's use.

5. Consent Agenda

5.1 Minutes:
Approve Minutes of the July 24, 2018 CRA Board Meeting

5.2 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)

5.3 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.

**Board Member Grace motioned to approve the Consent Agenda; seconded by Vice-Chairman Harris. The motion carried on the following 5-0 Roll Call vote:**

| | | | |
|---|---|---|---|
| **Board Member Brandimarte** | **Yes** | **Vice-Chairman Harris** | **Yes** |
| **Board Member Grace** | **Yes** | **Chairman James** | **Yes** |
| **Board Member Salvino** | **Yes** | | |

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

7.1 PATCH Rental & Vendor Fees

Director Williams reviewed the memo that was included in the agenda packet.

Board Member Brandimarte asked if we would give our residents a break with the rental fees.

Director Williams reviewed the resident and non-resident rates.

7.2 Update: Meeting with Bertha Henry, Broward County Administrator - Chairman James

Chairman James noted there was discussion about the Loan to Grant Agreement and Ms. Henry will follow-up and get back to us regarding the remaining outstanding loans being converted to grants. They also spoke about the BRP; Dania Beach scored in second place and they will know by November 1st about funding. Additionally, the County is going to look into assisting us with affordable housing funding.

Director Williams noted they also met with Commissioner Dale Holness to advocate for funding for the BRP Grant. The CRA will schedule meetings with Commissioner Ryan in making the case for funding the BRP Grant.

8. Board Member Comments

Chairman James noted she has been getting questions about how to sign up for At Home Dania Beach.

Director Williams responded we are taking names and email addresses from those who are interested; anyone interested in the program can call or email the CRA office.

Board Member Grace suggested an educational component be offered to those who are initially interested so they know about the screening and criteria.

Director Williams noted they have a flyer that outlines the basic qualifications and will have a home buyer education course that is a requirement to get into the program. Once the application window is opened, the qualified applicants will be entered into a lottery.

Nicki Satterfield, Director of Finance, clarified that the $220,000 of unmet need in the proposed budget would have to come from City reserves since the City's budget has already been built around the increase in sales tax revenue.

9. Information Items

There were no information items on this agenda.

10. Adjournment

Chairman James adjourned the meeting at 6:42 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)** |
|---|
| Approve the Commercial Property Improvement Grant Application for Associates MD, 1437 South Federal Highway, in an amount not to exceed $20,000.00 |

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

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

| **Exhibits Attached** |
|---|
| Memo - Associates MD Medical Group Commercial Property Improvement Grant, Associates MD Commercial Property Improvement Grant Application |

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

To: Chair, Vice Chair and Community Redevelopment Agency Board

From: Rickelle Williams, Executive Director

Date: September 11, 2018

Re: Commercial Property Improvement Grant Program – Associates MD Medical Group

---

**Background**

The CRA created the Commercial Property Improvement Grant Program as an incentive program specifically designed to assist businesses located on the Federal Highway and Dania Beach Boulevard corridors in the CRA to improve the exterior of commercial buildings and sites by creating aesthetic improvements. One of the goals of the Program is to improve street presence and visible appearance along these major corridors. Under the Program, the CRA may provide grants up to Twenty Thousand Dollars ($20,000.00) with a 30 percent grant recipient match. Enclosed for your review and approval is the application for Associates MD Medical Group located at 1437 S. Federal Highway to participate in the Program.

**Overview of Associates MD Medical Group**

Mr. Joseph Perez, the property owner, is applying on behalf of Associates MD Medical Group. Associates MD Medical Group is a family practice currently operating in the City at 101 S. Federal Highway and intends on relocating their operations to 1437 S. Federal Highway, which was formerly an Aaron's rent-to-own store. Associates MD Medical Group will be completely renovating the interior of the building to provide doctor offices, exam rooms, x-rays, and support spaces. On the exterior of the building, Associates MD Medical Group will be constructing an architectural tower element on the southwestern corner of the building, building a new covered entry on the east side of the building, and improving the southern and eastern elevations to match the western elevations. Additionally, Associates MD Medical Group will modify the parking lot paving and adding landscaping to create three (3) additional parking spaces.

The proposed work should take about four (4) months for completion after the building permit has been issued by the Building Division of the Community Development Department. The architects, Engel and Associates, Inc., anticipates that the final work should be completed within the 1st quarter of 2019. Associates MD Medical Group is seeking the maximum grant amount of Twenty Thousand Dollars ($20,000.00) to assist with the new tower elements, paint work, and other façade improvements.

**Fiscal Impact**

Funding is available and budgeted in CRA Redevelopment Initiatives Account #106-52-08-552-31-42.

**Recommendation**

Motion to approve Associates MD Medical Group's application to receive the maximum grant amount of Twenty Thousand Dollars ($20,000.00) to participate in the CRA's Commercial Property Improvement Grant Program for the proposed façade improvements at 1437 S. Federal Highway.

Engel and Associates, Inc.
Architecture ▫ Planning
4800 S.W. 64th Avenue, Suite 104 ▫ Davie, Florida 33314
954.791.4810 ▫ Fax 954.791.4811 ▫ AA0003607

August 20, 2018

Ms. Rickelle Williams
Executive Director
Dania Beach CRA
100 W. Dania Beach Boulevard
Dania Beach, Fl

RE: New Medical office for
Associate MD
1437 South Federal Highway
Dania Beach, Florida

Ms. Williams,

The following is a brief description of the project referenced above for Associates MD.

Associates MD will be relocating their existing Dania Beach office to 1437 South Federal Highway. This will allow them to expand their practice and provide additional medical services to the residents of Dania Beach. The new location was formerly an Aaron's Rent location. Associates MD will be completely renovating the interior of the building to provide doctors offices, exam rooms, x-ray room and other support spaces. Associates MD would like to improve the exterior of the building including creating a tower element on the SW corner of the building, building a new covered entry on the East side of the building and improving the South and East elevations to match the West elevation. In addition, Associates proposes to modify the paving, create additional landscape areas along the building and to separate the parking lot from the street and to create 3 on street parking spots.

This proposed work should take 3-4 months for completion from issuance of a permit. We are currently submitting for Site Plan Approval for the change of use. This should take 2-3 months. With permitting taking 4-6 weeks we estimate the construction of the improvements to be complete sometime in the first quarter of 2019.

Associates MD is asking for the CRA grant in the amount of $20,000 for the new tower elements, painting and other façade improvements. We are not asking for assistance for the landscaping and parking lot improvements as the design has not been completed and therefore we cannot solicit bids on that work. Attached are three quotes for the proposed work as described above.

Feel free to contact me should you have any additional questions.

Sincerely,

Mark Engel, AIA
AR0017517

E:\18 PROJECTS\1813-Associates M.D.-Dania Beach\Correspondence\1813-L-CRA_RW-180820.docx

DIVISION OF CORPORATIONS

# Detail by Entity Name

Florida Limited Liability Company
1437 S. FEDERAL HWY., LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L18000120257 |
| **FEI/EIN Number** | NONE |
| **Date Filed** | 05/14/2018 |
| **Effective Date** | 05/14/2018 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

1437 S. FEDERAL HWY.
DANIA BEACH, FL 33004

**Mailing Address**

135 WESTON ROAD
328
WESTON, FL 33326

**Registered Agent Name & Address**

PEREZ, JOSEPH
135 WESTON RD.
328
WESTON, FL 33326

**Authorized Person(s) Detail**

**Name & Address**

Title MGR

PEREZ, JOSEPH
135 WESTON RD #328
WESTON, FL 33326

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

05/14/2018 -- Florida Limited Liability View image in PDF format

Florida Department of State, Division of Corporations

# CITY OF DANIA BEACH
# COMMUNITY REDEVELOPMENT AGENCY
## Facade Improvements Grant
# ZONING REVIEW

August 31, 2018

RE: Associates MD Medical Group- 1437 S Federal Hwy

Zoning Designation: SFED-MU

Reviewer: Muriel Bryan, Planner 954-924-6805 x3654

All items reviewed are listed below. Only items in **BOLD** font need to be further addressed.

1. Code Violations. No violations as of 09/04/18 per Code.
2. **Survey: Submit a survey indicating setbacks.**
3. Architectural renderings of proposed façade. At discretion of CRA. Proposal seems to be consistent with the intent of Article 510-Principal Arterial Commercial Design Standards and Article 525-Architectural Standards for the CRA Form-Based Zoning Districts.
4. Dimensions for the façade modification have been submitted for compliance review.
5. Pitched roof has been provided and complies with Sec. 510-30 (d).
6. Existing and proposed tinted glazing comply with Sec. 510-30 (E).
7. **Per Sec. 510-30 (H), provide glassed surface calculation**.
8. A maximum of three (3) colors exclusive of the roof have been provided and comply with Sec. 510-30 (I).
9. **Per Sec. 510-30 (L), heating, ventilation and air conditioning equipment, duct work, air compressors, other fixed operating machinery shall be either screened from view or located so that such items are not visible from the designated arterial, adjacent residential properties or intersecting streets.**
10. Fence height shown complies with maximum height per Sec. 235-40 (A).
11. Quotes. Three (3) contractor quotes were provided.
12. Landscaping. Provide a landscape plan identifying the type, location and **number** of each proposed species.
13. Photographs. Photographs of existing conditions were submitted as required.
14. **Signage.**
    a. **Per Section 505.90, the cumulative square footage of building signage permitted on primary street (Federal Highway) is 1.5 times the linear foot of occupant street frontage. Provide the permitted and proposed signage area calculation (include window signs).**
    b. **Additional square footage can be granted as a bonus in accordance with Section 505-210.**
    c. **Per Section 505-90 window signs shall not comprise more than 10% of the total window area.**

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

**Dania Beach Community Redevelopment Agency (DBCRA or CRA)**
**COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM**

## About the Program

The DBCRA Commercial Property Improvement Grant Program is an incentive program available to businesses located within the CRA priority area along US-1/Federal Highway and Dania Beach Blvd from SW 5th Avenue to Gulfstream Road. The purpose is to substantially improve the visible appearance and street presence of properties as well as enhance the functionality of businesses within the DBCRA priority area.

Through this program the DBCRA may provide grants up to $20,000 based on the Funding Guidelines below. All grant recipients are required to provide a minimum 30% match for their project. The Commercial Property Improvement Grant Program (Program) is subject to funding availability. All applications will be scored by CRA Staff based on the specific criteria specified herein and in the event that multiple completed applications are received within a 30 day window, the highest scoring applications shall prevail.

## Eligibility Criteria

a. Property must be located within the Dania Beach CRA priority area.

b. Primary and principle property use must be commercial. Residential uses are ineligible.

c. Exterior improvements must adhere to the City of Dania Beach Building Code and Zoning Regulations and all Federal, State, and Local Requirements.

d. Improvements must support the objectives and goals of the Dania Beach CRA Redevelopment Plan.

e. Properties "for sale" or listed on the MLS at the time of application are not eligible.

f. Property Owners may not reapply if they have received the maximum funding amount within a 5 year period under this or any other grant program administered by the Dania Beach CRA.

g. The property's use must be a legally conforming use per the City of Dania Beach Zoning Code.

h. Property to be improved must not have any delinquent ad valorem taxes, be free of all municipal and county liens, judgments and encumbrances of any kind. This provision can be waived by the CRA Board if development plans for the property meet the goals and objectives as set forth in the Dania Beach CRA Plan, as determined by the Board. Upon grant approval, the property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the Grant Program.

## Funding Guidelines

a. Maximum Award Amount - The DBCRA is making available to commercial and/or mixed use properties within the CRA priority area matching grants for improvements up to a maximum grant award as follows:
   - For properties with more than 60 feet to 120 feet of priority area street frontage - ***Up to $20,000***
   - For properties with 60 feet or less of priority area street frontage - ***Up to $10,000***

   The intent is to encourage multiple property owners within a priority area to engage in property improvements simultaneously and in areas where public investment has or is planned to occur.

*Example*

| *Total Project Cost* | *Owner Responsibility* | *CRA Grant Amount* |
|---|---|---|
| *$25,000* | *$7,500 (30%)* | *$17,500* |

**Example based on a property with 75 feet of frontage – max. Award $20,000*

b. Applicants applying for funding below the maximum award amount may reapply, but are only entitled to the total maximum amount within a 5 year period of initial approval. However, if a property has already received funding to the maximum amount, said Applicant may not reapply for the Program or any other grant program administered by the DBCRA for a period of 5 years.

c. Applicants are required to match the grant award with a minimum of 30% of the project costs. Only after the Applicant has paid the match amount will the CRA begin disbursement of grant funds.

d. Properties that are sold or transferred or if there is a change of use within twenty-four months of receiving grant funding, the Applicant must repay the full amount of the Program grant. A Declaration of Restrictive Covenants shall be recorded by the CRA against the property in order to secure the CRA's right of repayment.

d. Program Grant Agreement and the Declaration of Restrictive Covenants shall be executed within (30) days following approval of the grant by the CRA Board.

e. Building Permit applications must be submitted within sixty (60) days following execution of the grant Agreement and construction to begin immediately after permit approvals

f. Executed Declaration of Restrictive Covenants must be recorded in the Broward County public records and a recorded copy provided to the CRA within ten days of receipt of the executed Program Grant Agreement. No Grant funds will be disbursed for the project before this is done.

**Eligible Expenses**

Eligible expenses are those reasonable costs associated with undertaking a substantial facade improvement and/or substantial site improvements that are visible from a major corridor or street within the priority area. Eligible expenses include design, permitting, labor and materials related to construction or installation of eligible improvements. The following are eligible improvements to be funded under the Program:

a. Eligible Improvements:
   - ✓ Façade Improvements
   - ✓ Landscaping (trees, shrubs and perennials)
   - ✓ Signage
   - ✓ Awnings
   - ✓ Impact resistant windows
   - ✓ Parking lot improvements
   - ✓ Exterior Painting and repair
   - • Any other site or building improvements complimentary to the above

b. All work must be performed in a first class workmanlike manner in compliance with ordinances and regulations of the City of Dania Beach, and must meet all building and other applicable codes, including state and federal regulations.

c. To be eligible for this grant, Applicants must undertake a comprehensive improvement project undertaking 2 or more of the eligible improvements.

d. Due to limited funding, CRA Staff will evaluate the submission and may request additional improvements to make projects more comprehensive prior to CRA Board consideration.

**Ineligible Expenses**

Ineligible expenses include general maintenance items; parking lot repairs (not related to a comprehensive improvement of the overall appearance of the property); Roofing; air conditioning systems and ductwork; interior repairs or renovations; or correction of code violations, and; ADA compliance except in limited instances where these expenses are mandated as part of eligible improvements by the City of Dania Beach Community Development Department. Any improvements undertaken prior to execution of the Program Documents will be ineligible for reimbursement

**Scoring Criteria**

Scoring for applications that are received by the CRA shall be based upon a 100 point value system.

a. Location - 20 Points
Businesses located along US-1/Federal Hwy in the core of the City Center/Downtown area from NW 2nd Street to Stirling Road, and on Dania Beach Blvd from SW 5th Avenue to NE 3rd Avenue shall receive the maximum points allotted in this category. Businesses that are outside of these priority areas shall receive a maximum of 10 points.

b. Use of Sustainable Materials - 20 Points
Sustainable materials might include for example xeriscaping, energy efficient lighting, environmentally sensitive paint or other types of sustainable or green initiatives. The maximum number of points allocated for this category means that the applicant has incorporated numerous green initiatives into their design.

c. Comprehensiveness of Property Improvement – 20 points
Businesses undertaking both property and façade improvements or substantial renovations to one or the other shall receive maximum points. Points less than 20 will be allocated based on the level of the improvement and its contribution to the street presence and visibility of improvement.

d. Other Renovations and Business Improvements Outside of CRA Incentives - 20 points.
If an Applicant contributes funding, (see table below for contribution point scale) above the required 30% match in order to make additional improvements to their business, they may receive up to 20 incentive points.

**CONTRIBUTION POINT SCALE**

| POINTS | EXTRA CONTRIBUTION AMOUNT |
|---|---|
| 5 | $2,500 - $4,999 |
| 10 | $5,000 - $9,999 |
| 15 | $10,000 - $14,999 |
| 20 | $15,000 and above |

**Step 1: Application Process**

a. Schedule an appointment with Dania Beach CRA Staff to discuss potential project and make sure it meets Program intent. Please call (954)924-6801 or e-mail dmurphy@daniabeachfl.gov.

b. Submit a completed application with a check for $250.00 made payable to the City of Dania Beach for zoning reviews. Incomplete applications will not be considered for funding until a complete application and all supporting documents are received by the DBCRA. Applications must be signed by the fee simple owner of the property; tenants and/or other occupants are ineligible to participate in the Program and are prohibited from filing an application on behalf of an owner, unless otherwise authorized, in writing, by the property owner.

c. DBCRA will complete the application review within 30 days of receipt and notify Applicants of any missing information or deficiencies in terms of eligibility for the Program.

d. Upon determination of completeness and eligibility CRA Staff will place the Application on the next available CRA Board agenda for consideration. The CRA Board meets monthly on the 2nd Tuesday of the month at 6:00 p.m. in City Commission Chambers.

e. Applicants are strongly encouraged to attend the CRA Board meeting. The decision(s) of the DBCRA Board shall be final.

f. Applicants not approved may apply again with modifications. A fully executed and accepted Program Grant Agreement between the DBCRA and the Applicant, together with the Declaration of Restrictive Covenants shall be executed within 30 days of DBCRA Board approval and shall serve as a Notice to Proceed.

g. Project commences and is completed within 9 months of Program Agreement execution.

h. Should project delays arise, it is at the discretion of the CRA Executive Director to grant no more than one 6 month extension to the Agreement prior to its expiration. Extensions will not be considered once the Agreement has expired.

**Step 2: Construction/Payment by the CRA/City of Dania Beach:**

a. If your contractor agrees to wait for payment until a check is issued by the CRA of Dania Beach, you must submit an invoice for the work for both you and your contractor, a letter from you indicating the work is complete and that you are satisfied with the job.

b. If your contractor(s) requires payment upon completion of the work you must pay the invoice. You may then provide the CRA/City of Dania Beach with the paid invoice and/or a copy of *both* sides of the cancelled check. It is also recommended that you obtain a release from your contractor in consideration of final payment.

c. A CRA/City of Dania Beach staff member will visit the property and take photographs of the completed project. A check will be issued in the Applicants name.

**PLEASE READ THE FOLLOWING PRIOR TO APPLICATION SUBMITTAL**

- The application must include **all** of the following items: Photographs of current condition of site and structures; architectural renderings of proposed façade improvements in color; a detailed outline of all proposed improvements with cost estimate, and; a Compact Disk or other electronic devise containing copies of all required documents. If any components of the project pertain to paving, fencing, landscaping, etc., a survey showing location of work shall also be required.
- Owners of properties that are for sale may not apply for grant funding. Properties sold within twenty-four months of receiving grant funding **must repay the full grant amount**.
- After approval by the CRA Board, the CRA will provide the Applicant with an approved Grant Agreement and Declaration of Restrictive Covenants for signature. The property owner shall not

begin construction (Grants cannot be applied retroactively for work previously completed) until the Grant Agreement and Declaration of Restrictive Covenants is signed by all parties and the Declaration has been recorded in Broward County public records. Improvements completed prior to approval by the CRA Board, will not be eligible for reimbursement.

- If deemed necessary, the CRA reserves the right to have the application and its contents evaluated and analyzed by an outside third party including but not limited to; the proposed business plan, partnership/ownership information with equity positions, mortgage on the property, lease agreements, letter of Intent from lending institution and any other documents provided by the Applicant.
- If your site plan or application request includes landscaping, the landscaping must consist of species and varieties of native plants that are drought tolerant require little irrigation and withstand the environmental conditions of Dania Beach. Irrigation systems must prevent over spray and water waste and it is recommended a drip irrigation system be installed.
- Property to be improved must not have any delinquent ad valorem taxes, be free of all municipal and county liens, judgments and encumbrances of any kind. This provision can be waived by the CRA Board if development plans for the property meet the goals and objectives as set forth in the Dania Beach CRA Plan. Upon grant approval, the property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

I have read completely and understand the program requirements, including the application guidelines and grant reimbursement process.

Signature

Date 8/20/18

Joseph Perez, MGR

Printed Name and Title

## COMMERCIAL IMPROVEMENT GRANT PROGRAM CHECKLIST

- ☐ One (1) hard copy and one (1) electronic copy of the completed application with check for $250.00 made payable to the City of Dania Beach
- ☑ Photographs of current condition of site and structures.
- ☑ Architectural renderings of proposed façade improvements in color.
- ☑ A detailed outline of all proposed improvements with three (3) quotes from a licensed contractor.
- N.A. ☐ If any components of the project pertain to paving, fencing, landscaping, etc., a survey showing location of work is also required. N/A
- ☑ Applicant acknowledges that the property to be improved does not have any delinquent ad valorem taxes and is free of all municipal and county liens, judgments and encumbrances of any kind.
- ☑ Applicant acknowledges that properties that are sold within twenty-four months of receiving grant funding must repay the full amount of the grant and that a **lien** shall be recorded by the CRA against the property in order to secure the right of repayment.
- ☐ Cancelled check of payment to contractor/GC (your 30%). The CRA must receive proof of payment of your 30% via a cancelled check within fifteen (15) days of project start (prior to first payment from the grant) WILL BE PROVIDED AT TIME OF START
- ☑ Both the CRA Commercial Improvement Grant Program Application and Program Agreement have been signed.
- ☑ Preliminary schedule for completion of improvements
- NA ☐ Copy Authorized Agent letter (or other documentation) if applicant is not the owner
- ☑ Copy of Business Tax Receipt FOR CURRENT OFFICE RENTED IN DANIA BEACH
- ☑ Competed W-9 Form for payee

Signature

8/20/18
Date

JOSEPH PEREZ, MGR
Printed name and Title

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL IMPROVEMENT PROGRAM APPLICATION

**Date of Application**_____

**1. Property Address:** 1437 S. FEDERAL HWY., DANIA BEACH, FL 33004

**2. Name of Applicant:** JOSEPH PEREZ

**3. Address of Applicant:** 135 WESTON RD, #328, WESTON, FL 33326

**Phone:** (954) 8370456 **Fax:** (954) 837 0457

**Email:** YESIKA@ZEREPHOLDINGS.COM

**4. Does the applicant own property?** ✓ **Yes** _____ **No**

**5. Indicate the owning entity of the property (i.e. name on property title)**

1437 S FEDERAL HWY., LLC

**6. Project Description:** ASSOCIATES IN FAMILY PRACTICE OF BROWARD, LLC (ASSOCIATES MD MEDICAL GROUP) RENTS A MEDICAL OFFICE AT 101 S FEDERAL HWY IN DANIA BEACH. A COMPANY OWNED BY THE SAME SHAREHOLDER ACQUIRED THIS PROPERTY AT 1437 S FEDERAL HWY, AND ASSOCIATES MD IS TRANSFORMING IT IN A FIRST CLASS LARGER MEDICAL OFFICE UNLIKE ANY OTHER MEDICAL PRACTICE IN THE AREA, WITH AN UPGRADED FAÇADE.

**7. Total Project Cost** $33,498.00 **Total Funding Request** $20,000

**Authorized Representative (Property Owner or Agent):**

**Signature**

8/20/12

**Date**

Joseph Perez, MGR

**Print Name and Title**

**If application is signed by authorized agent, please provide proof through notarized letter, articles of incorporation or some other form acceptable to DBCRA legal counsel.*

**AGREEMENT OF LEASE**

THIS LEASE is made and entered into this 23rd day of May, 2018, by and between 1437 S. Federal Hwy., LLC, a Florida Limited Liability Company (hereinafter referred to as "LESSOR"), with its principal place of business 135 Weston Road, #328, Weston, FL 33326, and Associates in Family Practice of Broward, LLC. (hereinafter referred to as "LESSEE"), whose mailing address is 4780 SW 64th Avenue, suite 103, Davie, FL 33314.

**W I T N E S S E T H:**

LESSOR does lease unto LESSEE, and LESSEE does hereby hire and take LESSEE under LESSOR that certain space consisting of 6424 square feet (the "Building") at 1437 S Federal Highway, Dania Beach, FL 33304.

1. **CONSTRUCTION OF IMPROVEMENTS:**

LESSEE shall bear all costs and expense for the Construction of any and all tenant improvements required by LESSEE. The Demised Premises are leased on an "as is" basis and LESSOR will have no obligation whatsoever for Tenant Improvements, except as otherwise set forth herein.

2. **TERM; RENEWAL:**

(a) Term. The Term of this Lease is for Seven (7) years beginning on the 1st day of December, 2018 ("Commencement Date"), and ending, without the necessity of further notice from either party to the other, Seven (7) years thereafter. If the Commencement Date is other than a specific date, then the Commencement Date will be evidenced by a Memorandum of Commencement Date, executed by both LESSOR and by LESSEE.

(b) Renewal. Provided this Lease is not in default beyond any applicable grace periods, LESSEE is granted a right of renewal of this Lease as follows: At the option of LESSEE, the term of the lease may be extended for one renewal period of Three (3) years by written notice to the LESSOR no later than six months prior to the expiration of the Term, or the expiration of any renewal term thereof, as the case may be. Upon any valid exercise of any such rights of renewal, the terms of this Lease shall remain in full force and effect except that the minimum annual rent for each year of each renewal period shall increase by three percent (3%) as provided in Section 3 of this Lease

(c) Possession. LESSEE agrees that in the event of the inability of LESSOR to deliver exclusive possession of the Premises on the date of this Lease, LESSOR shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but rather, LESSEE shall not be liable for any rent until such time as LESSOR can and does offer to deliver possession of the Premises to LESSEE and the total rent payable by LESSEE, and the Commencement Date of the lease term shall both be adjusted accordingly.

(d) Excuse of LESSOR'S Performance. Anything in this Agreement to the contrary notwithstanding, the LESSOR shall not be deemed in default with respect to failure to perform any of the terms, covenants and conditions of this Lease if such failure to perform shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, or inability to obtain any material, service or financing, through Act of God, or other cause beyond the control of the LESSOR.

3. **RENT:**

The LESSEE agrees to pay to the LESSOR, without demand, set off or deduction, a fixed minimum rent ("Base Rent"), plus applicable sales or use tax on such amount, subject to upward adjustment as set forth below, in the amount of $120,000 per year payable in twelve (12) equal monthly installments over each year during the life of this Lease.

Each monthly installment of Base Rent shall be payable in advance on the first (1st) day of each calendar month of the Term to LESSOR at LESSOR'S office or at such other place LESSOR may from time to time designate in writing. If the Commencement Date, as hereinabove defined, is not on the first day of a calendar month, Base Rent for the period between the Commencement Date, and the first day of the following month shall be apportioned on a per diem basis, at a monthly rental rate (assuming a thirty (30) day month) hereinabove provided, and shall be payable on the Commencement Date. In addition to the Base Rent hereinabove reserved, LESSEE shall also pay the amount of any "use or sales tax" on any rent payable hereunder imposed by the State of Florida and any federal or local government, which taxes and other assessments shall be paid at the same time and in the same manner as each payment of Base Rent. LESSEE agrees that for each year of the Term and any renewal thereof after the "Base Period" (the period from the Commencement Date to the first anniversary of the Commencement Date), the Base Rent shall be increased annually by 3% on a cumulative basis.

4. **LATE CHARGE:**

Any monthly installments of Base Rent Operating Costs all as hereinafter defined and all other payments becoming due hereunder, which are not paid within five (5) days after being due shall be subject to a late charge of ten (10%) percent of the amount past due.

5. **USE:**

(a) LESSEE, its successors and assigns, shall use the Demised Premises exclusively for the purpose of office space for the purpose of providing medical services only and for no other use or purpose whatsoever. LESSEE shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities and all recorded covenants, restrictions or reservations respecting the use, operation, and activities of the Demised Premises (including sidewalks, streets, approaches, drives, entrances, and common areas, which serve the Demised Premises), and LESSEE shall not make, suffer, or permit any unlawful, improper, or offensive use of the Demised Premises or the Building or such other, or any part thereof, or permit any nuisance thereon. LESSEE shall not make any use of the Demised Premises which would make void or voidable any policy of fire or extended coverage insurance covering the Demised Premises or the Building. LESSEE shall use the Demised Premises only for the purpose stated in this Lease and shall not leave said Demised Premises vacant or suffer or permit any waste or mistreatment thereof.

(b) LESSEE agrees to supply a copy of all county and city occupational licenses required to operate LESSEE'S business, to LESSOR, prior to LESSEE taking possession of the Demised Premises. LESSEE further agrees to keep all such occupational licenses current and to supply LESSOR with copies of any annual renewals thereof upon request

6. **REPAIRS, MAINTENANCE, AND SERVICES:**

LESSOR shall have no obligation to make any repairs, improvements, or alterations whatsoever to the Demised Premises and Building or provide any services except as described in this Lease. During the Term of the Lease, LESSOR shall maintain the exterior walls in good repair and shall keep the roof of the Building water tight. In addition, the LESSOR shall provide common area maintenance and utilities, building management, routine operational repairs for common areas, hazard insurance, landscape maintenance, exterior window washing, water and sewer service. LESSEE shall be responsible for obtaining and paying for all electrical and telephone service for the Demised Premises. LESSOR shall not be required to make any repairs or perform any maintenance, to or upon the Building or Demised Premises which are required by, related to or which arise out of negligence, fault, misfeasance, or malfeasance of the LESSEE, its employees, agents, invitees, licensees, contractors, subcontractors or customers in which event, the LESSEE shall be solely responsible therefore. LESSEE

shall be responsible for all repairs and replacements required to be made within the Demised Premises.

7. **QUIET ENJOYMENT:**

LESSOR covenants that so long as LESSEE pays the Base Rent and the Additional Rent set forth in this Lease and performs its agreement hereunder, LESSEE shall have the right to quietly enjoy and use the Demised Premises for the term hereof, subject only to provisions of this Lease.

8. **LIMITATION OF OWNER'S LIABILITY:**

Unless any of the same shall be solely caused by LESSOR'S gross negligence, LESSOR and LESSOR'S agents, servants, and employees, shall not be liable for, and LESSEE hereby releases LESSOR and LESSOR'S agents, servants, and employees from all claims for damage to person or property (including loss or interruption of business) sustained by LESSEE, or any person claiming through LESSEE, resulting from any fire, accident, or occurrence or condition in or upon the Demised Premises or the Building, including but not limited to, such claims for damage resulting from (i) any defect in or failure of plumbing, sprinkler systems (if any), heating or air conditioning equipment, elevators (if any), electric wiring or installation thereof, water pipes, stairs, railing or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Demised Premises or the Building; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow, or ice being upon or coming through the roof of the Building or any other place upon or near the Demised Premises or otherwise; (vii) the falling of any fixture, plaster, or stucco; (viii) broken glass; (ix) any act or omission of co-tenants or other occupants of the Building; (x) the lawful and proper exercise of any rights by LESSOR under this Lease; (xi) any act or omission of parties other than LESSOR, his agents, servants or employees.

9. **NO ASSIGNMENT OR SUBLETTING:**

(a) LESSEE'S Rights. LESSEE shall not assign, mortgage, pledge, or encumber this Lease, or sublet the whole or any part of the Demised Premises without on each occasion first obtaining the prior written consent of LESSOR. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If LESSEE is a corporation or partnership, any transfer, sale, pledge, or other disposition, in any single transaction or cumulatively during the Term of this Lease, of fifty (50%) percent or more of the stock or partnership interest in LESSEE shall be deemed an assignment of this Lease and, therefore, be prohibited without the prior written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of any assignment of this Lease made with LESSOR'S consent, LESSEE shall, nevertheless, remain liable for the performance of all of the terms, conditions, and covenants of this Lease and will require any assignee to execute and deliver to LESSOR an assumption of liability agreement in form satisfactory to LESSOR, including an assumption by the assignee of all of the obligations of LESSEE and the assignee's ratification of and agreement to be bound by all the provisions of this Lease.

(b) LESSOR'S Rights. LESSOR may assign this Lease incident to any sale of the Building, whereupon LESSOR shall be relieved from all further duties and obligations under this Lease.

10. **UNCOVERED PARKING AND COMMON AREAS:**

In addition to the Demised Premises, LESSEE shall have the right to nonexclusive use, in the common with LESSOR, other LESSEES, and the guests, employees, and invitees of same of (a) uncovered automobile parking areas, driveways and footways; and (b) such other facilities as may be designated from time to time by

LESSOR, subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by LESSOR.

The parking area shall be maintained in good condition by LESSOR, provided that LESSOR shall have the right at any time and from time to time, to change or modify the design and layout of the parking area(s). LESSOR shall have the right to change or modify the design and layout of the parking areas, as long as said modifications shall comply with the applicable governmental codes.

11. **SIGNS:**

During the Term of the Lease, LESSEE shall have signage in the Building, as approved in writing by LESSOR. All costs for the signage shall be borne by the LESSEE.

12. **ALTERATION TO THE PREMISES AND REMOVAL OF EQUIPMENT:**

LESSEE shall not make any alteration or addition to the Demised Premises that affect the roof, structural components of the Building, any major systems thereof, or anything that affects the external visual context of the Building, including the installation of air conditioning, without first obtaining the express prior written consent of LESSOR. Upon expiration and termination of this Lease, all installations, fixtures, improvements, and alterations made or installed by LESSEE, including electric lighting fixtures, and all repairs, improvements, replacements, and alterations to the Demised Premises made by LESSEE shall remain a part of the Demised Premises as property of the LESSOR, except for trade fixtures. LESSEE hereby acknowledges that at various times during the term of LESSEE' s occupancy of the Demised Premises, other tenant improvements may be performed at premises adjoining the Demised Premises. LESSEE hereby acknowledges that any minor disturbance to LESSEE as a result of such tenant improvements by LESSOR or by such adjoining Lessee, shall not constitute a material breach of this Lease nor shall entitle LESSEE to terminate this Lease.

13. **LIENS:**

LESSEE agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes, or other work done by or on behalf of LESSEE to the Demised Premises, and further agrees to indemnify and hold LESSOR harmless from and against any and all mechanic's, materialman's, or laborer's liens arising out or from such work or the cost thereof which may be asserted, claimed, or charged against the Demised Premises of the Building or site on which it is located. Notwithstanding anything to the contrary in this Lease, the interest of LESSOR in the Building or Demised Premises shall not be subject to liens for improvements made by or for LESSEE, whether or not the same shall be made or done in accordance with an agreement between LESSOR and LESSEE, and it is specifically understood and agreed that in no event shall LESSOR or the interest of LESSOR in the Demised Premises or Building be liable for or subject to any mechanic's, materialman's, or laborer's liens for improvements made by LESSEE or for which LESSEE is responsible for payment under the terms of this agreement. The LESSEE shall give written notice to all persons performing services or furnishing material on its behalf of the terms and conditions of this paragraph. In the event any notice or claim of lien shall be asserted of record against the interest of LESSOR in the Demised Premises or the Building or the site on which they are located on account of or arising from any improvement or work done by or for LESSEE, or any person claiming by, through or under LESSEE, or for improvements or work the cost of which is the responsibility of LESSEE, LESSEE agrees to have such notice of claim of lien canceled and discharged of record as a claim against the interest of LESSOR in the Demised Premises or the Building or the site on which they are located (either by payment or bond as permitted by law) within ten (10) days after notice to LESSEE by LESSOR, and in the event LESSEE shall fail to do so, LESSEE shall be considered in default under this Lease, or at LESSOR'S option, LESSOR may pay off said lien(s) and such amount, and in such event, LESSEE agrees to pay as Additional Rent, such amount, plus interest equal to twelve percent (12%) per annum. The security deposit paid by LESSEE may be used by LESSOR for the satisfaction or

transfer of any claim of lien, in which case LESSEE shall replenish said security deposit up to its original amount within ten (10) days of any request by LESSOR to do so. Failure to comply with such request shall be deemed a material default of this Lease. If LESSOR requests same, LESSEE shall execute a memorandum of this Lease to be recorded among the Public Records of Broward County y, Florida, setting forth the provisions of this Section 14. This Section shall survive the termination or expiration of this Agreement of Lease.

14. **CASUALTY LOSS:**

(a) Total Destruction. In the event that the Premises are totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of the LESSEE or those employed by or acting for it, that the same cannot, in LESSOR 's opinion, be repaired or restored within a reasonable time, this Lease shall absolutely cease and terminate as of the date of such casualty, and the rent shall abate for the balance of the Term. If such destruction or damage is the result or the fault or negligence of LESSEE, or those employed by or acting for it, the obligations of LESSEE under this Lease shall continue.

(b) Partial Destruction. If the damage caused as above be only partial and such that, in LESSOR'S opinion, the Demised Premises can be restored within a reasonable time to their condition immediately prior to the damage, the LESSOR may, at its option, restore the same with reasonable promptness, reserving the right to enter upon the Demised Premises for that purpose. The LESSOR also reserves the right to enter upon the Premises whenever necessary to repair damage caused by fire or other casualty to the Building, even though the effect of such entry may be to render the Demised Premises or part thereof untenantable. In either event, the Rent shall be apportioned and suspended during the time the LESSOR is in possession, taking into account the proportion of the Demised Premises rendered untenantable and the duration of the LESSOR'S possession. If a dispute arises as to the amount of Rent due under this clause, same shall be submitted to the American Arbitration Association for a binding resolution to said dispute.

(c) Election to Repair. LESSOR shall make such election to repair the Demised Premises or terminate this Lease by giving notice thereof to LESSEE within one hundred twenty (120) days from the day LESSOR received notice that the Demised Premises had been destroyed or damaged by fire or other casualty.

(d) No Liability. LESSOR shall not be liable for any damage, compensation, or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Building, the interruption in the use of the Demised Premises or the termination of this Lease by reason of the destruction of the Demised Premises.

(e) Mutual Waiver of Subrogation. Each of the parties hereto hereby releases the other to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation if it is available and if such policies do not provide therefor. If an additional premium is charged for such waiver, the party benefitting therefrom, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefor.

15. **INSURANCE:**

LESSEE will keep in full force and effect, at its sole cost and expense, as long as this Lease remains in effect: (i) public liability insurance, including contractual liability, with respect to the Demised Premises in companies and in form acceptable to LESSOR with a minimum limit of Five Hundred Thousand and No/100 Dollars ($500,000.00) on account of bodily injuries to or death of one person, and One Million and No/100 Dollars ($1,000,000.00) on account of bodily injuries or death as a result of any occurrence, accident or disaster; (ii) property damage with minimum limits of Three Hundred Thousand and No/100 Dollars ($300,000.00); and (iii) fire and extended coverage insurance on LESSEE'S personal property, including inventory, trade fixtures, floor coverings, furniture, and other property, and LESSEE'S leasehold improvements. LESSEE will further deposit the policy or policies of such insurance, or certificates thereof, with LESSOR, which policy or policies shall name LESSOR or its designee as additional named insureds, and shall also contain a provision stating that such policy or policies shall not be canceled except after thirty (30) days written notice to LESSOR. If the nature of LESSEE'S operation is such as to place any or all of its employees under the coverage of local workmen's compensation or similar or applicable statutes, LESSEE shall also keep in force, at its sole cost and expense, so long as this Lease remains in effect, workmen's compensation or similar insurance affording statutory coverage and containing statutory limits. If LESSEE shall not comply with its covenants made in this Section 16, LESSOR may cause insurance as aforesaid to be issued, and in such event LESSEE agrees to pay, as Additional Rent, the premium for such insurance upon LESSOR'S demand, plus interest thereon at twelve percent (12%) per annum.

At all times during which construction is being performed within the Demised Premises by LESSEE and during any alteration of the Demised Premises, LESSEE shall provide builder's risk insurance with such reasonable limits as LESSOR shall from time to time require, and any such policy of insurance shall name the insured thereunder LESSOR and LESSEE.

16. **CONDUCT OF BUSINESS:**

LESSEE agrees to open the Demised Premises for business on the Commencement Date and thereafter, throughout the Term of this Lease, continuously to use the Demised Premises for the purpose or purposes stated in this Lease, diligently carrying on therein LESSEE'S business undertaking. Failure to continuously use the Demised Premises for more than thirty (30) consecutive days (except legal holidays) shall be deemed an abandonment of the Demised Premises by Lease.

17. **LESSOR'S RIGHT TO ENTRY:**

LESSOR and persons designated by it have the right to enter the Demised Premises at reasonable hours to examine the same and to do such work as LESSOR is obligated to do under the terms hereof or to do such work as LESSOR shall deem necessary for the safety or preservation of the Demised Premises or the Building; provided, however, that except in the case of an emergency, the same shall not interfere unreasonably with the conduct of LESSEE'S business.

LESSOR shall have the right to display a "For Sale" sign at any time on the exterior of the Demised Premises, and also, after notice of either party of intention to terminate this Lease, or at any time within three (3) months prior to the expiration of this Lease a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs may be placed upon such part of the Demised Premises and/or Building as LESSOR may elect and may contain such matter as LESSOR shall require. Prospective purchasers or lessees authorized by LESSOR may inspect the Demised Premises at reasonable hours at any time.

18. **DEFAULT OF LESSEE:**

(a) Events of Default. Upon the happening of one or more of the events set forth below in (i) to (viii), inclusive (any of which is referred to hereinafter as an "Event of Default"), the LESSOR shall have any and all rights and remedies hereinafter set forth:

(i) in the event LESSEE should fail to pay any one or more of said monthly installments of rent, or any other sums required to be paid hereunder within ten (10) days of its due date, or if there is no stated due date, then within 10 days after written demand from LESSOR;

(ii) in the event a petition in bankruptcy (including Chapter VII and Chapter XI bankruptcy proceedings or any other reorganization proceedings under the Bankruptcy Act) be filed by or against the LESSEE and such petition is not dismissed within sixty (60) days from the filing thereof, or in the event LESSEE is adjudged a bankrupt;

(iii) in the event an assignment for the benefit of creditors is made by LESSEE;

(iv) in the event of any appointment by any court of a receiver or other court officer of LESSEE'S property and such receivership is not dismissed within sixty (60) days from such appointment;

(v) in the event LESSEE removes, attempts to remove, or permits to be removed from the Demised Premises, except in the usual course of trade, the goods, furniture, effects or other property of the LESSEE brought thereon;

(vi) in the event LESSEE, before the expiration of the term, and without the written consent of the LESSOR, vacates the Demised Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby leased, or ceases to use the Demised Premises for the purposes herein expressed;

(vii) in the event an execution or other legal process is levied upon the goods, furniture, effects or other property of LESSEE brought on the Demised Premises, or upon the interest of LESSEE in this Lease, and the same is not satisfied or dismissed within ten (10) days from such levy; and

(viii) LESSEE'S failure to perform any other covenant or condition of this Lease within ten (10) days after written notice and demand, unless the failure is of such a character as to require more than ten (10) days to cure, in which case LESSEE'S failure to proceed diligently to cure such failure shall constitute an Event of Default. In no event shall LESSEE'S time to cure extend beyond thirty (30) days after written notice.

(b) Remedies of LESSOR.

(i) if any Event of Default occurs, the LESSOR shall have the right, at the option of LESSOR, to terminate this Lease upon three (3) days written notice to LESSEE, and to thereupon re-enter and take possession of the Demised Premises pursuant to any lawful means;

(ii) if any Event of Default occurs, LESSOR shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and relet the Demised Premises, or any part thereof, pursuant to any lawful means, as the agent and for the specific account of LESSEE upon such terms and conditions as LESSOR may deem advisable or satisfactory. The rents received on such reletting shall be applied first to the expenses of such reletting and collection, including, but not limited to, necessary renovation and alterations of the Demised Premises, reasonable attorney's fees and costs, reimbursement of any real estate commissions paid by Lessor, all of the foregoing prorated on a monthly basis and calculated for the months remaining after such reletting, and thereafter toward payment of all sums due or to become due LESSOR hereunder, and if a sufficient sum shall not be thus realized or secured to pay such sums and other

charges, then (i) at LESSOR'S option, LESSEE shall pay LESSOR any deficiency monthly, notwithstanding LESSOR may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and LESSOR may bring an action therefor as such monthly deficiency shall arise, or (ii) at LESSOR'S option, the entire deficiency, which is subject to ascertainment for the remaining Term of this Lease, may be accelerated and shall be immediately due and payable by LESSEE. Nothing herein, however, shall be construed to require LESSOR to re-enter and relet the Demised Premises. The LESSOR shall not, in any event, be required to pay LESSEE any surplus of any sums received by LESSOR on a reletting of said Leased Premises in excess of the rent provided in this Lease;

(iii) if any Event of Default occurs, the LESSOR shall have the right, at its option, to declare the rents for the entire remaining term and other indebtedness, if any, immediately due and payable without regard to whether possession shall have been surrendered to or taken from LESSOR, and may commence action immediately thereupon and recover judgment therefor for such acceleration;

(iv) if any Event of Default occurs, the LESSOR, in addition to other rights and remedies it may have, shall have the right to remove all or any part of the LESSEE'S property from the Demised Premises and any property removed may be stored in any public warehouse or elsewhere at the cost and for the account of LESSEE and the LESSOR shall not be responsible for the care or safekeeping hereof. To the extent permitted by law, LESSEE hereby waives any and all claims for loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts;

(v) no such re-entry or taking possession of the Demised Premises by LESSOR shall be construed as an election on LESSOR'S part to terminate this Lease unless a written notice of such intention is given to LESSEE. Notwithstanding any such reletting without termination, LESSOR may at all times thereafter elect to terminate this Lease for such previous default or breach. Any such re-entry shall be allowed by LESSEE without hindrance and LESSOR shall not be liable in damages for any such reentry, or guilty of trespass. LESSOR, whether by acceleration or otherwise, as herein provided in this Section, shall include Base Rent and Additional Rent; and

(vi) any and all rights, remedies and options given in this Lease to LESSOR shall be cumulative and in addition to and without waiver of, or in derogation of, any right or remedy given to it under any law now or hereafter in effect.

19. **LESSOR'S LIEN FOR RENT:**

LESSOR shall have a lien as provided by section 83.08, Florida Statutes for any rent due LESSOR upon all of LESSEE'S property found either upon the Demised Premises leased or rented, and in the possession of any person, as follows:

(a) Upon all other property of the LESSEE or its sublessee or assigns, usually kept on the Demised Premises. This lien shall be superior to any lien acquired subsequent to the bringing of the property on the Demised Premises.

(b) Upon all other property of the LESSEE whether located on or off the Demised Premises. This lien shall date from the levy of the distress warrant hereinafter provided.

20. **EXPENSES OF ENFORCEMENT:**

In the event any payment due LESSOR under this Lease shall not be paid on the due date, said payment shall bear interest at the rate of eighteen (18%) percent per annum from the due date until paid unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by LESSEE under this Lease. In no event, however, shall the interest rate charge be greater than the maximum rate permitted by Law. Any charges becoming due under this Section of this Lease shall be added to and become due with the next ensuing monthly payment of Additional Rent and shall be collectible as a part thereof.

21. **LEGAL EXPENSES:**

In the event that it shall become necessary for LESSOR to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the LESSEE to be kept or performed, regardless of whether suit be brought, LESSEE shall pay to LESSOR such reasonable fees or costs as shall be charged by LESSOR'S attorney for such services. Should suit be brought for the recovery of possession of the Demised Premises, or for rent or any other sum due LESSOR under this Lease, or because of the breach of any of LESSEE'S covenants under this Lease, the non-prevailing party shall pay to the prevailing party all expenses of such suit and any appeal thereof, including any reasonable attorney's fee, paid or incurred by the prevailing party therein.

22. **WAIVER OF PERFORMANCE:**

The failure of LESSOR to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease, or exercise any option of LESSOR herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement, or option but the same shall continue and remain in full force and effect.

23. **SUBORDINATION AND ATTORNMENT:**

This Lease shall be subject and subordinate at all times to all underlying leases and to the lien of any mortgage and/or other encumbrances which may now or hereafter affect such leases or the Demised Premises, and also subject and subordinate to all renewals, modifications, consolidations, and replacements of said underlying leases and mortgages or other encumbrances, without the necessity of any further instrument or act on the part of LESSEE to effectuate such subordination. LESSEE agrees, at the election of the mortgagee, to attorn to any holder of any mortgage to which this Lease is subordinate or to any mortgagee who shall be a successor in interest to LESSOR. Although no instrument or act on the part of LESSEE shall be necessary to effectuate the foregoing subordination and attornment, LESSEE shall, nevertheless, execute and deliver upon demand such further instrument or instruments confirming such subordination of this Lease to all underlying leases and to the lien of any such mortgage and/or other encumbrance as shall be desired by any mortgagee or proposed mortgagee or by any other person. Failure to deliver such confirmation within ten (10) days of its request shall be deemed a material breach of this Lease.

24. **HOLDING OVER:**

If the LESSEE retains possession of the premises or any part thereof after the termination of the Term or any renewal thereof, by lapse of time or otherwise, the LESSEE shall pay the LESSOR rent at double the rate payable for the month immediately preceding said holdover, for the time the LESSEE thus remains in possession. The provisions of this paragraph do not waive the LESSOR'S rights of re-entry or any other right hereunder. Any retention of the Demised Premises after the termination of this Lease or any extension thereof shall be considered as a month-to-month holdover unless otherwise agreed to in writing by both parties.

25. **CONDEMNATION:**

If the whole of the Building shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate as of the date of title vesting as a result of such proceeding and all rentals shall be paid up to that date, and LESSEE shall have no claim against LESSOR or the condemning authority in respect to any compensation for such taking awarded the LESSOR, whether through a negotiated settlement or through formal condemnation proceedings, and hereby waives any such claim.

LESSOR'S sole opinion that said Permitted Materials are being improperly stored, used or disposed of, the LESSEE shall immediately take such reasonable and necessary corrective action as requested by LESSOR. Should LESSEE fail to take such corrective action within twenty-four (24) hours, LESSOR shall have the right to perform such work and LESSEE shall promptly reimburse LESSOR for any and all reasonable and necessary costs associated with said work. If at any time during or after the term of the Lease, the Premises is found to be so contaminated or subject to said conditions as a result of the used of the Premises by LESSEE, LESSEE shall diligently institute proper and thorough cleanup procedures at LESSEE'S sole cost, and LESSEE agrees to indemnify and hold LESSOR harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Premises by LESSEE. The foregoing indemnification and the responsibilities of LESSEE shall survive the termination or expiration of this Lease.

28. **NOTICES:**

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed by registered or certified mail in a postage-paid envelope or by Federal Express (a) if to LESSEE, at the Demised Premises, and (b) if to LESSOR, at LESSOR'S address first above set forth, or at such other address as LESSEE or LESSOR, respectively, may designate in writing. Notice shall be deemed to have been duly given upon the sooner of the third day after mailing or delivery of the Federal Express.

29. **ESTOPPEL CERTIFICATE:**

LESSEE agrees, at any time and from time to time, within ten (10) days after LESSOR'S written request to execute, acknowledge, and deliver to LESSOR a written instrument in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications), and the dates to which Base Rent, Additional Rent, and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate, LESSOR is in default in the performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee or any mortgagee thereof or any assignee of LESSOR'S interest in this Lease, or of any mortgage upon the fee of the Building, or any part thereof. To the extent LESSEE, makes the request of LESSOR for the above information, LESSOR shall reasonably accommodate and comply with said request.

30. **SURRENDER OF PREMISES:**

LESSEE shall surrender the Premises to LESSOR at the termination of this Lease in the same condition as they are at the beginning of the Term, reasonable wear and tear and damage by fire or other casualty not due to the misuse or neglect by LESSEE or LESSEE'S agents, servants, visitors, or licensees, excepted.

31. **APPLICABLE LAW:**

This Lease is entered into in the State of Florida and shall be governed by the applicable law of said state. Venue for any litigation shall be Broward County, Florida.

32. **BINDING EFFECT:**

The conditions, covenants, and agreements contained in this Lease shall bind and inure to the benefit of LESSOR and LESSEE and their respective heirs, distributees, successors and, except as otherwise provided in the Lease, their assigns or sublessees.

33. **BUILDING HOURS:**

LESSEE will have twenty-four (24) hour access to the Premises.

34. **ENTIRE AGREEMENT:**

LESSEE agrees that LESSOR has not made any statements, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or in which any way modifies, varies, alters, enlarges, or invalidates any of its provisions. This Lease sets forth the entire understanding between LESSOR and LESSEE, and shall not be changed, modified, or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification, or amendment is sought. Whenever used, the singular and the use of any gender shall include all genders.

35. **ACCORD AND SATISFACTION:**

No payment by LESSEE or receipt by LESSOR of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR'S right to recover the balance of such rent or pursue any other remedy provided herein or by law.

38. **NO PARTNERSHIP:**

LESSOR does not, in any way or for any purpose, become a partner of LESSEE in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with LESSEE, nor does anything in this Lease confer any interest in LESSOR in the conduct of LESSEE'S business.

37. **CAPTIONS AND SECTION NUMBERS:**

The captions, section numbers, and article number appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

38. **BROKERS COMMISSION:**

The LESSEE represents and warrants to LESSOR that there are no claims for brokerage commissions or finders fees arising from this Lease except as listed below, and agrees to indemnify, defend and save the LESSOR harmless from all liabilities arising from any other claim (including, without limitation, the cost of counsel fees in connection therewith).

39. **PARTIAL INVALIDITY:**

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

40. **RECORDING:**

LESSEE shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of LESSOR.

41. **LIABILITY OF LESSOR:**

LESSEE shall look solely to the estate and property of the LESSOR in the Building for the collection of any judgment, or in connection with any other judicial process, requiring the payment of money by LESSOR in the event of any default or breach by LESSOR with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by LESSOR and no other property or estates of LESSOR shall be subject to levy, execution or other enforcement procedures for the satisfaction of LESSEE'S remedies and rights under this Lease.

42. **WAIVER OF JURY TRIAL:**

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other. LESSEE further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon non-payment of rent or any other payment required of LESSEE hereunder.

43. **TIME OF ESSENCE:**

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

44. **NO OPTION:**

The submission by LESSOR to LESSEE of this Lease shall be solely for LESSEE'S consideration and not for acceptance. Such submission shall have no binding force or effect, shall not constitute an option for the leasing of the Demised Premises herein described, nor confer any rights or impose any obligations upon either party. The execution and return of this Lease by LESSEE to LESSOR shall be deemed LESSEE'S offer to lease the Demised Premises. This Lease shall have no binding force and effect unless and until LESSEE and LESSOR shall have executed this Lease and a duplicate executed original hereof shall have been returned by LESSOR to LESSEE.

45. **RULES AND REGULATIONS:**

LESSOR shall at all times abide by the rules and regulations set forth in Exhibit 'B' and all reasonable rules and regulations promulgated by LESSOR and/or the Town Center Professional Center, Inc.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease to be executed as required by law on the day and year first above written.

WITNESSES:

Yeoka Andrade
(Print Name)

WITNESSES:

SERGIO LAGRATTA
(Print Name)

LESSOR:
1437 S. Federal Hwy., LLC

By:
Name:
Title:

LESSEE:
Associates in Family Practice of Broward, LLC

By:
Name:
Title: Felipe Lagratta CEO

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Associates in Family Practice of Broward, LLC

2 Business name/disregarded entity name, if different from above

AssociatesMD

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

4780 SW 64th Ave Suite 103

Requester's name and address (optional)

6 City, state, and ZIP code

Davie, Fl 33314

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 6 | – | 1 | 3 | 3 | 7 | 4 | 9 | 3 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ► [signature] Date ► 8/16/18

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| • Corporation | Corporation |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

# Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# CITY OF DANIA BEACH

**Department of Community Development**
**Zoning Division**

# CERTIFICATE OF USE

**CERTIFICATE #:** CU-17-099 **RECORD #:** 002870

**BUSINESS NAME:** Associates MD Medical Group

**BUSINESS ADDRESS:** 101 S. Federal Hwy Dania Beach FL 33004

**BLDG #:** _____ **BAY #:** _____

**BUSINESS PHONE:** 954-399-9941

**BUSINESS USE(S):** Medical Office

**PROPERTY ZONED:** CC **FOLIO #:** 5042 3401 3480

**CERTIFICATE APPROVED BY:** Daniel Lozandier **DATE:** 04/27/2017

**LIMITATION(S):**

**MUST BE POSTED AT BUSINESS LOCATION**

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

**ASSOCIATESMD**
4780 SW 64TH AVE SUITE 103
DAVIE, FL 33314

BANK OF AMERICA

4907

63-27/631

8/15/2018

PAY TO THE ORDER OF City of Dania Beach $ **250.00

Two Hundred Fifty and 00/100********** DOLLARS

City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, FL 33004

HEAT SENSITIVE RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

MEMO: Application fee for grant

⑈004907⑈ ⑆063100277⑆ 229045659122⑈

**ASSOCIATESMD** 4907

| | | | |
|---|---|---|---|
| City of Dania Beach | | 8/15/2018 | |
| | Application fee for grant | | 250.00 |

BOA- Primary 9122 Application fee for grant 250.00

**ASSOCIATESMD** 4907

| | | | |
|---|---|---|---|
| City of Dania Beach | | 8/15/2018 | |
| | Application fee for grant | | 250.00 |

BOA- Primary 9122 Application fee for grant 250.00

Phone: 305-608-7880
Fax: 305-667-5912
Email: JorrinCMC@aol.com
5905 S.W. 28th Street
Miami, Florida 33155

*Jorrin Construction Management Co.*

8/18/18

Mr. Sergio Lafratta
Associated MD
1437 South Federal Hwy
Dania Beach, Fl. 33004

Re: Building facade

We are pleased to submit our proposal for your consideration for the completion of the above referenced project. Proposal is based on drawings issued by Engel and Associates, Inc. Dated 8/14/17.

Scope includes:

Build two tower structures on exterior building.
Exterior paint

Exclusions:

-No allowances for permits or running are included.

Total cost **$33,448.00**

Your consideration of our firm for completing the contract work is valued and appreciated. This quote is good for 20 days. Please do not hesitate to contact us if you have any questions.

Very truly yours,

Gonzalo Jorrin
President

*Alfatec Inc*
*11391 NW 38 St*
*Coral Springs, Fl. 33065*

8/18/18

Associates MD
Dania Beach

Re: Exterior renovation

This proposal specifically includes:

| 1437 South Federal Highway<br>Dania Beach Florida | | |
|---|---|---|
| | | |
| | Exterior structure / Shell work | $30,224 |
| | Paint exterior Building | $6,480 |
| | Roof | $2,775 |
| | O/P | $3,947 |
| | | |
| | | $43,426 |
| | | |

Your consideration of our firm for completing the contract work is valued and appreciated. Please do not hesitate to contact us if you have any questions.

Regards,

Miguel Del Cristo

Miguel Del Cristo
President

**WS Industries, Inc**
4375 SW 96 Ave
Miami, Fl. 33165

Date: 8-18-18

# *Proposal*

Proposal Submitted to:
Attention to: Sergio Lafratta
Project Name: Dania Beach Medical office 1437 South Federal Highway

We hereby propose to furnish and install as per your request:

Structural components for façade and paint on exterior of building
Includes excavation
Structural steel
Light gauge framing
Stucco finish
Roof
Paint.

Exclusions:
Permit, testing and inspection fees.
Prevailing wages and overtime hours.
Liquidated-consequential damages.
Performance Bond COST

Total: $38,565.00

Respectfully submitted by:

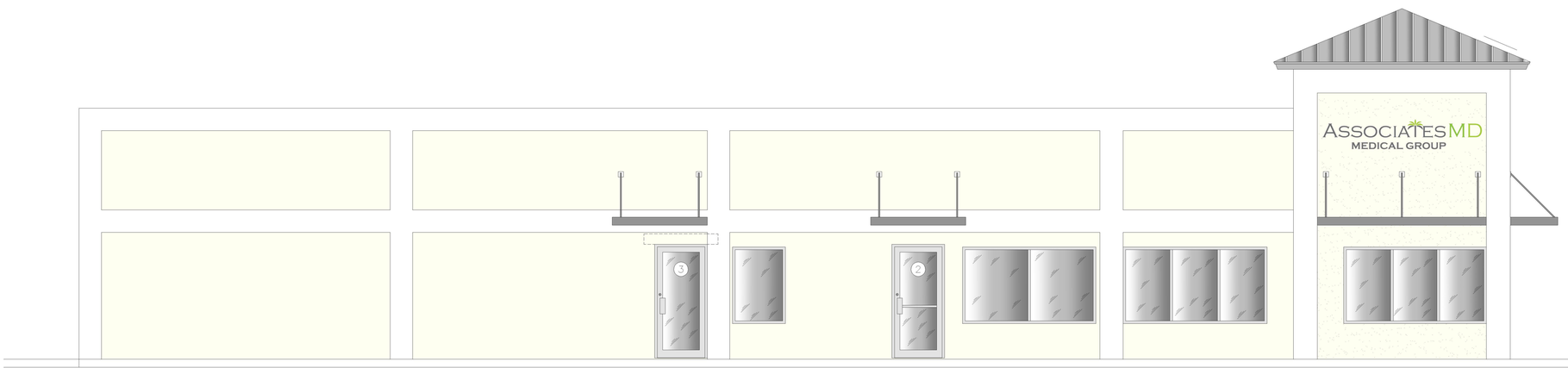
All material is guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and in a workmanlike manner. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate.
Note: This proposal may be withdrawn by us if not accepted within 30 days. The Subcontract Price based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available by (STEEL MILL) on (DATE). Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project.

# EAST ELEVATION

1/4"=1'-0"

# SOUTH ELEVATION

1/4"=1'-0"




# WEST ELEVATION

1/4"=1'-0"

REVISED:

WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS OF ALL ITEMS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION OF ITEMS. SO NOTED.

REVISIONS:

MEDICAL OFFICES FOR

# ASSOCIATES MD

1437 SOUTH FEDERAL HIGHWAY, DANIA BEACH, FL. 33004

DATE: 8/2018

DRAWN: K.W.N.

CHECKED: M.D.E.

Engel and Associates, Inc.
Architecture ▫ Planning
4800 S.W. 64th Avenue, Suite 104 ▫ Davie, Florida 33314
954.791.4810 ▫ Fax 954.791.4811 ▫ AA0003697

SAM ENGEL JR.

DRC SUBMITTAL

MARK ENGEL AR0017517

COMM. #: 1813

A3.1 6 OF 11

ASSOCIATESMD
MEDICAL GROUP

Aaron's
SHARP
JVC

© 2018 Google

# INDEX OF DRAWINGS


| | |
|---|---|
| A1.0 | INDEX, LOCATION MAP, GENERAL NOTES |
| A1.1 | SITE PLAN |
| | |
| | |
| | |
| | |
| A2.1 | FLOOR PLAN |
| A3.1 | BUILDING ELEVATIONS |


## GENERAL NOTES:

1. GENERAL CONTRACTOR SHALL VISIT JOB SITE AND FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS IN CONJUNCTION WITH THE CONSTRUCTION DOCUMENTS SCOPE OF WORK PRIOR TO COMMENCING WORK.
2. GENERAL CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO COMMENCING WORK AND NOTIFY ARCHITECT IN WRITING OF ANY ERRORS OR DISCREPANCIES.
3. GENERAL CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES, SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTS REQUIRED TO COMPLETE RELATED WORK. CONTRACTOR SHALL BE IN CHARGE OF THE OPERATION FROM THE TIME OF COMMENCEMENT UNTIL COMPLETION OF WORK AND TO WHOM ALL ORDERS AND DIRECTIONS SHALL BE GIVEN.
4. ALL DETAILS, SECTIONS AND NOTES SHOWN ON THESE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS OTHERWISE SHOWN.
5. ALL WORK AND MATERIALS SHALL COMPLY WITH THE 6th EDITION FLORIDA BUILDING CODE (2017), FLORIDA FIRE PREVENTION CODE (6TH EDITION) AND ALL LOCAL CODES GOVERNING THIS INSTALLATION.
6. ALL MATERIALS SHOWN OR CALLED FOR ON THESE CONSTRUCTION DOCUMENTS SHALL BE NEW AND INSTALLED TO MANUFACTURERS RECOMMENDATIONS AND SPECIFICATIONS.
7. BRAND NAMES, MODEL NUMBERS, OR SPECIFIC MANUFACTURERS NAMES INDICATED IN THESE DRAWINGS ARE TO ESTABLISH A STANDARD OF QUALITY. ANY SUBSTITUTIONS MUST BE SUBMITTED IN WRITING TO THE ARCHITECT FOR APPROVAL.
8. SPECIFICATIONS OR SHOP DRAWINGS, HAVING ALL ATTACHMENTS AND SEALING IF APPLICABLE, OF THE FOLLOWING ITEMS MUST BE SUBMITTED TO THE ARCHITECT FOR APPROVAL PRIOR TO ORDERING MATERIALS OR COMMENCING WORK: FLOORING AND CEILING SYSTEMS, PLUMBING FIXTURES, AIR CONDITIONING EQUIPMENT, ELECTRICAL EQUIPMENT & LIGHTING FIXTURES. EACH SUBMITTAL GIVEN TO THIS OFFICE SHALL FIRST BE REVIEWED BY THE GENERAL CONTRACTOR WITH SIGNATURE AND DATE REFLECTING APPROVAL, APPROVED AS NOTED, OR REJECTED. ALL SUBMITTALS SHALL BE IN PDF FORMAT. ONCE APPROVED 3 SETS SHALL BE PROVIDED OF THE APPROVED SHOP DRAWINGS (ARCHITECT, ENGINEER, AND OWNER)
9. THESE DRAWINGS ARE INSTRUMENTS OF SERVICE. ANY REPRODUCTION OF THESE DRAWINGS WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT IS NOT PERMITTED
10. ALL DEVICES AND ASSEMBLIES TO BE UL LISTED.
11. PROJECT TO COMPLY WITH OWNER'S INSURANCE CARRIER GUIDELINES.
12. LICENSED ROOFING CONTRACTOR IS REQUIRED TO PULL A PERMIT FOR ALL NEW ROOF PENETRATIONS.
13. ALL FLOORS BEING CUT FOR PLUMBING WORK SHOWN IN PLUMBING DRAWINGS SHALL BE REPAIRED WITH FINISHES TO MATCH FLOOR.
14. PROVIDE BACKING IN WALLS FOR ALL WALL HUNG CASEWORK, TOILET PARTITIONS AND ACCESSORIES. BACKING SHALL BE SHEET METAL ATTACHED BETWEEN STUDS AND SHALL BE COORDINATED WITH ALL TRADES.
15. UNLESS OTHERWISE NOTED, PAINT ALL INTERIOR & EXTERIOR WALLS WITH TWO COATS OF SATIN FINISH ACRYLIC PAINT. ALL WOOD & METAL SHALL BE PRIMED AND PAINTED WITH TWO FINISH COATSOF OIL BASED SATIN FINISH ENAMEL PAINT. ALL COLORS UNLESS OTHERWISE NOTED SHALL BE AS SELECTED BY OWNER.
16. G90 (MIN.) HOT–DIP GALVANIZED OR STAINLESS STEEL CONNECTORS AND FASTENERS MUST BE USED WITH PRESSURE TREATED WOOD. CONFIRM EXACT REQUIREMENTS WITH P.T. WOOD MANUFACTURER.
17. ALL CABLES AND PLUMBING INSTALLED ABOVE THE CEILING IN THE RETURN AIR PLENUM SHALL BE PLENUM RATED.

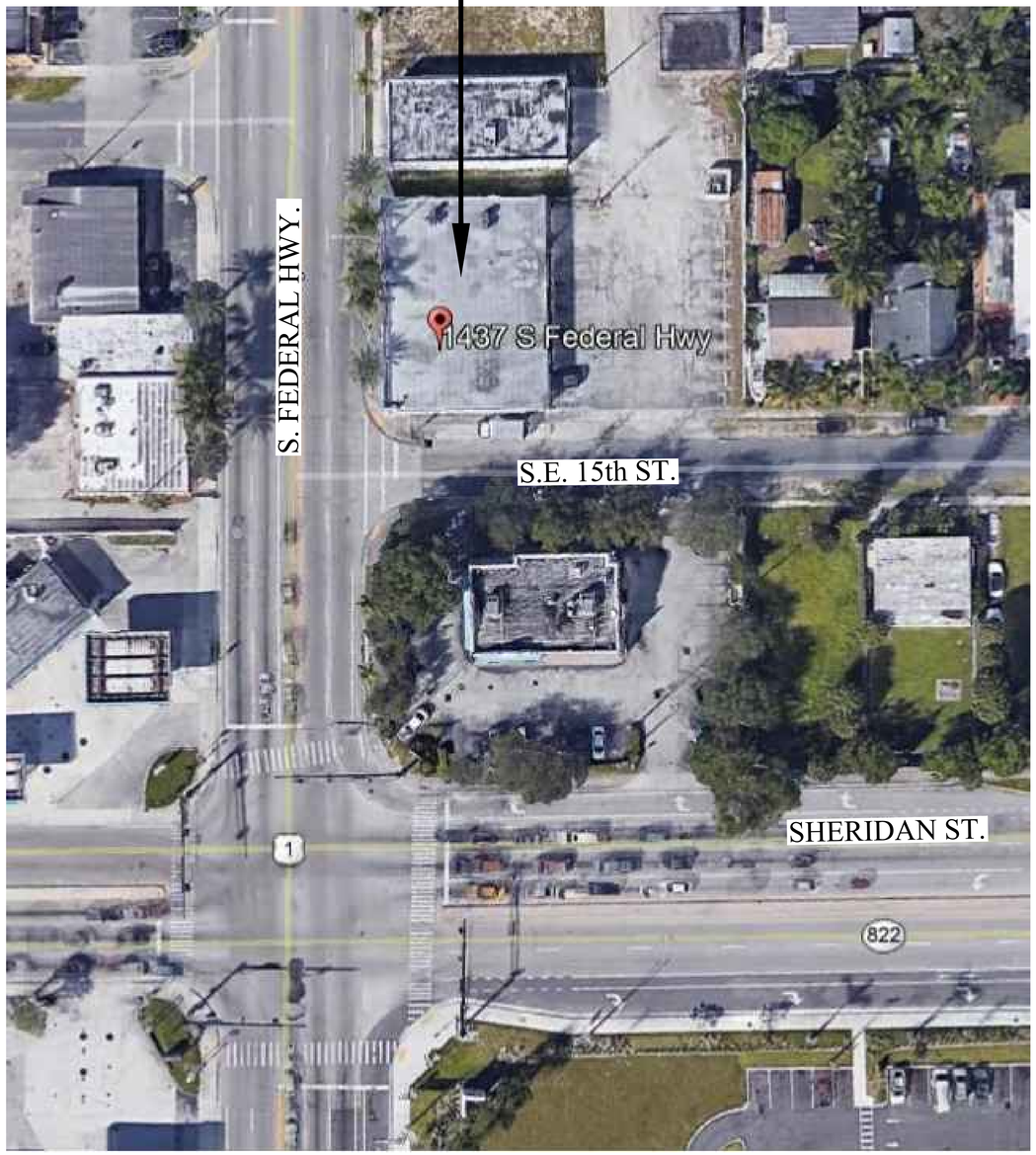
THIS PERMIT:

MEDICAL OFFICES FOR

ASSOCIATES MD

1437 SOUTH FEDERAL HWY.

DANIA BEACH, FL. 33004




## LOCATION MAP

N.T.S.

REVISED:

WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS OF ALL ITEMS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION OF ITEMS SO NOTED.

REVISIONS:

MEDICAL OFFICES FOR
ASSOCIATES MD
1437 SOUTH FEDERAL HIGHWAY, DANIA BEACH, FL. 33004

DATE: 8/20/18
DRAWN: K.W.N.
CHECKED: M.D.E.

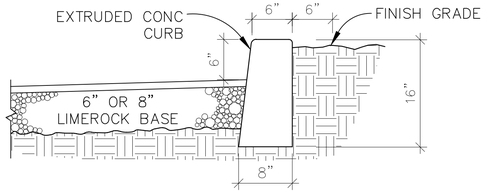

Engel and Associates, Inc.
Architecture ▪ Planning
4800 S.W. 64th Avenue, Suite 104 ▪ Davie, Florida 33314
954.791.4810 ▪ Fax 954.791.4811 ▪ AA0003607


SAM ENGEL JR. ☐

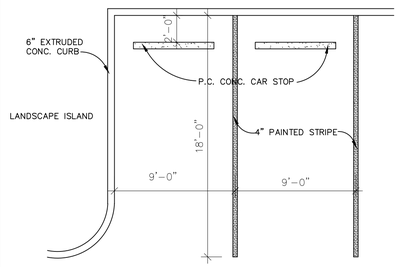
DRC SUBMITTAL

☐ MARK ENGEL AR0017517

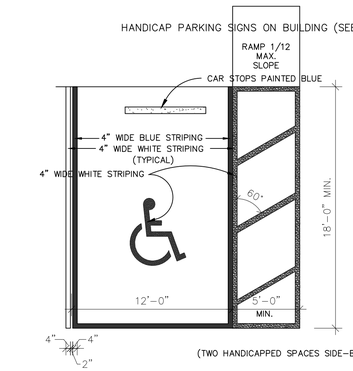
COMM. #: 1813




## EXTRUDED CONC. CURB "D" DETAIL
NO SCALE

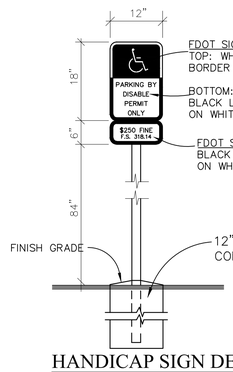



## TYPICAL PARKING SPACES
N.T.S.



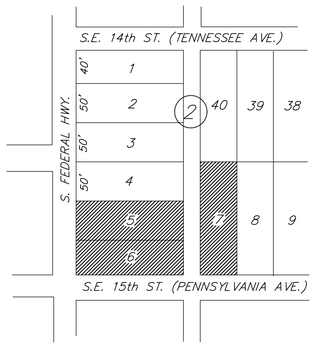

## TYPICAL HANDICAPPED PARKING SPACE
N.T.S. (FDOT INDEX 17346)

NOTE: PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 (2%) IN ALL DIRECTIONS




FDOT SIGN NO. FTP-25: TOP: WHITE H.C. SIGN AND BORDER ON BLUE BACKGROUND.
BOTTOM: BLACK LETTERS AND BORDER ON WHITE BACKGROUND.
FDOT SIGN NO. FTP-55: BLACK LETTERS AND BORDER ON WHITE BACKGROUND.

## HANDICAP SIGN DETAIL
N.T.S.




## LOCATION SKETCH
N.T.S.

## SITE CALCULATIONS:

| | | |
|---|---|---|
| TOTAL GROSS AREA | = | 15,369 SQ. FT. (0.3538 ACRES) |
| BUILDING | = | 6,229 SQ. FT. |
| PAVING & WALKS | = | 7,727 SQ. FT. |
| IMPERVIOUS AREA | = | 13,956 SQ. FT. (90.8%) |
| PROPOSED PERVIOUS AREA | = | 1,413 SQ. FT. (9.2%) |
| EXISTING PERVIOUS AREA | = | 780 SQ. FT. (5.1%) |

(633 SQ. FT. OF NEW LANDSCAPED AREA)

## PARKING:

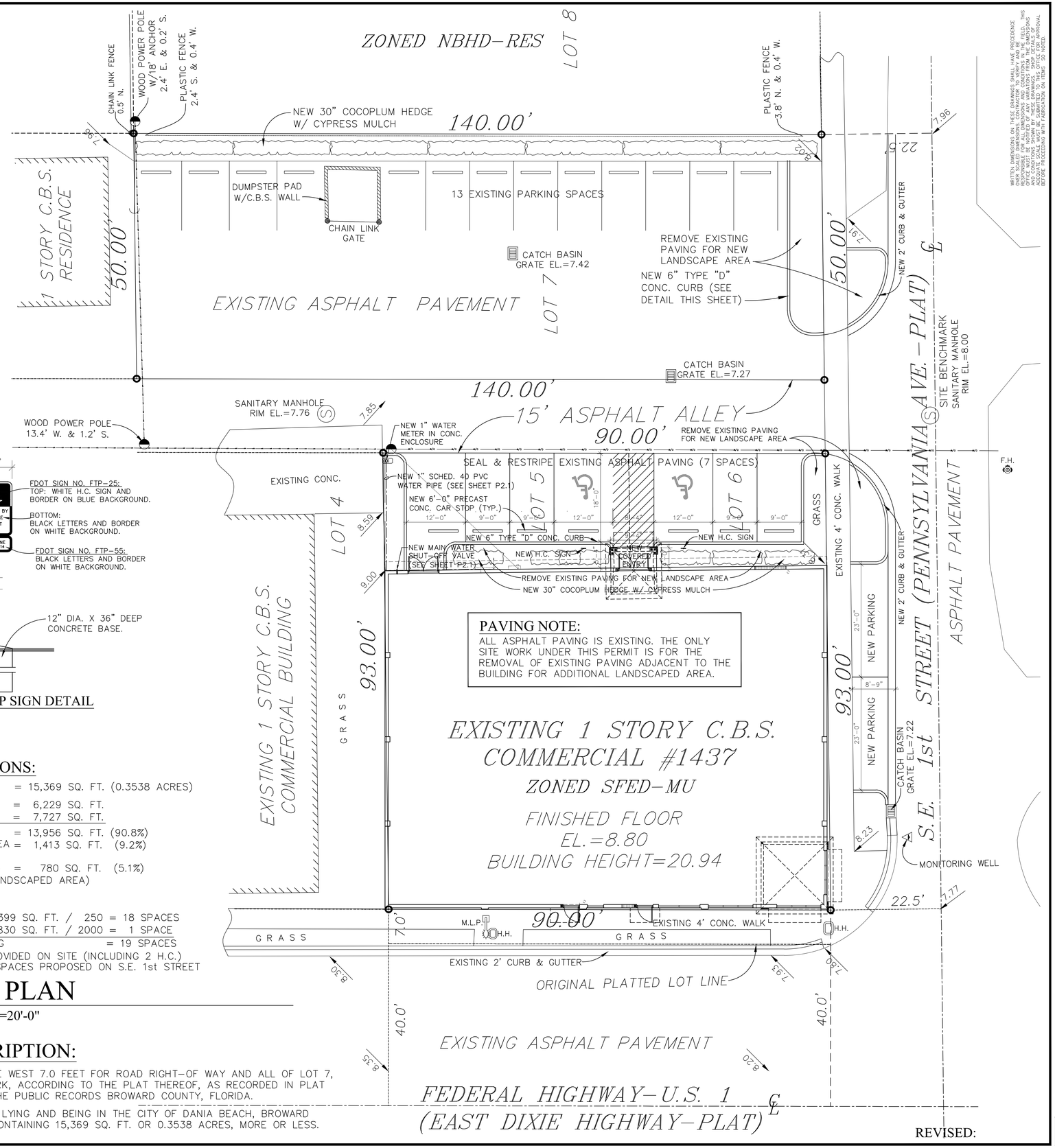
MEDICAL OFFICES 4,399 SQ. FT. / 250 = 18 SPACES
STORAGE/WAREHOUSE 1,830 SQ. FT. / 2000 = 1 SPACE
TOTAL REQUIRED PARKING = 19 SPACES
20 PARKING SPACES PROVIDED ON SITE (INCLUDING 2 H.C.)
2 ADDITIONAL PARKING SPACES PROPOSED ON S.E. 1st STREET

# SITE PLAN
SCALE 1"=20'-0"

## LEGAL DESCRIPTION:

LOTS 5 AND 6, LESS THE WEST 7.0 FEET FOR ROAD RIGHT-OF WAY AND ALL OF LOT 7, BLOCK 2, ST. JAMES PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 33, OF THE PUBLIC RECORDS BROWARD COUNTY, FLORIDA.

ALL SAID LAND SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 15,369 SQ. FT. OR 0.3538 ACRES, MORE OR LESS.




REVISED:

REVISIONS:

MEDICAL OFFICES FOR
ASSOCIATES MD
1437 SOUTH FEDERAL HIGHWAY, DANIA BEACH, FL. 33004

DATE: 8/20/18
DRAWN: K.W.N.
CHECKED: M.D.E.

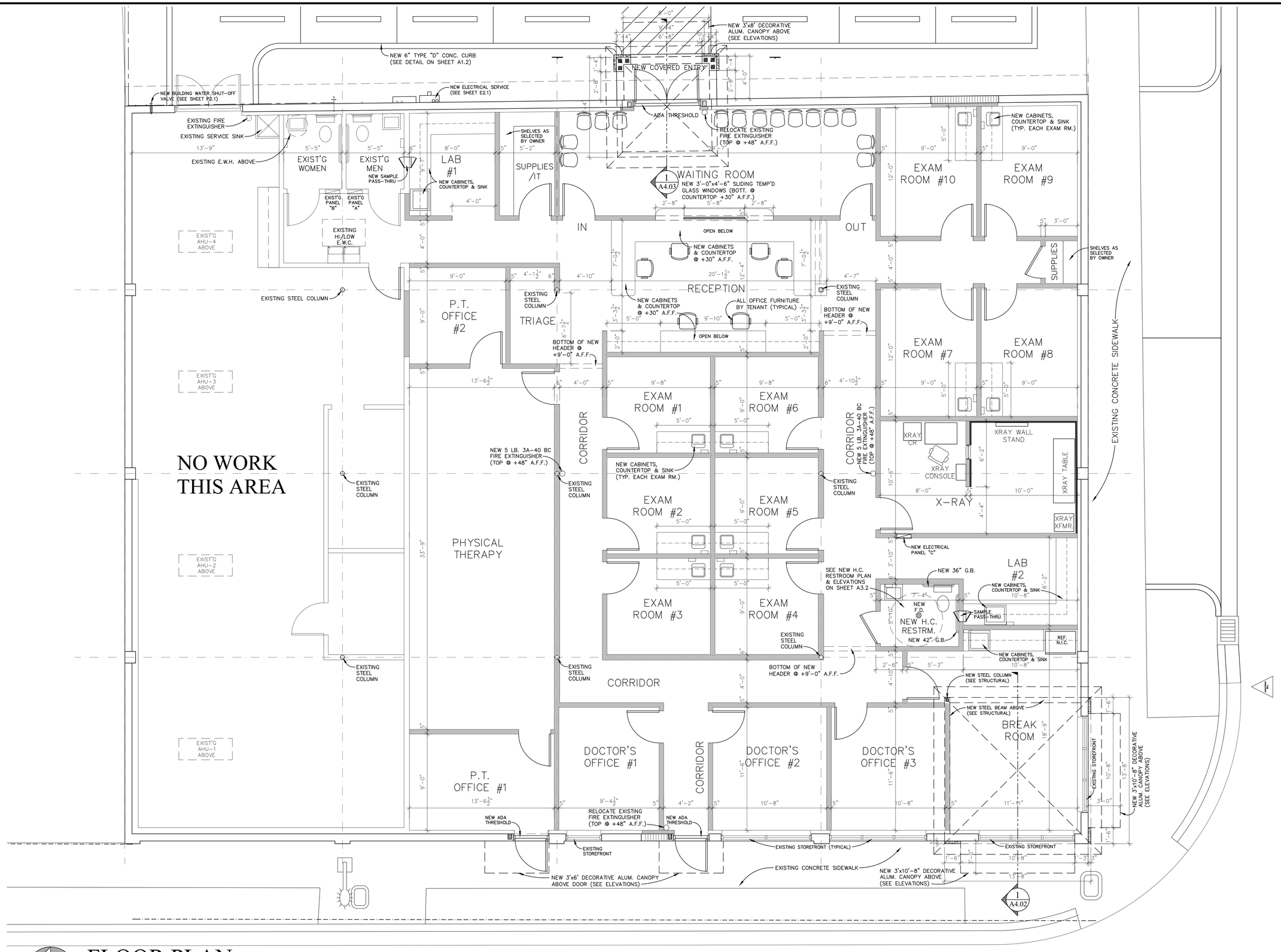

Engel and Associates, Inc.
Architecture ▪ Planning
4800 S.W. 64th Avenue, Suite 104 ▪ Davie, Florida 33314
954.791.4811 ▪ Fax 954.791.4810 ▪ AA0003607


SAM ENGEL JR. ☐
DRC SUBMITTAL
☐ MARK ENGEL AR0017517

COMM. #: 1813

A1.1 2 OF 11


WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS AND CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS OF ALL FABRICATIONS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION OF ITEMS SO NOTED.




NO WORK THIS AREA

# FLOOR PLAN

1/4"=1'-0"

REVISED:

WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS OF ALL FABRICATIONS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION ON ITEMS SO NOTED.

REVISIONS:

MEDICAL OFFICES FOR
ASSOCIATES MD
1437 SOUTH FEDERAL HIGHWAY, DANIA BEACH, FL. 33004

DATE: 8/20/18
DRAWN: K.W.N.
CHECKED: M.D.E.


Engel and Associates, Inc.
Architecture ▪ Planning
4800 S.W. 64th Avenue, Suite 104 ▪ Davie, Florida 33314
954.791.4810 ▪ Fax 954.791.4811 ▪ AA0003607

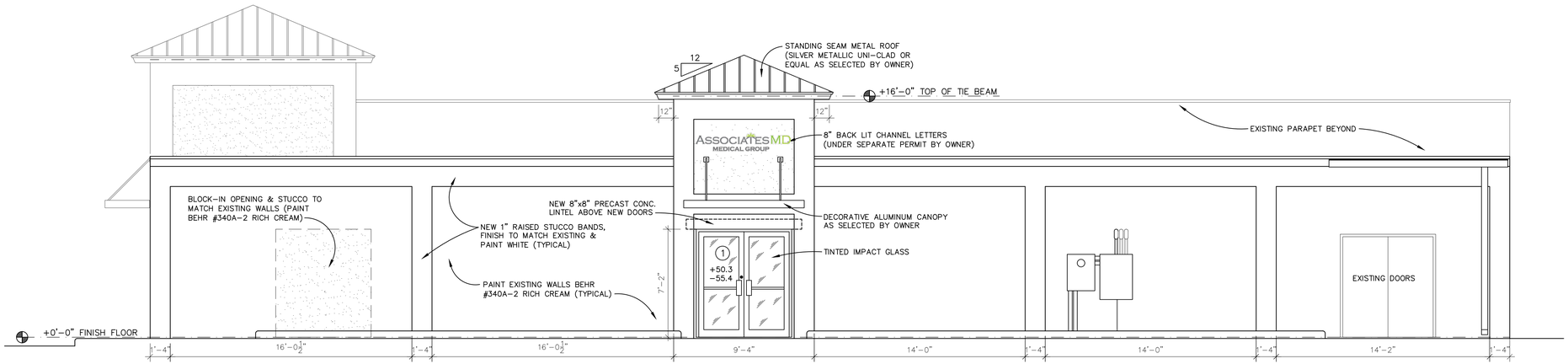

SAM ENGEL JR.

DRC SUBMITTAL

MARK ENGEL AR0017517

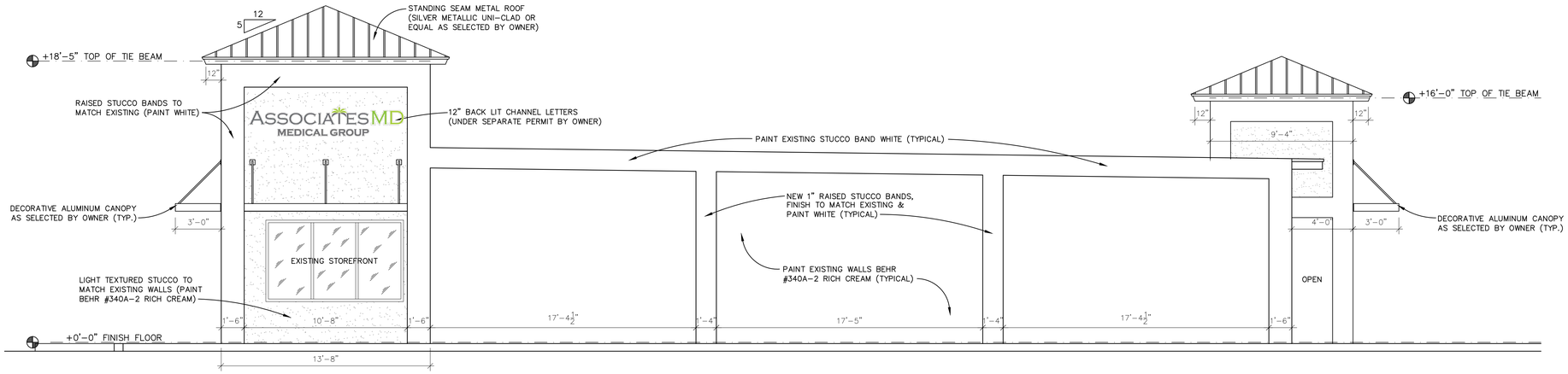
COMM. #: 1813

A2.1 5 OF 11



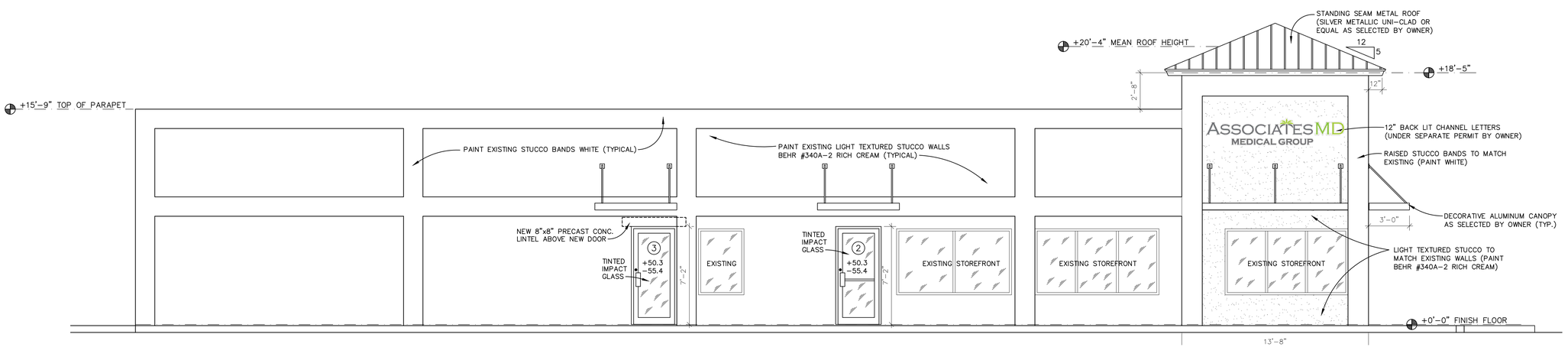

# EAST ELEVATION

1/4"=1'-0"




# SOUTH ELEVATION

1/4"=1'-0"




# WEST ELEVATION

1/4"=1'-0"

REVISED:

WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS OF ALL ITEMS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION OF ITEMS SO NOTED.

REVISIONS:

MEDICAL OFFICES FOR
ASSOCIATES MD
1437 SOUTH FEDERAL HIGHWAY, DANIA BEACH, FL. 33004

DATE: 8/20/18
DRAWN: K.W.N.
CHECKED: M.D.E.

Engel and Associates, Inc.
Architecture ▪ Planning
4800 S.W. 64th Avenue, Suite 104 ▪ Davie, Florida 33314
954.791.4810 Fax 954.791.4811 ▪ AA0003607

SAM ENGEL JR. ☐

DRC SUBMITTAL

☐ MARK ENGEL AR0017517

COMM. #: 1813

A3.1 6 OF 11

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

| **Requested Action (Identify appropriate Action or Motion)** |
|---|
| ADOPT RESOLUTION AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L. TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS |

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

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

| **Exhibits Attached** |
|---|
| CRA Memo Weiss Serota Special Counsel 2018-2019, R-2018-CRA- Weiss Serota Special Counsel to CRA, Weiss Serota Engagement Letter Signed |

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: September 11, 2018

**Re: Request to engage Weiss Serota Helfman Cole & Bierman, P.L for Representation**

---

**Background:**

The Dania Beach Community Redevelopment Agency ("CRA") utilizes the services of Special Legal Counsel to provide advice related to the responsibilities and powers of the CRA under Chapter 163, Florida Statutes. The CRA seeks to engage Weiss Serota Helfman Cole & Bierman, P.L to represent the CRA for this purpose.

**Recommendation:**

Approval to engage Weiss Serota Helfman Cole & Bierman, P.L for representation.

**RESOLUTION NO. 2018-CRA-012**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L. TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Weiss, Serota, Cole & Bierman, P.L. (the "Firm") provides specialized professional legal services as Special Counsel to government agencies; and

**WHEREAS,** the Community Redevelopment Agency of the City of Dania Beach deems it in its best interest to retain the Firm as Special Counsel to the CRA; and

**WHEREAS,** the Firm proposes to provide these services at the rates set forth in the attached engagement letter;

**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 reference.

**Section 2.** That the CRA authorizes an agreement to be executed with the Firm by the proper CRA officials, a copy of which Agreement is attached as Exhibit "A", and made a part of and incorporated into this Resolution by this reference for such services; provided, however that no agreement will be effective unless and until it has been executed by all parties.

**Section 3.** That the CRA is authorized to encumber up to Ten Thousand Dollars ($10,000.00) to pay for these services, as needed, in Fiscal Year 2018-2019.

**Section 4.** That the CRA Executive Director and CRA Attorney are authorized to make minor revisions to the engagement letter as are deemed necessary and proper for the best interests of the CRA.

**Section 5.** That funding for legal services is planned and is in the Community Redevelopment Agency budget for Fiscal Year 2018-2019 in the Professional Services Legal Account 106-52-01-552-31-20.

**Section 6.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 7.** That this Resolution shall be in force and take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** on September 11, 2018.

ATTEST:

| | |
|---|---|
| THOMAS SCHNEIDER, CMC<br>CRA CLERK | TAMARA JAMES<br>BOARD CHAIRPERSON |

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L

ATTORNEYS AT LAW

200 E. BROWARD BOULEVARD, SUITE 1900
FORT LAUDERDALE, FLORIDA 33301

WWW.WSH-LAW.COM

JAMIE A. COLE
MEMBER
MANAGING DIRECTOR
JCOLE@WSH-LAW.COM

August 27, 2018

**VIA E-Mail**

Ms. Rickelle Williams
Executive Director
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

**Re: Legal Services**

Dear Ms. Williams:

We are pleased that you wish to continue to engage our Firm to perform legal services for the Dania Beach Community Redevelopment Agency ("Agency") for fiscal year October 1, 2018 through September 30, 2019. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. You have engaged us to serve as Special Counsel to the Agency.

2. Fees for Services You will be charged and agree to pay for our services at the blended rate of $200.00 per hour of attorney time. Paralegal time will be billed at the rate of $100.00 per hour. It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity.

3. Costs. In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, long distance telephone charges, photocopies (xerox), special postage (express mail, certified mail and the like), computer research

charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of your case, investigation costs, word processing fees, computer charges and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from you prior to undertaking the expenditures of funds on your behalf.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you understand that you will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. You further understand that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to you until we have been paid all costs, fees and interest due us under this agreement. You also agree to the imposition of a charging lien for any monies due us on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12% per annum will be added to any invoice which remains unpaid for more than 30 days after it is rendered.

5. Withdrawal from Representation. We reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

As you know, the Firm represents the City of Dania Beach on various matters. You recognize and acknowledge that by signing this letter, you will be deemed to have waived any potential conflict of interest in our representation of the City of Dania Beach.

7. Fees for Other Services. In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

8. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us, together with payment of the retainer and/or cost deposit set forth above, if any.

We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

By: _____
Jamie A. Cole

AGREED AND ACCEPTED on _____, 2018.

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Ms. Rickelle Williams
Executive Director

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

| **Requested Action (Identify appropriate Action or Motion)** |
|---|
| ADOPT RESOLUTION AUTHORIZING THE PROPER CRA OFFICIALS TO RENEW PERSONAL SERVICES AGREEMENTS FOR A ONE YEAR PERIOD WITHOUT COMPETITIVE BIDDING FOR A FARMERS MARKET MANAGER AND FARMERS MARKET PROMOTIONS COORDINATOR IN RELATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") AGRICULTURAL MARKETING SERVICES ("AMS") GRANT AWARD FOR THE FARMERS MARKET PROMOTION PROGRAM ("FMPP"); IN AN AMOUNT NOT TO EXCEED FORTY TWO THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS ($42,167.00) AND TEN THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS ($10,335.00) RESPECTIVELY |

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

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

| **Exhibits Attached** |
|---|
| Memo USDA Grant - Personal Services Agreement Renewals, R-2018-CRA- USDA Grant - Personal Services Agreement |

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: September 11, 2018

**Re: USDA Grant – Personal Services Agreement Renewals for Market Manager & Market Promotions Coordinator**

---

**Background**

On November 14, 2017, the CRA Board adopted Resolution 2017-CRA-008 to accept a grant award in the amount of $248,871.90 from the United States Department of Agriculture (USDA) Agricultural Marketing Services (AMS) for the Farmers Market Promotion Program (FMPP) at the PATCH.

The USDA has approved a budget for the grant award which includes personnel costs totaling $157,503.00 for the life of the grant which ends October 2020. The grant application outlined a Farmers Market Manager and Farmers Market Promotions Coordinator as necessary to accomplishing project activities related to the FMPP. The CRA identified individuals on a non-competitive basis to provide these services as independent contractors and entered into personal services agreements during Fiscal Year 2017-2018. Each agreement allowed for annual renewals for up to a maximum of two (2) additional one year periods but not beyond October 2020, the end of the grant period.

**Recommendation**

The CRA recommends renewal of personal services contracts for the Farmers Market Manager and Farmers Market Promotions Coordinator as part of the USDA grant award for the Farmers Market Promotion Program.

**Attachments**

Personal Services Contract and Scope of Work – Farmers Market Manager
Personal Services Contract and Scope of Work – Farmers Market Promotions Coordinator

**RESOLUTION NO. 2018-CRA-013**

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 RENEW PERSONAL SERVICES AGREEMENTS FOR A ONE YEAR PERIOD WITHOUT COMPETITIVE BIDDING FOR A FARMERS MARKET MANAGER AND FARMERS MARKET PROMOTIONS COORDINATOR IN RELATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") AGRICULTURAL MARKETING SERVICES ("AMS") GRANT AWARD FOR THE FARMERS MARKET PROMOTION PROGRAM ("FMPP"); IN AN AMOUNT NOT TO EXCEED FORTY TWO THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS ($42,167.00) AND TEN THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS ($10,335.00) RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** On November 14, 2017, CRA officials adopted Resolution 2017-CRA-008 to accept a grant award in the amount of Two Hundred Forty Eight Thousand Eight Hundred Seventy One Dollars and Ninety Cents ($248,871.90) from the United States Department of Agriculture (USDA) Agricultural Marketing Services (AMS) for the Farmers Market Promotion Program (FMPP) at the PATCH; and

**WHEREAS,** The USDA has approved a budget for the grant award which includes personnel costs totaling One Hundred Fifty Seven Thousand Five Hundred Three Dollars ($157,503.00) for the life of the grant which ends October 2020; and

**WHEREAS,** The grant application outlined a Farmers Market Manager and Farmers Market Promotions Coordinator as necessary to accomplishing project activities related to the FMPP; and

**WHEREAS,** The personnel allocation for the Farmers Market Manager is budgeted at Three Thousand Five Hundred Thirteen Dollars and Eighty Eight Cents ($3,513.88) per month and the personnel allocation for the Farmers Market Promotions Coordinator is budgeted at Eight Hundred Sixty One Dollars and Twenty Cents ($861.20) per month for the life of the grant; and

**WHEREAS,** At the February 13, 2018 CRA Board meeting, the Board adopted Resolution No. 2018-CRA-005 approving personal services contracts for the Farmers Market Manager and Market Promotions Coordinator as part of the USDA grant award for the Farmers Market Promotion Program; and

**WHEREAS,** each agreement allowed for annual renewals for up to a maximum of two (2) additional one year periods but not beyond October 2020, the end of the grant period; and

**WHEREAS,** The Farmers Market Manager and Market Promotions Coordinator have been performing in a satisfactory manner and the CRA wishes to continue to engage them for services related to the grant award; and

**WHEREAS,** the CRA Executive Director recommends that the CRA Board renew agreements with Jaime Castoro (Farmers Market Manager) and Nattaliah Earle (Farmers Market Promotions Coordinator) for a one (1) year period beginning October 1, 2018 up to and through September 30, 2019, for the provision of services in connection with the USDA grant award for the Farmers Market Promotion Program; a copy of the Personal Services Agreements and Scope of Services for the Farmers Market Manager and Farmers Market Promotions Coordinator are attached as Exhibits "A" and "B" respectively, and made a part of and incorporated into this Resolution by this reference;

**WHEREAS,** the agreements may be renewed annually for up to a maximum of one (1) additional one-year period but not beyond October 2020, the end of the grant period, subject to CRA Board approval.

**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 be reference.

**Section 2**. That the CRA authorizes personal services agreements to be executed with Jaime Castoro and Nattaliah Earle by the proper CRA officials; a copy of the agreements and applicable Scope of Services are made a part of and incorporated into this Resolution by this reference and are attached as composite Exhibit "A" and "B", provided, however, that no agreement will be effective unless and until it has been executed by all parties.

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

**Section 4.** That the funding for services is planned and appropriated in the Fiscal Year 2018-2019 Community Garden PATCH USDA Grant Division 112-52-10-552-31-10.

**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 September 11, 2018.

ATTEST:

| | |
|---|---|
| _____ | _____ |
| THOMAS SCHNEIDER, CMC | TAMARA JAMES |
| CRA CLERK | BOARD CHAIRPERSON |

APPROVED AS TO FORM AND CORRECTNESS:

_____
THOMAS J. ANSBRO
CRA ATTORNEY

**SUBCONTRACT AGREEMENT**

**Between**

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA)**

**and**

**PATCH Farmers Market Promotion Program**

**Farmers Market Manager:**

Jaime Castoro
1736 NE 7th Street
Fort Lauderdale, FL 33304

**ARTICLE I. STATEMENT OF WORK/SERVICES TO BE RENDERED**
SUBCONTRACTOR covenants and agrees to provide the services as an independent contractor required to ensure the successful completion of the PATCH Farmers Market Management and all items listed in the Scope of Work as outlined in the United States Department of Agricultural Marketing Services (USDA/AMS) Farmers Market Promotion Program (FMPP) as requested by CRA.

**ARTICLE II. PERIOD OF PERFORMANCE**
The period of performance will be from October 1, 2018 to September 30, 2019.

**ARTICLE III. PAYMENT FOR SERVICES**

The CRA agrees to pay the Subcontractor an amount not to exceed three thousand, five hundred and thirteen dollars and eighty eight cents ($3,513.88) per month for the period of performance and may be extended through the grant period ending October 1, 2020. Subcontractor will invoice the CRA twice per month for Market Management services provided.

**ARTICLE IV. INVOICING**
The signed invoice with, "Activity Tracking/Hours Form" and any receipts for required items purchased for demonstrations/meetings/travel shall be provided twice per month to Rickelle Williams, Executive Director, Dania Beach Community Redevelopment Agency, 100 West Dania Beach Boulevard, Dania Beach FL 33004. Payment shall be made by CRA in accordance with the submission and approval for payment of Invoice.

**ARTICLE V. REPORTS AND DELIVERABLES**
SUBCONTRACTOR shall provide monthly reports as a one page "Snapshot" along with "Activity Tracking/Hours Form" demonstrating completion of activities included in Attachment A: Scope of Work.

**ARTICLE VI. RELATIONSHIP OF PARTIES**

A. The parties agree that SUBCONTRACTOR is an independent service provider. The conduct and control of the services rendered by SUBCONTRACTOR will lie solely with SUBCONTRACTOR. SUBCONTRACTOR is not, under this Subcontract, an employee of CRA for any purpose, and SUBCONTRACTOR shall not be entitled to any of the benefits that CRA provides to its employees. SUBCONTRACTOR shall be liable and responsible to pay all local, state, and federal employment taxes, including, without limitation, withholding, social security, worker's compensation, and employment security as required by law.

B. Nothing in this Subcontract is intended, nor shall be construed, to create a joint venture, partnership, or agency relationship.

**ARTICLE VII. INDEMNIFICATION**

If any person, firm, or corporation should sustain any damage, loss, death, or injury caused by the negligent or wrongful act or omission of any agent or employee of the SUBCONTRACTOR, or by SUBCONTRACTOR, while acting within the scope of employment, SUBCONTRACTOR agrees to indemnify and hold CRA, its officers and employees, harmless for any claims, suits, actions, judgments, liabilities, reasonable attorney fees, court costs and any other expenses whatsoever asserted against or incurred by any such party resulting from the negligence or wrongful act or omission of SUBCONTRACTOR and its agents or employees in the performance of this Subcontract. The provisions of this Article shall survive the expiration or earlier termination of this Subcontract. To the extent considered necessary by CRA and their attorney any sums due SUBCONTRACTOR under this Agreement may be retained by CRA until all of CRA's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CRA.

**ARTICLE VII. TERMINATION OF SUBCONTRACT**

SUBCONTRACTOR and CRA shall at any time have the right to terminate this Subcontract by giving the other party thirty (30) days written notice of its intent to terminate. In the event this Subcontract is terminated, SUBCONTRACTOR shall be reimbursed for any expenses incurred and non-cancelable obligations encumbered prior to the termination date, and all reports and deliverables due shall be delivered to CRA prior to payment.

**ARTICLE IX. DISPUTE RESOLUTION**

All claims, counterclaims, disputes and other matters in question between City and Contractor 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.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. 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.

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

If CRA or SUBCONTRACTOR 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.

**ARTICLE X. SEVERABILITY**

If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year shown below.

| Subcontractor | | DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY | |
|---|---|---|---|
| Signed by: | _____ | Signed by: | _____ |
| Name: | _____ | Name: | RICKELLE WILLIAMS |
| Title: | _____ | Title: | Executive Director |
| Date: | _____ | Date: | _____ |

Approved as to Form and Correctness

_____
Thomas J. Ansbro, CRA Attorney

**ATTACHMENT A**
**SCOPE OF WORK**

The "PATCH Farmers Market Promotion Program will include the following:

1. Conduct market location analysis for expanded hours, locations, and rotating pop-up/mobile market options of the existing PATCH farmers market;

2. Provide farmers market and promotions managers with additional training on best practices for market vibrancy;

3. Expand and develop new farmers markets;

4. Recruit beginning direct-to-consumer growers, develop new and strengthen existing ties between farmers and consumers;

5. Explore direct-to-institution local food sourcing;

6. Connect to and leverage resources with regional and state farmers markets and growing experts;

7. Utilize existing infrastructure and urban farms to promote agritourism;

8. Improve access to and consumption of locally grown produce, especially by those living in "food deserts", while creating sustainable, profitable markets for Broward County's urban farmers and regional growers.

9. Work with current Dania Beach employees to re-establish Policy and Procedure for day-to-day Farm Operations

10. Work with current Dania Beach employees to re-establish Policy and Procedure for Market Operations

11. Verify all employee and apprentice work hours and effectiveness

12. Data collection and Partner management to maximize the reach and potential use of Grant funding

13. Expand the Dania Beach Market Garden through connections with other area growers

14. Increase attendance through pointed marketing planning

15. Expanding the "pop-up" market concept to under-served communities in Dania Beach and Broward County

16. Expand CSA (Buyer's club) opportunities

**SUBCONTRACT AGREEMENT**

**Between**

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA)**

**and**

**PATCH Farmers Market Promotion Program**

**Farmers Market Promotions Coordinator:**

Nattaliah Earle
330 NW 19th Terrace
Miami, FL 33136

**ARTICLE I. STATEMENT OF WORK/SERVICES TO BE RENDERED**
SUBCONTRACTOR covenants and agrees to provide the services as an independent contractor required to ensure the successful completion of the PATCH Farmers Market Promotion Services and all items listed in the Scope of Work as outlined in the United States Department of Agricultural Marketing Services (USDA/AMS) Farmers Market Promotion Program (FMPP) as requested by CRA.

**ARTICLE II. PERIOD OF PERFORMANCE**
The period of performance with will be from October 1, 2018 to September 30, 2019.

**ARTICLE III. PAYMENT FOR SERVICES**

The CRA agrees to pay the Subcontractor an amount not to exceed eight hundred and sixty one dollars and twenty cents ($861.20) per month for the period of performance and may be extended through the grant period ending October 1, 2020. Subcontractor will invoice the CRA twice per month for Farmers Market Promotion services provided.

**ARTICLE IV. INVOICING**
The signed invoice with, "Activity Tracking/Hours Form" and any receipts for required items purchased for demonstrations/meetings/travel shall be provided twice per month to Rickelle Williams, Executive Director, Dania Beach Community Redevelopment Agency., 100 West Dania Beach Boulevard, Dania Beach FL 33004. Payment shall be made by CRA in accordance with the submission and approval for payment of Invoice.

**ARTICLE V. REPORTS AND DELIVERABLES**
SUBCONTRACTOR shall provide monthly reports as a one page "Snapshot" along with "Activity Tracking/Hours Form" demonstrating completion of activities included in Attachment A: Scope of Work.

**ARTICLE VI. RELATIONSHIP OF PARTIES**

A. The parties agree that SUBCONTRACTOR is an independent service provider. The conduct and control of the services rendered by SUBCONTRACTOR will lie solely with SUBCONTRACTOR. SUBCONTRACTOR is not, under this Subcontract, an employee of CRA for any purpose, and SUBCONTRACTOR shall not be entitled to any of the benefits that CRA provides to its employees. SUBCONTRACTOR shall be liable and responsible to pay all local, state, and federal employment taxes, including, without limitation, withholding, social security, worker's compensation, and employment security as required by law.

B. Nothing in this Subcontract is intended, nor shall be construed, to create a joint venture, partnership, or agency relationship.

**ARTICLE VII. INDEMNIFICATION**

If any person, firm, or corporation should sustain any damage, loss, death, or injury caused by the negligent or wrongful act or omission of any agent or employee of the SUBCONTRACTOR, or by SUBCONTRACTOR, while acting within the scope of employment, SUBCONTRACTOR agrees to indemnify and hold CRA, its officers and employees, harmless for any claims, suits, actions, judgments, liabilities, reasonable attorney fees, court costs and any other expenses whatsoever asserted against or incurred by any such party resulting from the negligence or wrongful act or omission of SUBCONTRACTOR and its agents or employees in the performance of this Subcontract. The provisions of this Article shall survive the expiration or earlier termination of this Subcontract. To the extent considered necessary by CRA and their attorney any sums due SUBCONTRACTOR under this Agreement may be retained by CRA until all of CRA's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CRA.

**ARTICLE VII. TERMINATION OF SUBCONTRACT**

SUBCONTRACTOR and CRA shall at any time have the right to terminate this Subcontract by giving the other party thirty (30) days written notice of its intent to terminate. In the event this Subcontract is terminated, SUBCONTRACTOR shall be reimbursed for any expenses incurred and non-cancelable obligations encumbered prior to the termination date, and all reports and deliverables due shall be delivered to CRA prior to payment.

**ARTICLE IX. DISPUTE RESOLUTION**

All claims, counterclaims, disputes and other matters in question between City and Contractor 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.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. 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.

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

If CRA or SUBCONTRACTOR 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.

**ARTICLE X. SEVERABILITY**

If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year shown below.

| Subcontractor | | DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY | |
|---|---|---|---|
| Signed by: | _____ | Signed by: | _____ |
| Name: | _____ | Name: | RICKELLE WILLIAMS |
| Title: | _____ | Title: | Executive Director |
| Date: | _____ | Date: | _____ |

Approved as to Form and Correctness

_____
Thomas J. Ansbro, CRA Attorney

## ATTACHMENT A

## SCOPE OF WORK

The "PATCH Farmers Market Promotion Program will include the following:

1. Conduct market location analysis for expanded hours, locations, and rotating pop-up/mobile market options of the existing PATCH farmers market;

2. Provide farmers market and promotions managers with additional training on best practices for market vibrancy;

3. Expand and develop new farmers markets;

4. Recruit beginning direct-to-consumer growers, develop new and strengthen existing ties between farmers and consumers;

5. Explore direct-to-institution local food sourcing;

6. Connect to and leverage resources with regional and state farmers markets and growing experts;

7. Utilize existing infrastructure and urban farms to promote agritourism;

8. Improve access to and consumption of locally grown produce, especially by those living in "food deserts", while creating sustainable, profitable markets for Broward County's urban farmers and regional growers.

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

| **Requested Action (Identify appropriate Action or Motion)** |
|---|
| ADOPT RESOLUTION AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH SAUL EWING ARNSTEIN & LEHR LLP TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA |

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

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

| **Exhibits Attached** |
|---|
| CRA Memo Saul Ewing Arnstein Lehr Special Counsel 2018-2019, R-2018-CRA- Saul Ewing Arnstein and Lehr Special Counsel to CRA, Exhibit A-Engagement Letter |

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: September 11, 2018

**Re: Request to engage Saul Ewing Arnstein & Lehr LLP for Representation**

---

**Background:**

The Dania Beach Community Redevelopment Agency ("CRA") utilizes the services of Special Legal Counsel to provide advice related to the responsibilities and powers of the CRA under Chapter 163, Florida Statutes. The CRA seeks to engage Saul Ewing Arnstein & Lehr LLP to represent the CRA for this purpose.

**Recommendation:**

Approval to engage Saul Ewing Arnstein & Lehr LLP for representation.

**RESOLUTION NO. 2018-CRA-014**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH SAUL EWING ARNSTEIN & LEHR LLP TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Saul Ewing Arnstein & Lehr LLP (the "Firm") provides specialized professional legal services as Special Counsel to government agencies; and

**WHEREAS,** the Community Redevelopment Agency of the City of Dania Beach deems it in its best interest to retain the Firm as Special Counsel to the CRA; and

**WHEREAS,** the Firm proposes to provide these services at the rates set forth in the attached engagement letter;

**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 reference.

**Section 2.** That the CRA authorizes the engagement letter to be executed with the Firm by the proper CRA officials, a copy of which letter is attached as Exhibit "A", and made a part of and incorporated into this Resolution by this reference for such services; provided, however it will become effective when it has been executed by all parties.

**Section 3.** That the CRA is authorized to encumber up to Fifteen Thousand Dollars ($15,000.00) to pay for these services, as needed, in Fiscal Year 2018-2019.

**Section 4.** That the CRA Executive Director and CRA Attorney are authorized to make minor revisions to the engagement letter as are deemed necessary and proper for the best interests of the CRA.

**Section 5.** That funding for legal services is planned and is in the Community Redevelopment Agency budget for Fiscal Year 2018-2019 in the Professional Services Legal Account 106-52-01-552-31-20.

**Section 6.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 7.** That this Resolution shall be in force and take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** on September 11, 2018.

ATTEST:

| | |
|---|---|
| THOMAS SCHNEIDER, CMC<br>CRA CLERK | TAMARA JAMES<br>BOARD CHAIRPERSON |

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

SAUL EWING
ARNSTEIN
& LEHR LLP

James C. Brady
Phone: 954.713.7618
james.brady@saul.com
www.saul.com

February 5, 2018

VIA E-MAIL and VIA REGULAR MAIL

Rickelle Williams, Executive Director
Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL 33004-3843
rwillliams@daniabeachfl.gov

Re: Representation of Dania Beach Community Redevelopment Agency

Dear Ms. Williams:

**SAUL EWING ARNSTEIN & LEHR ENGAGEMENT LETTER**

Thank you for giving Saul Ewing Arnstein & Lehr LLP (the "Firm" or "SEA&L") the opportunity to represent Dania Beach Community Redevelopment Agency (the "Client" or "you"). The Rules of Professional Conduct, which govern the activities of lawyers, and the Firm's internal guidelines, recommend that we establish the terms of the engagement at the outset of our work. The purpose of this letter is to comply with those recommendations and to set forth the terms under which we will provide legal services to the Client.

**Scope Of Services:** The Firm will provide the following services to the Client (the "Engagement"):

> General advice regarding client's responsibilities and powers under Chapter 163, Florida Statutes.

Our sole client in this Engagement is the entity identified as the Client in the first paragraph of this letter. Our agreement to represent the Client is not an agreement to represent any affiliates or related individuals or any officers, directors, partners, members, shareholders, employees, independent contractors or agents of the Client, unless we have specifically agreed to do so elsewhere in this letter or by separate written agreement.

**Standard Terms Of Engagement:** Enclosed for your review is a copy of our Standard Terms Of Engagement, which describes in greater detail the basis upon which we provide services to our clients. This letter and the Standard Terms Of Engagement together comprise the terms of the Engagement. To the extent that the terms of this letter and those of the Standard Terms Of Engagement are inconsistent, the terms of this letter will control. I ask that you review both carefully and contact me if you have any questions about them or our relationship.

**Applicability To Future Engagements:** The terms and conditions of our representation contained in this letter and in the accompanying copy of our Standard Terms Of Engagement shall also apply to any future engagement, unless we send a separate engagement letter for such future engagement which may include different terms and updated Standard Terms Of Engagement. With respect to any such future engagement, the Firm will conduct a conflicts check, if appropriate.

**Fees & Costs:** Our fees will be determined by multiplying the time expended by our attorneys and legal assistants by applicable hourly rate of $200.00. Although staffing may change depending on what happens, the lawyers we anticipate working on the Engagement are James C. Brady and Keith L. Williams. In addition to legal fees, Client will also be responsible for any costs incurred or disbursements made in connection with the Engagement. Please see the accompanying Standard Terms Of Engagement for more detail.

**Bills:** Invoices for services will be sent to the attention of Rickele Williams in the form of a monthly invoice. Payment is expected net 30 days. This will confirm that Client consents to our deferring or ceasing work on Client's behalf and to our withdrawal as counsel on this or any other matter in which we represent Client if payment is not received within 60 days of the invoice date or if Client's conduct causes us to conclude that we should withdraw as counsel under any circumstance permitted or required by the Rules of Professional Conduct.

**Conflicts of Interest:** We have commenced a check for possible conflicts of interest and have not discovered any matters which we believe would raise a conflict of interest. If you are aware of any facts which may give rise to a conflict of interest, please contact us immediately.

**Advance Waiver:** As you know, the Firm represents many companies and individuals. It is possible that during the course of the Engagement another client may have a dispute with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include a real estate transaction or land use matter, a bankruptcy matter, a financing matter or business counseling or corporate matter, a patent or other intellectual property matter, a labor and employment matter or even an unrelated litigation matter, including litigation relating to an unrelated patent. This will confirm that the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client. We agree, however, that the Client's prospective consent to conflicting representations contained in this

paragraph will not apply in any instance where, as a result of our representation of the Client, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used in any such matter by such client to the Client's material disadvantage.

Very truly yours,

James C. Brady

JCB:jla
CC: Kathleen Weekes – kweekes@daniabeachfl.gov

Read and accepted this _____ day of February, 2018.

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**

By: Rickelle Williams

Print Name: Rickelle Williams, Executive Director

# STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

SAUL EWING
ARNSTEIN
& LEHR LLP

This statement contains the standard terms applicable to the engagement of Saul Ewing Arnstein & Lehr LLP as your lawyers. Unless expressly modified by the letter accompanying this statement, or in some other writing entered into by mutual agreement, these terms constitute our agreement with you. The terms "Client", "Engagement" and "Payor" should be interpreted as they may be defined in the letter accompanying this statement or, if not addressed therein, by their commonly accepted meanings. Please review this statement carefully and contact us promptly if you have any questions.

### The Scope of Our Work

We will consult with you about your objectives and, when appropriate, the means of achieving them in accordance with applicable law and the ethical rules governing lawyers. We shall endeavor to keep you advised of the status of your matters to the extent necessary to enable you to make informed decisions. We will provide competent representation of your interests. Expressions on our part concerning the probable outcome of our representation will reflect our best professional judgment, but are not guarantees, as they are limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

### Confidentiality

We obtain personal information from our meetings and conversations with you or from documents or other information that you provide to us as a result of those meetings and conversations. We may also obtain personal information from others who were asked to give it to us (for example, another attorney or an accountant whom you requested cooperate with us). In certain circumstances, we may also obtain information from public records or other persons. Saul Ewing Arnstein & Lehr's policy is to follow the Rules of Professional Conduct that apply to lawyers and law firms such as ours. Those Rules prevent us and those working for us from revealing information relating to our representation of you unless you consent after consultation, except for disclosures that are implicit in the representation or otherwise required by law (for example, a court order or subpoena requiring such disclosure), or as necessary to enforce or defend the rights of Saul Ewing Arnstein & Lehr relating to legal services we provide to a client.

### Who Will Provide the Legal Services

Subject to the supervision of the principal attorney handling your matters, with whom you are familiar, your work, or parts of it, may be performed by other lawyers or legal assistants in the firm. Such use of others may be for the purpose of involving lawyers or legal assistants with particular knowledge in a given area or for the purpose of otherwise providing service in the most efficient manner and on a timely basis.

### Client Responsibilities

You agree to pay our statements for services and expenses as provided in the letter accompanying this statement and set forth below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by, or merge with another company, you agree to provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of our firm to represent the new entity.

### How Fees Will Be Set

We will keep accurate records of the time we devote to your work, including, without limitation, conferences with you, witnesses, consultants, court personnel and others, conferences among our legal personnel, factual investigation, legal research and analysis, responding to any request to provide information to your auditors or to other third parties, drafting of letters, pleadings, briefs, contracts, and other documents, travel time, waiting time in court and time in depositions and other discovery proceedings, negotiations and related matters. We record our time in units of tenths of an hour. Upon request, we will furnish the current hourly rates of the lawyers and legal assistants we expect will be working on your matters and an estimate of the amount of fees and costs likely to be incurred in connection with a particular matter. This is not, however, a maximum or fixed fee quotation unless specifically stated to be such. We will endeavor to keep you apprised periodically of the level of fees incurred, if you request. While it is not our usual policy to accept representations on a fixed fee basis, we may do so with respect to certain specifically defined services. In those circumstances, the fixed fee arrangements will be expressed in writing setting forth the amount of the fee and the scope of the services to be provided. We also undertake representations on a contingent fee basis, if appropriate. Any contingent fee arrangement will be expressed in writing stating the method by which the fee is to be determined, including, in litigation matters, the percentage or percentages that will accrue to us in the event of settlement, trial or appeal, and whether litigation or other expenses are to be deducted before or after the fee is calculated. Upon conclusion of a contingent fee matter, we will provide you with a written statement showing the remittance, if any, to you and the method of its determination.

### Expenses

Generally, we may pay on your behalf a variety of expenses arising in connection with legal services, provided such expenses, individually and in the aggregate, are in a reasonable amount. These expenses will be billed to you, normally on a monthly basis. However, significant expenses will be referred directly to you for payment unless special arrangements are made. Some examples of expenses that may arise in connection with legal services are filing fees, deposition and transcript costs, witness fees, charges by outside experts and consultants, as well as other legal counsel, travel expenses, and express mail and courier services. All such costs, whether or not paid by us, are incurred by us as your agent, and you agree that these costs will be paid promptly on a regular basis. You also agree to pay promptly, on a regular basis, all expenses incurred by us internally, such as automated document production expenses, computerized legal research charges, staff overtime costs and reproduction costs. Certain of our items may be charged at our direct cost plus a reasonable allocation of overhead expenses directly associated with the items. For example, the volume of litigation discovery materials to be processed and reviewed has increased substantially in recent years, as have e-discovery costs. Saul Ewing Arnstein & Lehr has therefore contracted with an experienced e-discovery vendor to pay a flat fee per month for processing, hosting and storing electronic documents for cases falling within certain parameters (such as the amount of data, number of custodians, etc.). This arrangement permits us to offer Clients e-discovery services at below market prices. However, the flat-fee arrangement makes a dollar-for-dollar pass-through impossible to calculate. Thus, unless Client chooses to use another vendor, Saul Ewing Arnstein & Lehr will charge an amount based on usage, including a reasonable allocation for overhead. This will permit Client

to achieve a savings over typical e-discovery costs. If in connection with our engagement we are required to form a business entity or obtain certifications or copies of documents from state offices, we may obtain those services from ATA Corporate Services, LLC. ATA is wholly owned by Saul Ewing Arnstein & Lehr. ATA provides the same services available from competing commercial service providers at a competitive cost (generally lesser) to our clients. It is your choice as to which service provider we use. In the absence of any direction from you, we will most likely use ATA.

## Billing

Detailed billing information will be provided upon request. We reserve the right to charge 1% per month interest on any bill outstanding more than 30 days. If a delinquency continues and you do not arrange payment terms satisfactory to us, we may pursue collection of your account. You agree to pay the costs of collecting any such delinquency, including court costs and reasonable attorneys' fees.

## Estimates Of Fees And Costs

Although we may be able to give you an estimate of our fees for the Engagement, we are not able to predict them with precision. This is because the work necessary to complete the Engagement is subject to a variety of factors not fully under our control. In transactional matters, such factors may include the following: problems relating to satisfaction of closing requirements, such as title or survey issues; the extent of negotiations and of changes in the transaction documents; and the diligence of opposing counsel in completing those tasks for which it is responsible. In litigation matters, such factors may include the following: the extent and nature of discovery sought by the other parties involved; the number of, and extent of preparation required for, witnesses; the timing of any settlement discussions; the need to file motions on the Clients' behalf or to respond to those filed by another party; and, the discovery and trial schedule established by the court. Also, it is our experience that near or at the date scheduled for trial, cases are often postponed for significant periods of time due to conflicts in scheduling encountered by the court, thus necessitating additional costs to re-prepare for trial at a later date. Should we prevail at trial, an appeal may ensue, entailing additional fees and expenses, postponing the final resolution of the matter and perhaps even requiring a retrial of the matter. In addition, if the case is protracted or if the issues change, the legal personnel representing you may change, possibly resulting in additional time as new personnel acquaint themselves with the relevant facts and law. Thus, depending upon the circumstances of the Engagement, the assumptions underlying our estimate of fees may change over time.

## Aspects Of Third Party Payor Engagements

Examples of a Third Party Payor engagement include those undertaken pursuant to a policy of insurance or because another company or person has agreed to pay the legal fees and costs on your behalf. In such a situation, the firm shall represent Client solely with regard to covered claims (that is, claims for which the insurer or other payor has agreed to advance fees and costs) and subject to any reservations of rights letter from the Payor. In the event that a dispute arises between the Client and the Payor regarding the Payor's obligations to the Client or any other matter, Saul Ewing Arnstein & Lehr LLP will not be able to represent the Client in that dispute, nor will we be able to represent the Payor in any such dispute with Client. If we become aware of a possible dispute regarding the Payor's obligations to Client, we will notify Client of that fact so that Client may seek separate counsel as to that matter. Client should understand we may be required to make regular reports to the Payor concerning the Engagement. Such reports may include information regularly developed in the course of the Engagement, unless for some reason you specifically instruct us not to forward some confidential information to the Payor. Such an instruction may, depending on the terms of the agreement between Client and Payor, affect the Payor's obligation to indemnify Client and/or to pay Client's legal fees and costs. We will consult and confer with you concerning all material developments in the engagement including, in litigation matters, any settlement opportunities. You should be aware that the Payor may have the contractual right to settle a litigation or other form of disputed matter. Should the Payor decide to avail itself of such a contractual right, we would inform you of that fact before taking any final action.

## Aspects Of Multiple Client Engagements

In situations where we are asked to represent a number of Clients as a group, we recommend that each Client consult separate counsel to represent that Client's individual interests with respect to that Client's individual current or potential issues. We particularly urge you to consult separate counsel concerning any matter in which you perceive that your interests may conflict with the interests of the other Clients. We also expect and encourage you to consult with such individual counsel at any time and on any matter on which you wish to receive specific and individually tailored advice. We will provide information regarding the Engagement to such individual counsel, as part of our services to the group of Clients. We also expect that any such counsel will assist in identifying conflicts that may arise in the course of our work and inform us appropriately, and we will advise such member of the group of Clients with respect to such conflicts. Our work in this Engagement is to represent all of the members of the group of Clients as a group collectively. Consequently, we will not promote or advocate the interests of any one or more of you individually. As mentioned in the accompanying letter, there may be issues related to the Engagement that would affect one or more of you differently due to your unique circumstances (of which Saul Ewing Arnstein & Lehr may or may not be aware); and, where conflicts or disparate interests arise, it may be necessary or appropriate for any of the Clients to engage separate counsel on an individual basis. While we will try to explain the significance and effect of the material issues to all Clients, we may not know facts specific to any one of you and therefore may not realize that such explanations might be warranted in particular circumstances. We will, however, endeavor to keep all Clients informed on a regular basis about our work for the entire group of Clients.

## Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our representation of you will terminate upon our completion of currently outstanding assignment(s). At your request, your papers and property will be returned to you upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

## Termination

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, your papers and property will be returned to you promptly after our receipt of payment for all fees and expenses. Our own files pertaining to the matter will be retained by us. Your termination will not affect your responsibility for payment of legal services rendered and expenses paid or incurred on your behalf before we receive your notice of termination and in connection with an orderly transition of the matter. The ethical rules governing lawyers list several types of conduct or circumstances that require or allow us to withdraw from representing you, including, for example, non-payment of fees or costs, misrepresentation or failure to disclose material facts, actions contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss any situations which may lead to our withdrawal. In any event, if withdrawal becomes necessary, we will give you reasonable notice of that fact. If we elect to withdraw, you agree to cooperate with us by executing any documents necessary to evidence the termination of our representation, in court or otherwise, and we will be entitled to be paid for all legal services rendered and expenses paid or incurred on your behalf before withdrawal and in connection with the orderly transition of the matter. If any claim or action is brought against us or any personnel of our firm and such claim arises from your negligence or misconduct, you agree to hold us harmless and indemnify us for all damages and expenses incurred.

## Your Right to Arbitrate

If you have questions about the amount of our fee, please discuss them with your principal attorney contact or with the firm's managing partner. In the event of a fee dispute which is not resolved, you have the right to request arbitration under supervision of the state or local bar association for the jurisdictions in which we practice. However, we also have the right to pursue collection of your account in an appropriate court.

***

We suggest that you retain this statement and refer to it if you have questions.

SAUL EWING
ARNSTEIN
& LEHR LLP

REV 081617

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

| **Requested Action (Identify appropriate Action or Motion)** |
|---|
| ADOPT RESOLUTION ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2019; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY ALL EXPENDITURES AND LIABILITIES OF THE CRA FOR SUCH FISCAL YEAR |

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

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

| **Exhibits Attached** |
|---|
| CRA Budget FY18-19 Memo, R-2018-CRA-015 CRA Budget FY19, CRA Budget FY 2018-2019 |

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

To: Chair, Vice Chair and CRA Boardmembers

From: Rickelle Williams, Executive Director

Date: September 11, 2018

Re: **Resolution adopting the Dania Beach CRA Budget for Fiscal Year 2018-2019**

---

In accordance with Florida Statutes Chapter 189.016, the governing body of the Dania Beach Community Redevelopment Agency (CRA), operating as a special district, shall adopt a budget by resolution each fiscal year. The CRA Board met on August 28, 2018 to consider recommendations from the CRA Executive Director on the proposed Fiscal Year 2018-2019 Budget. Tonight, the CRA Board, after considering public input, will take action to approve the final Fiscal Year 2018-2019 Budget.

## Fiscal Year 2019 Budget - CRA Fund

### Revenues

Revenues for the CRA for FY 2019 and include the following:

*City of Dania Beach*

- *In-lieu of Tax Increment*
  Represents funding (in lieu of tax increment) from the City for operations/redevelopment initiatives that benefit the business owners, residents, and customers within the CRA.
- *Pass-Thru for Cost Allocation Plan*
  Represents funding from the City used to cover the CRA's portion of the cost allocation plan. The City of Dania Beach completed a cost allocation plan that is a model for allocating costs from the City's support functions (e.g. Finance Department for processing payroll and vendor payments) to its users (of which the CRA is one). This funding is essentially a pass-thru as all revenues collected from the City are transferred back out to the City to cover the cost allocation plan.
- *Contribution towards Arts/Seafood Festival*
  Represents contributions from the City towards the annual Arts/Seafood Festival.

*Grant Revenues*
Represents forecasted revenue collections the USDA grant program within the PATCH Fund in FY 2019.

*Community Event Revenues*
Represents estimated revenue collections from the Dania Beach Arts & Seafood Festival.

*At Home Dania Beach Program*
Represents forecasted program revenue collections from property sales in FY 2019.

*PATCH Revenues*
Represents estimated revenue collections from PATCH operations.

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

*Investment Earnings*

Represents investment earnings (i.e. interest) generated from the CRA's cash balances.

*Carryforward Fund Balance*

Represents the carryforward of estimated fund balance (i.e. unspent cash balance) within the CRA that is available for investment in redevelopment projects.

**Expenditures**

Expenditures for the CRA for FY 2019 and include the following:

*Operations*

- Personnel (represents funding for four full-time positions and four part-time positions). Specifically, this budget acknowledges the addition of one part-time Administrative Specialist position (approved mid-year FY 2018) as well as requests the reclassification of the existing three part-time PATCH positions to better reflect their actual job duties.
- Miscellaneous operating expenditures, professional redevelopment services, etc.

*City of Dania Beach (cost allocation plan)*

Represents reimbursement to the City for administrative services provided to the CRA (e.g. finance department for payroll, and vendor payment processing).

*City of Dania Beach (BCRCP Loan Repayment Reserve)*

The CRA borrowed $5.3 million under the Broward County Redevelopment Capital Program (RCP) for various redevelopment projects. Provisions under the agreements allow for the conversion of all, or a portion, to grants if the CRA can demonstrate a net increase in the tax base (new construction). As of March 2018, the CRA has received approval of $2.8 million in loan-to-grant conversion. The CRA will apply for loan-to-grant conversion of the remaining $2.5 million and as such, the FY 2019 budget allocates $250,000 for estimated debt service as a precaution. However, staff is confident that the grant conversion will be approved and the debt service allocation will not be utilized.

**Reserves**

The FY 2019 budget includes an allocation to reserve totaling $25,000. Reserves are an integral part of the Plan and are necessary to cover deficiencies in revenue collection/forecasting as well as provide flexibility to invest in redevelopment opportunities as they arise.

**RESOLUTION NO. 2018-CRA-015**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2019; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY ALL EXPENDITURES AND LIABILITIES OF THE CRA FOR SUCH FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** in accordance with Florida Statutes Chapter 189.016, the governing body of the Dania Beach Community Redevelopment Agency (CRA), operating as a special district, shall adopt a budget by resolution each fiscal year; and

**WHEREAS,** the budget for the Fiscal Year commencing on October 1, 2018 and ending on September 30, 2019 has been prepared and was presented to the CRA Board at the CRA Board meeting held on August 28, 2018.

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

**Section 1.** That the budget for the Community Redevelopment Agency as attached, marked "Exhibit A", and incorporated by this reference, is adopted as the final and approved budget for the Fiscal Year beginning October 1, 2018, and ending on September 30, 2019; included in this budget is a reconciliation of changes to capital projects (i.e. defined herein as all Divisions except "01-Administration") funding between Fiscal Years 2018 and 2019.

**Section 2.** For all funds, appropriations for the 2017-2018 fiscal year which are encumbered but unexpended as of the last day of the fiscal year, shall be re-appropriated for the same purpose for the 2018-2019 fiscal year. The CRA Executive Director, with assistance from the CRA Treasurer, shall make the final determination on which encumbrances remain open (e.g. ongoing initiatives and/or capital projects) and which encumbrances are closed (e.g. monthly operations) as of the last day of fiscal year 2017-2018.

**Section 3.** For all capital projects, appropriations for the 2017-2018 fiscal year which are unencumbered and unexpended as of the last day of the fiscal year, shall be re-appropriated for the same purpose or project or reallocated pursuant to Exhibit "A", or if complete, shall be re-appropriated to a reserve account.

**Section 4.** That CRA staffing positions and capital expenditures reflected and approved in the annual budget establish CRA Board consent over these areas and that all additions to these items shall be approved through CRA Board approval of an amendment to the approved budget.

**Section 5.** That this Resolution shall be in force and take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** on September 11, 2018.

ATTEST:

| | |
|---|---|
| THOMAS SCHNEIDER, CMC<br>CRA SECRETARY | TAMARA JAMES.<br>CRA CHAIRPERSON |

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

# Dania Beach Community Redevelopment Agency

## Fiscal Year 2018-2019

## CRA Proposed Budget

# DANIA BEACH
## COMMUNITY REDEVELOPMENT AGENCY

Chair
**Tamara James**

Vice Chair
**Bill Harris**

Board Members
**Chickie Brandimarte**
**Bobbie H. Grace**
**Marco Salvino, Sr.**

Executive Director
**Rickelle Williams**

CRA Treasurer
**Nicki Satterfield**

CRA Manager
**Kathleen Weekes**

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

September 11, 2018

Chairman Tamara James
Vice-Chairman Bill Harris
Board Member Chickie Brandimarte
Board Member Bobbie H. Grace
Board Member Marco A. Salvino Sr.

Dear Chair, Vice-Chair and Board of Directors:

In accordance with Florida Statutes Chapter 189.016, the governing body of the Dania Beach Community Redevelopment Agency (CRA), operating as a special district, shall adopt a budget by resolution each fiscal year. As such, I am pleased to present for your consideration the Executive Director's Annual Budget Proposal for the Fiscal Year commencing October 1, 2018. The recommended budget is a reflection of the priorities and policies set by the CRA Board of Directors within the guidelines of the adopted Redevelopment Plan. The budget proposal herein outlines the resources needed to strategically approach eliminating slum and blight, improving quality of life and increasing the tax base in the redevelopment area.

The combined proposed budget for Funds 106 and 112 for Fiscal Year 2019 totals $2,366,415 including operations, transfers, and re-appropriations. About half of the proposed revenue stems from contributions from the City of Dania Beach General Fund. The City Manager has proposed $1,123,080 in contributions comprised of $880,000 in operating resources, $233,080 for the administrative cost allocation back to the City, and $10,000 for the Arts and Seafood Celebration. Other revenue sources include interest earnings, Arts and Seafood Celebration and At Home Dania Beach program revenue. The remaining revenue sources are re-appropriations of CRA appropriated fund balance including $250,000 in Debt Service transferred in 2018.

The proposed budget shows Fund 112 as fully funded at $194,318 and Fund 106 fully funded at $2,172,097 for a total budget of $2,366,415.00 for FY2018-2019. The budget reflects some Capital Improvement Projects, and programs or expenses that are capital in nature. These include the West Dania Beach Boulevard Railway approach project, At Home Dania Beach beautification grants and single-family affordable housing development and purchase of a new vehicle. The CRA will require additional funding from the City of Dania Beach in order to carry-out these initiatives as well as implement the newly created Dania After Dark monthly event.

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

## Current Year 2017-2018 Accomplishments

During the current 2017-2018 Fiscal Year, the Dania Beach Community Redevelopment Agency (CRA) has had several accomplishments including:

1. Completion of **four (4) Commercial Property Improvement Grant projects**: TNT Fireworks, Historic Dockers, Collins Market (Global Learners Academy) and Rainbow Realty
2. Initiated administration of City-wide **Rebranding Initiative** on behalf of the City of Dania Beach
3. Hosted Annual **Business Luncheon** and **Building Broward** event with Realtors Association of Greater Fort Lauderdale and the Palm Beaches with over combined **160 attendees**
4. **Award for $248,871.00** from the United States Department of Agriculture (USDA) Farmers Market Promotional Program (FMPP) grant for the PATCH for marketing and promotions
5. **Award for $32,000.00** from the Community Foundation of Broward Art of Community grant
6. Recommended for **$1 million** Broward Redevelopment Program grant award for Trion Project
7. Loan-to-Grant conversion in the amount of **$2,842,008** for Broward County Redevelopment Capital Program based on **$77 million** in new redevelopment area projects
8. 6th Annual Arts and Seafood Celebration – **45 percent reduction** in net operating cost
9. Creation of **Dania After Dark** monthly street festival and art walk drawing thousands to the City Center
10. City Center redevelopment planning: **Developer Focus Group** and **Community Charrette** with over **150 attendees** combined
11. Creation of **At Home Dania Beach program** addressing affordable housing, creating residential beautification grant program

## Ongoing and Proposed Projects FY 2018-2019

The CRA anticipates the continuation of existing and start of new projects and programs in the new fiscal year. These include:

1. Remaining **Loan-to-Grant conversion** in the amount of **$2,590,909**
2. **City Center** Master Plan and Request for Proposals
3. **Commercial Property Improvement Grants**: Barbie Jo's, Bake Shack and others
4. **TAP Grant** from FDOT for CRA Multimodal Enhancements – currently being implemented by the Public Services Department
5. **Rebranding** external signage replacement, public relations and marketing
6. **Dania After Dark** – monthly event spanning the entire year
7. 7th Annual **Arts and Seafood Celebration**

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

8. West Dania Beach Blvd. **Railway Approach capital project**
9. At Home Dania Beach: Development of Six (6) **Single-Family Homes**, Thirty-Two (32) **Beautification Grants,** and **Homebuyer Education**
10. **Job Skills/Workforce training**
11. **Business attraction** and **retention** outreach and Guide to Doing Business

**Notable Budget Items**

There are several notable budget items that reflect the directives of the CRA Board over the past year. These include the following:

| | |
|---|---|
| Debt Service (if needed for Broward County) | $250,000 |
| Administrative Cost Allocation | $233,080 |
| West Dania Beach Blvd. Railway Approach Project | $143,000 |
| Arts and Seafood Celebration | $140,000 |
| Commercial Property Improvement Grants | $100,000 |
| Residential Beautification Grants | $ 80,000 |
| Dania After Dark | $ 75,000 |
| Down-Payment/Closing Cost Assistance | $ 60,000 |
| Vehicle | $ 32,000 |
| Redevelopment Plan Update | $ 25,000 |
| Architect/Engineering Services: City Center | $ 25,000 |

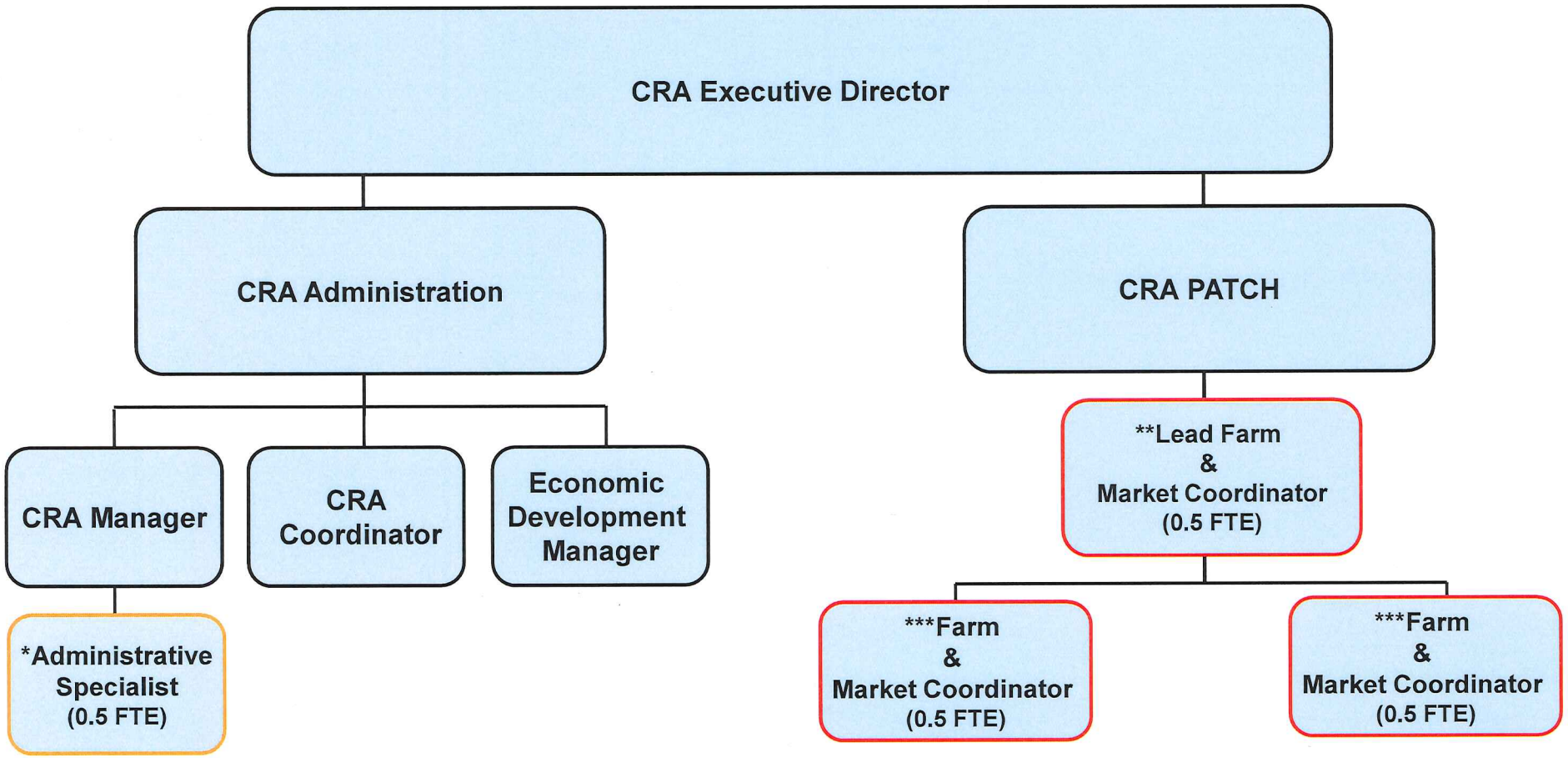
In summary, the CRA is poised to accomplish many redevelopment goals as outlined in the adopted CRA Plan. The Proposed Budget acknowledges the objectives of the CRA Board of Directors. I am thankful to CRA Board members, CRA Staff members, the CRA Treasurer Nicki Satterfield and City of Dania Beach City Manager Robert Baldwin for efforts to develop a budget that meets the needs of the community we serve.

Respectfully submitted,

Rickelle Williams

Rickelle Williams
Executive Director

# Community Redevelopment Agency
# FY 2018-2019




* New Administrative Assistant position part-time-approved mid-year 2017/18 by CRA Board
** Position title change from Market Manager to Lead Farm & Market Coordinator
*** Position title change from Urban Farm Coordinator to Farm & Market Coordinator

| | FY 2017/18 | 18/19 |
|---|---|---|
| Staff FTE - | 5.5 | 6 |

# CITY OF DANIA BEACH

## FY 2019

## Program Modification Form

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

### Department Information

**Department:** 5201 CRA

| | | |
|---|---|---|
| **Fund 1:** | General | % 100 |
| **Fund 2:** | | % |
| **Fund 3:** | | % |
| **Fund 4:** | | % |

| Total Impact |
|---|
| $15,473 |

### Detail Description of Operations/Level of Service Being Affected

The FY17/18 organizational chart inaccurately reflects a hierarchy among positons at the PATCH. The FY17/18 chart implies that the two (2) Urban Farm Coordinators report to the Market Manager, which is not the case. The Market Manager title simply demonstrated that the duties of the position were related to the market aspect of the PATCH. All current positions at the PATCH are pay grade 15 and classified as Part-time Pension. Each position currently has the same level of compensation.

In order to create a more efficient flow of work responsibilities, elevation of one position is required. Additionally, PATCH positions and job descriptions should reflect the capacity of each position to operate in both the farm and the market. The CRA Executive Director will continue to have supervisory and disciplinary authority of all PATCH positions. The following is recommended:

1. Upgrade one (1) Urban Farm Coordinator position (pay grade 15) to Lead Farm & Market Coordinator position (pay grade 16) to more appropriately reflect position's role and relation to the CRA Director and other PATCH staff.
2. Re-title Market Manager position to Farm & Market Coordinator position to reflect work duties that relate to both the farm and market aspects of PATCH operation. Position will remain at pay grade 15.
3. Re-title one (1) Urban Farm Coordinator position to Farm & Market Coordinator to reflect work duties that relate to both the farm and market aspects of PATCH operation. Position will remain at pay grade 15.

In addition, the new Lead Farm & Market Coordinator and one (1) Farm & Market Coordinator position should transition from Part-time Pension classification to Part-time Regular. This will enable these two positions to work up to 28 hours per week, accrue leave and earn holiday pay. The other Farm & Market Coordinator positon will remain classified as Part-time Pension, allowing for 20 hours of work per week and Florida Retirement System benefits.

The following proposed program modification reflects the new staffing hierarchy and the anticipated 4% Cost of Living Allowance (COLA) already scheduled for October 1, 2018.

**Personnel:** GENERAL

Description of Personnel Change : Upgrade one (1) Urban Farm Coordinator position (pay grade 15) to Lead Farm & Market Coordinator position (pay grade 16) and change to Part-Time Regular; Re-title Market Manager position to Farm & Market Coordinator and change to Part-time Regular; Re-title one (1) Urban Farm Coordinator to Farm & Market Coordinator.

| Salary | FICA | Medicare | Pension | Insurance | W Comp | Salary Total |
|---|---|---|---|---|---|---|
| $13,615 | $844 | $197 | $0 | | $817 | **$15,473** |

**Expenditure:**

| *Line Item* | *Description of Request* | *Cost* |
|---|---|---|
| | CLICK ON NEW TO CREAT DOCUMENT | |
| | CLICK ON NEW TO CREAT DOCUMENT | |
| | CLICK ON NEW TO CREAT DOCUMENT | |
| | CLICK ON NEW TO CREAT DOCUMENT | |
| | CLICK ON NEW TO CREAT DOCUMENT | |
| | CLICK ON NEW TO CREAT DOCUMENT | |
| | **Total:** | **$0** |

**Revenue:**

| *Line Item* | *Description of Funding* | *Amount* |
|---|---|---|
| | CLICK ON NEW TO CREAT DOCUMENT | |
| | CLICK ON NEW TO CREAT DOCUMENT | |
| | **Total:** | **$0** |

***CLICK ON NEW TO CREAT DOCUMENT***

# Budget Narrative and Goals

## Mission

The mission of the Dania Beach Community Redevelopment Agency is to create and implement economically sound redevelopment and revitalization activities in the City of Dania Beach, improve the unique quality of life while simultaneously facilitating investment, commercial development, innovation and growth for our diverse population.

## Redevelopment Goals: 2015 Adopted CRA Plan

1. Enhance and Reinforce the CRA Sub Areas
2. Eliminate Substandard Housing and Provide Affordable Housing
3. Redevelop the CRA is a manner that is Energy Efficient and Sustainable
4. Attract Targeted New Industries and Retain and Expand Core Industries
5. Enhance Redevelopment Activities through an Active Marketing Strategy the Supports Redevelopment Initiatives

## Objectives and Performance Measures

| Objective | Performance Goal (FY 2019) |
|---|---|
| City Center RFP | Bid advertisement; 3 responses |
| Rebranding | Complete signage replacement; PR; Marketing |
| BRP Grant | Secure grant award ($1M) |
| Loan-to-Grant Conversion | Convert all remaining loan to grant |
| Railway Approach Capital Project | Complete design work and construction |
| Business Attraction | 25 business assistance interactions (site selection, inquiries, etc.) |
| Business Retention | 50 existing business assistance interactions |
| Business Resource | Develop Business Guide |
| Workforce Development | 2 Trainings and/or Job Fairs |
| Commercial Property Improvement Grant | 5 to 7 recommendations/awards; 2 project completions |
| Arts and Seafood Celebration | 50% return on investment; 20,000 visitors |
| Dania After Dark | 2,000 visitors per month |
| Beautification Grants | 32 grant awards and completed projects |
| Affordable Housing Development | 6 homes built |
| Affordable Housing Trust Fund | Create Affordable Housing Trust Fund |
| PATCH Market Sales | 10% sales increase |
| PATCH Health and Wellness Education | 8 outreach activities |
| PATCH Rentals | 5 event rentals |

# CRA Fund

| | 2016 Actual | 2017 Actual | 2018 Budget | 2019 Executive Director Recommended |
|---|---|---|---|---|
| **Fund: 106 Community Redevelopment Agency** | | | | |
| **Revenue** | | | | |
| 33 Intergovernmental revenue | - | - | - | - |
| 36 Miscellaneous Revenues | 142,720 | 78,036 | 115,000 | 185,300 |
| 38 Other Sources | 1,169,170 | 1,169,170 | 1,614,832 | 1,986,797 |
| **Revenue Totals** | **1,311,890** | **1,247,206** | **1,729,832** | **2,172,097** |
| **Expenditures** | | | | |
| 10 Personal Services | 272,805 | 273,141 | 478,182 | 501,589 |
| 30 Operating Expenditures | 555,135 | 525,537 | 370,500 | 356,410 |
| 60 Capital Outlay | - | - | - | 32,000 |
| 70 Debt Service | - | - | 250,000 | 250,000 |
| 90 Other Uses | 429,170 | 399,170 | 279,331 | 412,398 |
| **Division 01 Total: Admin** | **1,363,613** | **1,197,848** | **1,378,013** | **1,552,397** |
| **Division: 02 City Center** | | | | |
| 30 Operating Expenditures | 30,331 | 45,894 | 79,030 | 130,450 |
| 60 Capital Outlay | | | 112,015 | 147,000 |
| **Division Total: 02 City Center** | **30,331** | **45,894** | **191,045** | **277,450** |
| **Division Total: 03 College Gardens** | **-** | **7,985** | **-** | **-** |
| **Division 08: City-Wide** | | | | |
| 30 Operating Expenditures | 48,213 | 73,698 | 160,774 | 342,250 |
| **Division Total: City-Wide** | **48,213** | **73,698** | **160,774** | **342,250** |
| **Expenditure Totals** | **1,335,654** | **1,317,440** | **1,729,832** | **2,172,097** |
| **Net Surplus (Deficit)** | **$ (23,764)** | **$ (70,234)** | **$ -** | **$ -** |

# Community Garden - PATCH Fund

| | 2016 Actual | 2017 Actual | 2018 Budget | 2019 Executive Director Recommended |
|---|---|---|---|---|
| **Fund: 112 CRA Community Gardens PATCH** | | | | |
| **Revenue** | | | | |
| 36 - Miscellaneous Revenues | $ 34,425 | $ 36,112 | $ 30,000 | $ 25,000 |
| 38 - Other Sources | 150,000 | 120,000 | 385,116 | 169,318 |
| **Revenue Totals** | **184,425** | **156,112** | **415,116** | **194,318** |
| **Expenditures** | | | | |
| 10 Personal Services | 12,765 | 58,426 | 57,229 | 83,615 |
| 30 Operating Expenditures | 136,890 | 75,832 | 94,016 | 105,703 |
| 60 Capital Expenditures | - | 6,058 | - | - |
| 90 Other Sources | - | - | 15,000 | 5,000 |
| **Division 01 Total:Admin** | **149,655** | **140,316** | **166,245** | **194,318** |
| **Division 02 USDA Grant** | **-** | **-** | **248,871** | **-** |
| **Expenditure Totals** | **149,655** | **140,316** | **415,116** | **194,318** |
| **Net Surplus (Deficit)** | **$ 34,770** | **$ 15,796** | **$ -** | **$ -** |

# CITY OF DANIA BEACH

## FY 2019

## Program Modification Form

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

### Department Information

**Department:** 5201 CRA

| | | |
|---|---|---|
| **Fund 1:** | | % 100 |
| **Fund 2:** | | % |
| **Fund 3:** | | % |
| **Fund 4:** | | % |

| Total Impact |
|---|
| **$97,000** |

### Detail Description of Operations/Level of Service Being Affected

At Home Dania Beach Program:

-Residential Revitalization and Beautification Grants for low to moderate income households (32 grants)
-Down payment/closing cost assistance for low to moderate income households purchasing single family homes facilitated by CRA (6 households)
-Legal and Real Estate Services
-Home buyer education course for interested home buyers
-Contribution toward permit and impact fees $7,000 per home (6 households)

**Personnel:**

Description of Personnel Change :

| Salary | FICA | Medicare | Pension | Insurance | W Comp | Salary Total |
|---|---|---|---|---|---|---|
| | $0 | $0 | $0 | | $0 | **$0** |

**Expenditure:**

| *Line Item* | *Description of Request* | *Cost* |
|---|---|---|
| 31-42 | Down Payment Assistance | $60,000 |
| 31-42 | Permit/Impact Fees | $42,000 |
| 31-10 | Beautification Grants | $80,000 |
| 31-10 | Real Estate Service/HomeBuyer Education | $15,000 |
| | | |
| | | |
| | **Total:** | **$197,000** |

**Revenue:**

| *Line Item* | *Description of Funding* | *Amount* |
|---|---|---|
| 106-0000-369.90-01 | Estimated Revenue from Property Sales | $100,000 |
| | | |
| | **Total:** | **$100,000** |

# City of Dania Beach
## Capital Request Form

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | West Dania Beach Blvd. Railway Approach | | | | | | |
| Capital Request Type | ☑ Capital Project | | | ☐ Capital Purchase | | | |
| Priority | 1 | | | Project Manager: | Rickelle Williams | | |
| Department: | CRA | | | Division: | 106-52-02-552-63-41 | | |
| Item Location: | | | | | | | |
| Fiscal Year | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 | Total | |
| Plan and Studies | $0 | $0 | $0 | $0 | $0 | $0 | |
| Engineering/ Architecture | $23,000 | $0 | $0 | $0 | $0 | $23,000 | |
| Land Acquisition/ Site Preparation: | $0 | $0 | $0 | $0 | $0 | $0 | |
| Permits, Plan Reviews & Impact Fees | $0 | $0 | $0 | $0 | $0 | $0 | |
| Construction: | $120,000 | $0 | $0 | $0 | $0 | $120,000 | |
| Equipment/ Furnishings | | $0 | $0 | $0 | $0 | $0 | |
| Other (Specify): | $0 | $0 | $0 | $0 | $0 | $0 | |
| TOTAL COST: | $143,000 | $0 | $0 | $0 | $0 | $143,000 | |
| Revenue Source: | CRA Fund | | | | | | |

**Description (Justification and Explanation)**

This project will increase public safety for pedestrians, cyclists, and motorists traversing the tracks.The project is located along West Dania Beach Boulevard SW/NW 3rd Avenue to east of SW/NW 5th Avenue. This improvement consists of increasing sight distance, installation of new sidewalk, and landscaping. This will also provide safer access to pedestrians with physical limitations such as those requiring wheelchairs, walker,and strollers.

| | | | |
|---|---|---|---|
| Personnel: | | | Descriptive: |
| Operating: | | | |
| Replacement Cost: | | Year: | |
| Revenue/Other: | | | |
| Total | $0 | | |

# City of Dania Beach
## Capital Request Form

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Vehicle | | | | | | |
| Capital Request Type | ☐ Capital Project | | | ☑ Capital Purchase | | | |
| Priority | 1 | | | Project Manager: | Rickelle Williams | | |
| Department: | CRA | | | Division: | 106-52-01-552-64-20 | | |
| Item Location: | | | | | | | |
| Fiscal Year | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 | Total | |
| Plan and Studies | $0 | $0 | $0 | $0 | $0 | $0 | |
| Engineering/ Architecture | $0 | $0 | $0 | $0 | $0 | $0 | |
| Land Acquisition/ Site Preparation: | $0 | $0 | $0 | $0 | $0 | $0 | |
| Permits, Plan Reviews & Impact Fees | $0 | $0 | $0 | $0 | $0 | $0 | |
| Construction: | $0 | $0 | $0 | $0 | $0 | $0 | |
| Equipment/ Furnishings | $32,000 | $0 | $0 | $0 | $0 | $32,000 | |
| Other (Specify): | $0 | $0 | $0 | $0 | $0 | $0 | |
| TOTAL COST: | $32,000 | $0 | $0 | $0 | $0 | $32,000 | |
| Revenue Source: | CRA Fund | | | | | | |

**Description (Justification and Explanation)**

2018 Ford T-350 Transit Wagon - This vehicle will be utilized by CRA Staff and PATCH to transport equipment and supplies,tranpsort produce to and from neghboring farms, markets and events.This will also be used to tow a 6,000 lb trailer as part of the USDA grant program.

| | | | |
|---|---|---|---|
| Personnel: | | | Descriptive: |
| Operating: | | | |
| Replacement Cost: | | Year: | |
| Revenue/Other: | | | |
| Total | $0 | | |

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Bids and Proposals

**Continued from:**

| **Requested Action (Identify appropriate Action or Motion)** |
|---|
| ADOPT RESOLUTION AUTHORIZING THE PROPER CRA OFFICIALS TO AWARD A BID RELATED TO REQUEST FOR PROPOSAL (RFP NO. CRA-18-001) TO ATLANTIC STUDIOS, INC. FOR PRODUCTION SERVICES FOR THE 2018-2019 DANIA AFTER DARK FESTIVAL (DAD) IN AN AMOUNT NOT TO EXCEED SIXTY NINE THOUSAND SIX HUNDRED DOLLARS ($69,600.00) |

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

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

| **Exhibits Attached** |
|---|
| CRA Memo RFP No. CRA-18-001 Dania After Dark, R-2018-CRA- Dania After Dark Bid Award to Atlantic Studios, Inc, Bid Tabulation-RFP #CRA-18-001 , Ranking and Score Sheets-RFP #CRA-18-001 |

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: September 11, 2018

**Re: Recommendation of Award - Atlantic Studios, LLC**

---

**Background**

On June 12, 2018, the CRA Board adopted Resolution No. 2018-CRA-010 authorizing the advertisement for Production Services for the 2018-2019 Dania After Dark monthly street festival. The CRA posted and advertised Request for Proposal ("RFP") No. CRA-18-001 on the City of Dania Beach's website, Demand Star and in the Sun-Sentinel newspaper on August 17, 2018.

The bid opening was held on Friday, August 31, 2018 at 11:00 a.m. and one proposal was received. The proposal was submitted by Atlantic Studios, Inc., the existing production and management firm for the Dania After Dark festival. The Bid Committee held a review meeting on August 31, 2018 at 4:00 p.m. at City Hall to evaluate the proposal. The Bid Committee discussed and scored the proposal. Scores were then tallied.

**Recommendation**

Award the bid for RFP No. CRA-18-001 Production Services for the 2018-2019 Dania After Dark festival to Atlantic Studios, Inc. in an amount not to exceed Sixty Nine Thousand Six Hundred Dollars ($69,600.00).

**Attachments**

Bid Tabulation
Evaluation Scoring Sheets

**RESOLUTION NO. 2018-CRA-016**

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 AWARD A BID RELATED TO REQUEST FOR PROPOSAL (RFP NO. CRA-18-001) TO ATLANTIC STUDIOS, INC. FOR PRODUCTION SERVICES FOR THE 2018-2019 DANIA AFTER DARK FESTIVAL (DAD) IN AN AMOUNT NOT TO EXCEED SIXTY NINE THOUSAND SIX HUNDRED DOLLARS ($69,600.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the CRA Board authorized the advertisement for Production Services for the 2018-2019 Dania After Dark Festival on June 12, 2018 per Resolution No. 2018-CRA-010; and

**WHEREAS**, the CRA posted and advertised Request for Proposal ("RFP") No. CRA-18-001 on the City of Dania Beach's website, Demand Star and in the Sun-Sentinel newspaper on August 17, 2018; and

**WHEREAS**, the bid opening was held on Friday, August 31, 2018 at 11:00 a.m.; and

**WHEREAS**, one proposal was received which was submitted by Atlantic Studios, Inc.; and

**WHEREAS**; the CRA Bid Committee held a review meeting on August 31, 2018 at 4:00 p.m. at City Hall to evaluate the sole proposal received; and

**WHEREAS**, the CRA Bid Committee recommends awarding the bid to Atlantic Studios, Inc. in an amount not to exceed Sixty Nine Thousand Six Hundred Dollars ($69,600.00); and

**WHEREAS,** funding is proposed in the Fiscal Year 2018-2019 Community Redevelopment Agency budget for the 2018-2019 Dania After Dark Festival (DAD) in the Professional Services CRA Redevelopment Initiatives Account 106-52-02-552-31-42;

**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 above "Whereas" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

**Section 2**. That the CRA Executive Director recommends that the CRA Board select the firm that submitted its response to the RFP and the CRA Board authorizes an award of a contract to Atlantic Studios, Inc.

**Section 3.** That the CRA Board approves the bid award of Request for Proposal No. CRA-18-001 Production Services for the 2018-2019 Dania After Dark Festival (DAD) to Atlantic Studios, Inc.

**Section 4.** That the proper CRA officials are authorized to execute an Agreement with Atlantic Studios, Inc. for Production Services for the 2018-2019 Dania After Dark Festival (DAD) for a term of one (1) year. The CRA Board has the sole option to renew the Agreement annually for up to a maximum of three (3) additional one (1) year periods, in an amount not to exceed Sixty Nine Thousand Six Hundred Dollars ($69,600.00) for each additional renewal period.

**Section 5.** That the CRA Executive Director and CRA Attorney are authorized to make minor revisions to such documents that are deemed necessary and proper for the best interest of the CRA.

**Section 6.** That funding is planned and appropriated in the Professional Services CRA Redevelopment Initiatives Account 106-52-02-552-31-42.

**Section 7.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 8.** That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** on September 11, 2018.

ATTEST:

| | |
|---|---|
| _____ | _____ |
| THOMAS SCHNEIDER, CMC | TAMARA JAMES |
| CRA CLERK | BOARD CHAIRPERSON |

APPROVED AS TO FORM AND CORRECTNESS:

_____
THOMAS J. ANSBRO
CRA ATTORNEY

# BID TABULATION FORM - Revised

**BID OPENING DATE:** **Friday, August 31, 2018** **TIME: 11:00 a.m.**

**PROJECT NAME:** **RFP #CRA-18-001 "Production Services for the 2018-2019 Dania After Dark Festival (DAD)"**

PRESENT AT BID OPENING:
See sign-in sheet attached

THE FOLLOWING BIDS WERE OPENED BY:

Erika Clayton, Records Specialist
Angel Lunkins, Deputy City Clerk

| | VENDOR | 1 Original 4 Copies 1 Digital | Ack. Adden. | Exh. B Reference List (Tab 11) | Proof of Insurance (Tab 12) | Exh. C Public Entity Crimes Stmt. (Tab 14) | Exh. D Non-Collusion Affidavit (Tab 15) |
|---|---|---|---|---|---|---|---|
| **1.** | Atlantic Studios, Inc.<br>434 NW 1 Avenue, Suite #504<br>Fort Lauderdale, FL 33301<br>Contact: Christian W. Gaidry<br>(954) 785-7475 | Yes | Yes | Yes | Yes | Yes | Yes |

AFTER THE BID OPENING, THE BIDS WERE TURNED OVER TO THE FOLLOWING FOR FURTHER REVIEW AND TABULATION:

Rickelle Williams, CRA Executive Director
DeAndrae Spradley, Economic Development Manager
Kathleen Weeks, CRA Manager
Tania Sevens, Senior Accountant/Purchasing Coordinator, Finance Department

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

# RFP #CRA-18-001 Ranking Sheet
# "PRODUCTION SERVICES FOR THE 2018-2019 DANIA AFTER DARK FESTIVAL (DAD)"
**August 31, 2018**

## Proposer: Atlantic Studios, Inc.

| | Evaluation Category | Max Score | Score: DeAndrae Spradley | Score: Kathleen Weekes | Score: Rickelle Williams | Max Grand Total | Actual Grand Total |
|---|---|---|---|---|---|---|---|
| 1. | Understanding of the project and strategy for success. | 20 | 18 | 18. | 20. | 60 | 56. |
| 2. | Experience in producing and managing similar events, including:<br>a) Number, type, quality and scale of similar projects<br>b) References from past projects | 25 | 22. | 23. | 25. | 75 | 70. |
| 3. | Innovative, creative approach to rendering the Services and metrics for a successful program, including:<br>a) Proven ability to assist with procuring top level sponsorship<br>b) Proven ability to market Events through various methods and platforms and receive press coverage | 15 | 14. | 10. | 10. | 45 | 34. |
| 4. | Proven experience and financial resources to complete assignments in a timely and professional manner, including:<br>a) Organizational chart for the project team<br>b) Qualifications of Staff including number of licensed or certified staff<br>c) Experience of staff in working on similar projects | 20 | 18. | 19. | 20. | 60 | 57. |
| 5. | Pricing | 20 | 17. | 20. | 15. | 60 | 52 |
| 6. | **TOTAL** | 100 | 89. | 90. | 90. | 300 | ~~277~~ ~~270.~~ 269. |

DDS Asst Finance Director.

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

# Evaluation and Scoring Sheet

## RFP #CRA-18-001
## "PRODUCTION SERVICES FOR THE 2018-2019 DANIA AFTER DARK FESTIVAL (DAD)"

## August 31, 2018

**Evaluation/Bid Committee Member:** DEANDRAE SPRADLEY

**Proposer:** ATLANTIC STUDIOS, INC.

| | Evaluation Category | Max Score | Score |
|---|---|---|---|
| **1.** | Understanding of the project and strategy for success. | 20 | 18 |
| **2.** | Experience in producing and managing similar events, including:<br>a) Number, type, quality and scale of similar projects<br>b) References from past projects | 25 | 22 |
| **3.** | Innovative, creative approach to rendering the Services and metrics for a successful program, including:<br>a) Proven ability to assist with procuring top level sponsorship<br>b) Proven ability to market Events through various methods and platforms and receive press coverage | 15 | 14 |
| **4.** | Proven experience and financial resources to complete assignments in a timely and professional manner, including:<br>a) Organizational chart for the project team<br>b) Qualifications of Staff including number of licensed or certified staff<br>c) Experience of staff in working on similar projects | 20 | 18 |
| **5.** | Pricing | 20 | 17 |
| **6.** | **TOTAL** | 100 | 89 |

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

# Evaluation and Scoring Sheet

## RFP #CRA-18-001
## "PRODUCTION SERVICES FOR THE 2018-2019 DANIA AFTER DARK FESTIVAL (DAD)"

## August 31, 2018

**Evaluation/Bid Committee Member:** KATHLEEN A. WEEKES.

**Proposer:** ATLANTIC STUDIOS

| | Evaluation Category | Max Score | Score |
|---|---|---|---|
| **1.** | Understanding of the project and strategy for success. | 20 | 18 |
| **2.** | Experience in producing and managing similar events, including:<br>a) Number, type, quality and scale of similar projects<br>b) References from past projects | 25 | 23 |
| **3.** | Innovative, creative approach to rendering the Services and metrics for a successful program, including:<br>a) Proven ability to assist with procuring top level sponsorship<br>b) Proven ability to market Events through various methods and platforms and receive press coverage | 15 | 10 |
| **4.** | Proven experience and financial resources to complete assignments in a timely and professional manner, including:<br>a) Organizational chart for the project team<br>b) Qualifications of Staff including number of licensed or certified staff<br>c) Experience of staff in working on similar projects | 20 | 19 |
| **5.** | Pricing | 20 | 20 |
| **6.** | **TOTAL** | 100 | 90 |

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

# Evaluation and Scoring Sheet

## RFP #CRA-18-001
## "PRODUCTION SERVICES FOR THE 2018-2019 DANIA AFTER DARK FESTIVAL (DAD)"

## August 31, 2018

**Evaluation/Bid Committee Member:** Rickelle Williams

**Proposer:** Atlantic Studios, Inc.

| | Evaluation Category | Max Score | Score |
|---|---|---|---|
| **1.** | Understanding of the project and strategy for success. | 20 | 20 |
| **2.** | Experience in producing and managing similar events, including:<br>a) Number, type, quality and scale of similar projects<br>b) References from past projects | 25 | 25 |
| **3.** | Innovative, creative approach to rendering the Services and metrics for a successful program, including:<br>a) Proven ability to assist with procuring top level sponsorship<br>b) Proven ability to market Events through various methods and platforms and receive press coverage | 15 | 10 |
| **4.** | Proven experience and financial resources to complete assignments in a timely and professional manner, including:<br>a) Organizational chart for the project team<br>b) Qualifications of Staff including number of licensed or certified staff<br>c) Experience of staff in working on similar projects | 20 | 20 |
| **5.** | Pricing | 20 | 15 |
| **6.** | **TOTAL** | 100 | 90 |

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

To: Chair, Vice Chair and Board of Commissioners

From: Rickelle Williams, Executive Director

Date: September 11, 2018

**Re: Total Quality Logistics (Project Red)**

---

**Background**

In 2015, Total Quality Logistics, Inc., known as "Project Red", executed an agreement with the Florida Department of Economic Opportunity (DEO) to expand their operations in the City as a qualified target industry, which provided tax refunds at the State and local level for businesses based on criteria established by the State. As a stipulation of approval, Total Quality Logistics, Inc. agreed to provide 60 jobs at 20 jobs per phase (20 jobs by December 31, 2017, 20 more jobs by December 31, 2018, and 20 more jobs by December 31, 2019). In return, the State would provide 80% of the annual tax return and the City and County would split the remaining 20% balance of the annual tax return over a 3-year period. Per Resolution No. 2015-003, the City agreed to provide the State a financial local support of Thirty Six Thousand ($36,000.00) split over the 3-year period at Twelve Thousand ($12,000.00) per year.

Per the agreement between Florida DEO and Total Quality Logistics, Inc., no later than January 31st of each year following the job creation schedule, Total Quality Logistics is required to annually submit certifications to Florida DEO documenting that the jobs have been provided by the company. Upon receipt of the certifications, the Florida DEO performs an independent audit to verify the jobs and sends the City and County invoices for the unpaid tax incentives. The City and County will pay the funds directly to the Florida DEO, which submits the funds to Total Quality Logistics.

**Update**

On March 1, 2018, Total Quality Logistics, Inc. requested a one-time option to extend the job creation schedule, the tax refund schedule, the job maintenance period, and the expiration date by 12 months. This option gives Total Quality Logistics the following:

- a 12-month extension on the job creation schedule deadline to December 31, 2020;
- a request to the City to provide a letter of consent to the DEO to support Total Quality Logistics Push Option; and
- a 5% reduction of the scheduled tax refund from the City taking the amount down to Thirty Four Thousand Two Hundred Dollars ($34,200.00) payable over a 3-year period.

On April 10, 2018, the Florida DEO notified the City of Total Quality Logistics' request to initiate the push option. On August 7, 2018, the City Clerk informed the Community Redevelopment Agency (CRA) and other City departments of Total Quality Logistics' request. On August 21, 2018, the CRA met with the Florida DEO and the Greater Ft. Lauderdale Alliance regarding the Total Quality Logistics job creation schedule. It was determined that the City would need to officially approve the push option request from Total Quality Logistics and that the City should anticipate receiving an invoice from the Florida DEO in 2019. Attached, you will find a resolution reflecting the twelve-month extension and 5% reduction in the scheduled tax

DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

tel (954) 924-6801
fax (954) 921-2604
www.DaniaBeachCRA.org

incentive refund for adoption by the City Commission. A letter of consent from the Office of the City Manager supporting Total Quality Logistics' push option is also attached.

**Recommendation**

Support a request to the Dania Beach City Commission to approve the push option request by Total Quality Logistics to extend the job creation schedule by twelve (12) months and reduce the tax refund amount from Thirty Six Thousand Dollars ($36,000.00) to Thirty Four Thousand Two Hundred Dollars ($34,200.00) payable in increments over a 3-year period beginning in 2019 pending invoice from DEO.

# MEMORANDUM

Date: September 11, 2018

To: Tamara James, CRA Chair
Bill Harris, CRA Vice Chair
Chickie Brandimarte, CRA Board Member
Bobbie H. Grace, CRA Board Member
Marco A. Salvino, Sr., CRA Board Member

CC: Rickelle Williams, CRA Executive Director
Nicki Satterfield, Finance Director
Paula Morrell, HR / Risk Management Director

From: Thomas J. Ansbro, CRA Attorney

Subject: CRA Executive Director Employment Agreement Renewal

---

On November 14, 2017, the Dania Beach Community Redevelopment Agency Board ("CRA") approved a one year employment agreement with Ms. Rickelle Williams to serve as the Executive Director of the CRA. As both parties expressed an interest to renew, a new employment Agreement has been developed which primarily mirrors most of the terms of the existing agreement.

The following are the new principal terms in the Agreement renewal, which have been prepared by Ms. Williams:

- Term of the Agreement is for a three (3) year term with the option to renew by mutual written agreement of both parties.

- The salary is One Hundred Sixteen Thousand Four Hundred Eighty Dollars ($116,480.00). This constitutes a four percent (4%) increase over the current salary, which is the same budgeted increase for all City staff.

- In the event the Executive Director is terminated "without cause" by the Board before the expiration of the term of employment, she would receive a lump sum severance payment equal to three months (12 weeks) of her salary (in accordance with the Board's normal payroll practices and procedure).

- Executive Director would be entitled to "personal" days. She has requested five (5) days as of the start of each calendar year per annual term. City staff receive three (3) days annually.

TJA/la
Attachment: Employment Agreement

**RESOLUTION NO. 2018-CRA-017**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE RENEWAL OF AN EMPLOYMENT AGREEMENT WITH MS. RICKELLE WILLIAMS TO PROVIDE SERVICES AS EXECUTIVE DIRECTOR TO THE CRA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** On November 14, 2017, the Dania Beach Community Redevelopment Agency Board ("CRA") approved a one year employment agreement with Ms. Rickelle Williams to serve as the Executive Director of the CRA; and

**WHEREAS,** the Board desires to continue employment of the Executive Director to serve as the CRA Executive Director pursuant to Section 163.356(3)(c), Florida Statutes; and

**WHEREAS,** the Executive Director desires to continue such employment; and

**WHEREAS,** the parties desire to set forth in writing an Agreement regarding terms of employment with the Board;

**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 reference.

**Section 2.** That the CRA authorizes an Agreement to be executed with the Executive Director by the proper CRA officials, a copy of which Agreement is attached as Exhibit "A", and made a part of and incorporated into this Resolution by this reference for such services.

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

**Section 4.** That funding for this service is planned and is in the Community Redevelopment Agency budget for Fiscal Year 2018-2019 in the Salaries and Wages Account 106-52-01-552-12-10.

**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 force and take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** on September 11, 2018.

ATTEST:

| | |
|---|---|
| THOMAS SCHNEIDER, CMC<br>CRA CLERK | TAMARA JAMES<br>BOARD CHAIRPERSON |

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

**EMPLOYMENT AGREEMENT**

**COMMUNITY REDEVELOPMENT AGENCY EXECUTIVE DIRECTOR**

THIS IS AN EMPLOYMENT AGREEMENT (the "Agreement") entered into and effective as of November _____, 2018, between THE BOARD OF COMMISSIONERS (the Board") OF THE CITY OF DANIA BEACH, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), and RICKELLE WILLIAMS, an individual (the "Executive Director"), jointly referred to as "the Parties".

**WHEREAS**, the Board desires to continue employment of the Executive Director to serve as the CRA Executive Director pursuant to Section 163.356(3)(c), Florida Statutes; and

**WHEREAS**, the Executive Director desires to continue such employment; and

**WHEREAS**, the parties desire to set forth in writing in this Agreement the terms of employment with the Board.

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 parties agree as follows:

Section 1 - Duties of the Executive Director.

Executive Director is employed by and shall report to the Board and shall perform the functions and duties specified in the job description (attached as Exhibit "A" and incorporated by this reference) and the services listed in Exhibit "B" (attached and incorporated by this reference) and such other functions and duties as otherwise prescribed by the Board from time to time. The Executive Director is not and shall not be considered an employee of the City. The Executive Director shall not be covered by the City's Civil Service System and City rules and regulations and shall have no rights under them.

Section 2 – Term.

2.1. Executive Director agrees to remain in the exclusive employ of Board from the date of renewal, Thursday, November 15, 2018 and upon complete execution of this Agreement for a period of three (3) years (the "Term" of employment), and Executive Director agrees neither to accept other employment nor to become employed by any other employer until such termination date, unless the termination date is altered as provided below. The Parties agree that this Agreement may be renewed upon their mutual written agreement. Board and Executive Director shall mutually communicate their respective intent to renew at least thirty (30) days prior to expiration of the term.

2.2. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Executive Director at any time, subject only to compliance with the provisions set forth in Section 3 of this Agreement. It is understood between

the parties to this Agreement that Executive Director shall be considered an "at will" employee, subject, however, to the terms of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Executive Director to resign at any time from the position with the Board, subject only to compliance with the provisions set forth in Section 4 of this Agreement.

Section 3 – Termination.

3.1 The Board may terminate the employment of Executive Director without cause at any time, without any reason or reasons given.

3.2 In the event the Executive Director is terminated without cause by the Board before the expiration of the term of employment as set forth in Paragraph 2.1 of this Agreement, and during such time the Executive Director is willing and able to perform the duties under this Agreement, then the Executive Director shall receive a lump sum severance payment equal to three months (12 weeks) of her salary (in accordance with the Board's normal payroll practices and procedure) and shall be compensated for all earned and accrued sick leave and vacation leave as of the date of termination to the same extent as such accruals are earned by Department Heads of the City of Dania Beach, Florida (the "City").

3.3 Notwithstanding the provisions of Section 3.2, in the event Executive Director is terminated for misconduct as defined in Section 443.036(30), Florida Statutes, the CRA shall have no obligation to pay the Executive Director any severance pay or for any earned and accrued sick leave or vacation leave. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; or (iv) willful neglect of duty.

Section 4 – Resignation

4.1 In the event Executive Director wishes to voluntarily resign without cause from the position before expiration of the Term of employment, then Executive Director shall provide the Board with at least one (1) month's written notice in advance, unless the parties otherwise agree in writing. Upon receipt of such notice, the Board may, at its sole discretion, advance (accelerate) the effective date of such termination of employment to any earlier date as may be determined by the Board ("Actual Date of Termination") in which case the Board shall pay Executive Director those wages that Executive Director would have earned if not for the acceleration of the Proposed Date of Termination which in any event shall not exceed a maximum of thirty (30) days of wages. Such payment shall be paid in a single lump sum payment or in accordance with the Board's normal payroll practices and procedure during the thirty (30) calendar day period immediately following the Actual Date of Termination. In the event of resignation by the Executive Director under this Section, the Board shall pay Executive Director all earned and accrued sick and vacation leave calculated at the rate of pay in effect upon the date of the resignation, provided the Executive Director has given proper notice as stated above. Executive Director understands and agrees that a resignation without notice will result in non-payment of all earned accruals by the Board.

4.2 In the event the Executive Director resigns with cause before the expiration of the term of employment as set forth in Paragraph 2.1 of this Agreement, then the Executive Director shall receive a lump sum severance payment equal to three months of her salary (in accordance with the Board's normal payroll practices and procedure) and shall be compensated for all earned and accrued sick leave and vacation leave as of the date of termination to the same extent as such accruals are earned by Department Heads of the City of Dania Beach, Florida (the "City"). For purposes of this section 4.2, "with cause" shall mean: (a) any breach of this Agreement by the Board or CRA; (b) any material reduction in the terms, conditions, or responsibilities of the Executive Director; or (c) any reduction to the annual salary of the Executive Director.

Section 5 - Salary

5.1 The Executive Director shall receive an annual salary of One Hundred Sixteen Thousand Four Hundred Eighty Dollars ($116,480.00) payable in accordance with the same payment procedures that apply to Department Heads of the City.

5.2 The Executive Director shall be entitled to any future salary increase, merit increase or cost of living allowance negotiated and agreed upon by the City in accordance with the same procedures that apply to Department Heads of the City.

5.3 The Executive Director may receive a performance evaluation from the Board and, if favorable, may be entitled to a merit-based salary increase in accordance with applicable City policies. Nothing in this Section shall limit the ability of the Board to evaluate the performance of the Executive Director more frequently.

Section 6 - Hours of Work.

The Executive Director is an exempt employee under the Fair Labor Standards Act and is required to work as many hours as are necessary to perform the duties of the position. However, the Executive Director is expected to be ready, willing and able to work during the CRA's regular business hours, which are Monday through Friday, from 9:00_ a.m. to 5:00 p.m. It is understood and agreed that, from time to time, the Executive Director will be required to attend evening or weekend meetings in connection with CRA events and programs, and that no additional compensation of any kind shall be paid to the Executive Director for her participation in such events and programs or for other work or services performed outside of regular CRA business hours.

Section 7 - Benefits.

As an employee of the Board, which operates under the same federal ID number as the City, Executive Director will be eligible for health and pension benefits which will be made available to Executive Director to the same extent as made available to City Department Heads.

The Benefits Summary and Employee Benefits Handbook is attached as composite Exhibit "C" and is incorporated by this reference.

Section 8 - Professional Development.

Board agrees to pay the professional dues, memberships, subscriptions and travel expenses of Executive Director for professional participation in meetings and conferences associated with Executive Director's employment and professional development. Travel must be requested and approved by the Board in advance, consistent with the travel policies of the City.

Section 9 - General Expenses.

The Finance Director of the City or designee is authorized to disburse funds from the appropriate Board account in the amount of $500.00 per month, on the same date as monthly expense allowance funds are disbursed to City Department Heads, for use by the Executive Director for personal expenses associated with employment under this Agreement.

Section 10 - Paid Leave

10.1 Executive Director shall accrue 4.62 hours of vacation per pay period and is subject to the same accrual provisions as City Department Heads.

10.2 Executive Director shall accrue eight (8) hours of sick leave per month and is subject to the same accrual provisions as City Department Heads.

10.3 Executive Director shall be entitled to "personal" days. The personal time shall be accrued as follows: a total of forty (40) hours effective the first paycheck of each calendar year. Personal time automatically expires December 31st of each year and is not subject to payout upon termination of agreement.

10.4 Executive Director shall be entitled to paid holidays in accordance with the City policy applicable to full-time City employees.

Section 11 - Conflict of Interest Prohibition.

11.1 Executive Director shall not, without the express prior written approval of the Board, individually, or as a partner, joint venturer, officer, shareholder or any other similar position of any kind or nature whatsoever, invest or participate in any business venture which conducts or intends to conduct business within the corporate limits of the City. Executive Director currently serves as an adjunct professor at the Miami-Dade College School of Business and is authorized to continue to serve in that capacity. Such service shall not conflict with employment under this Agreement and shall be confined to evening hours during weekdays, weekends or both.

11.2 Except for purchase of a personal residence, Executive Director shall not own or invest in any real property within the corporate limits of the City, without prior notification to

and advance written approval by the Board, which approval may be withheld by the Board in its sole discretion.

Section 12 - Other Terms and Conditions of Employment.

12.1 The Board, in consultation with the Executive Director shall fix any such other terms and conditions of employment as the Board may determine from time to time, relating to the performance of Executive Director, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other law.

12.2 In order to enhance the ability of the CRA to create the type of redevelopment that it is desires and to leverage resources that are currently available, the CRA shall, during the tenure of the Executive Director, continue memberships in the Florida Redevelopment Association, Florida Community Development Association, Florida Economic Development Council, and the Florida Housing Coalition, each of which are subject to funding availability as determined by the Board in its sole discretion.

Section 13 - General Provisions.

13.1 This Agreement contains the complete understanding of the parties and supersedes any oral statements or representations made by the parties. This Agreement shall not be amended unless the same formality is observed as was used in the formation of this Agreement.

13.2 The rights and obligations granted in this Agreement are personal in nature and cannot be transferred or assigned by the Executive Director.

13.3 This Agreement shall become effective upon complete execution by both parties.

13.4 If any provision or any portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or unaffected portions of it shall not be affected and shall remain in full force and effect.

13.5 All claims, counterclaims, disputes and other matters in question between the Board and Executive Director arising out of, relating to or pertaining to this Agreement, or the breach of it, or its duties or services, 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.

13.6 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, venue shall be in 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, the prevailing party shall be entitled to her or its reasonable attorney's fees and costs..

13.7 Executive Director and Board each had assistance of legal counsel or the opportunity and means to retain such assistance in connection with the preparation and review of the terms of this Agreement and none of the provision of this Agreement shall be construed more strictly against one party or the other, since the parties mutually negotiated the terms of this Agreement and it was prepared in writing accordingly.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement effective on the date first appearing above.

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**

ATTEST:

BY: _____
Tamara James, CRA Chairperson

BY: _____
Thomas Schneider, CRA Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

BY: _____
Thomas J. Ansbro, CRA Attorney

Signed, sealed and delivered
in the presence of the following witnesses:

**CRA EXECUTIVE DIRECTOR**

_____
**PRINT NAME**

_____
Signature

_____
Signature

Rickelle Williams
**PRINT NAME**

_____
**PRINT NAME**

_____
Signature

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 2018, by Rickelle Williams who is personally known to me or has produced _____ as identification and did (did not) take an oath.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Printed Name of Notary

# EXHIBIT "A"
# DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
# DANIA BEACH, FLORIDA

## EXECUTIVE DIRECTOR
### Classification Description

| | |
|---|---|
| **CLASSIFICATION TITLE: CRA Executive Director** | **FLSA Status: Exempt** |
| **DEPARTMENT: Community Redevelopment Agency** | **Union Status: Not Eligible** |
| **PAY RANGE:** | **$85,000 - $120,000 DOQ** |

**WORK OBJECTIVE**

This Position manages the day-to-day operations, planning, budgeting, capital acquisitions, public relations, real estate negotiations, professional service contracts and capital planning for the Community Redevelopment Agency (CRA) district. Advanced professional work focuses on the revitalization and community enhancement within the CRA district boundaries through redevelopment, capital improvement, and branding. Position serves as a liaison to businesses and property owners with the overall goal of enhancing the physical and economic character of the district. Negotiates contracts, develops incentives, recruits compatible development activity and supervises consultants and advisors. Handles day to day operations, oversees staff and manages annual budget.

**ESSENTIAL FUNCTIONS**

The list of essential functions, as outlined in this document, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude the employer from assigning duties not listed in this document if such duties are logically related to the position.

- Provides oversight and management of federal/state grant programs designed to assist with redevelopment goals within the district.
- Provides comprehensive knowledge of redevelopment programs and financing. Develops potential incentive packages, provides market assessments/impacts, and monitors development trends.
- Writes developer requests for proposals for the purpose of disposing of CRA owned land for the purpose of redevelopment.
- Evaluates and drafts recommended updates and amendments to the CRA Plan.
- Prepares and manages annual CRA budget and compliance monitoring with F.S. Chapter 163 Part III.
- Assists with the development of capital projects included in the Community Redevelopment Plan; tracks the economic impact of those projects on redevelopment activities within the CRA.
- Makes public presentations to the CRA Board, City Commission and other public/private organizations regarding redevelopment, and CRA business, initiatives and focus.
- Serves as technical advisor to the Community Redevelopment Agency Board, City Commission and advisory boards. Prepares and manages CRA budgets; identifies and accesses funding sources; maintains relationships with funding sources and administers contractual agreements with other governmental agencies.
- Maintains relationships and partnerships with City staff and City initiated projects within the CRA.
- Responsible for the management and administration of capital projects within the CRA districts.
- Promotes and disseminates information about CRA activities to stakeholders through media, print and social media; attends and conducts various meetings and presentations.
- Acts as an ombudsman for development projects within the CRA and participates in the development review process.
- Negotiates contracts, incentives, developer agreements, and projects; administers same.
- Supervises clerical staff, consultants, and special projects.
- Acts as a community liaison pertaining to CRA initiated projects.

- Informs and engages neighborhood associations, community groups and other stakeholders in the redevelopment process.

**KNOWLEDGE, ABILITY AND SKILLS:**

- Knowledge of professional services contracting, bidding procedures, and contract administration.
- Knowledge of the principles of budget administration and financial forecasting.
- Knowledge of the basic functions of Community Redevelopment Agencies and Florida state statutes pertaining to Community Redevelopment Agency and Special Districts.
- Ability to effectively analyze issues and problems and identify optimum solutions.
- Ability to plan, organize and implement duties and responsibilities defined by desired outcomes and objectives.
- Ability to gain cooperation through discussions and conflict resolution.
- Ability to manage complex problems with multiple stakeholders.
- Ability to interpret and apply applicable federal, state and local laws, rules, and regulations related to redevelopment programs.
- Ability to maintain effective working relationships with other governmental agencies, the private sector, and the public.
- Ability to use Windows-based word processing, electronic mail, spreadsheet, and database software.

**MINIMUM QUALIFICATIONS**

Graduate from an accredited four-year college or university with a degree in business administration, public administration, economics, urban planning, or a relevant area of study. Minimum of five (5) years of professional experience in urban planning, community development or redevelopment, economic development, or a related field, including at least three (3) years experience in a managerial position and managing complex projects. Prior governmental experience required. Must possess and maintain a valid state of Florida driver's license.

Knowledge of laws, ordinances, and codes dealing with redevelopment with emphasis on Florida's Community Redevelopment Act. Familiarity with planning principles and practices as applied to land development regulations, ability to communicate clearly and concisely, both verbally and in writing to groups and individuals. Has an ability to exercise sound judgment and take responsible actions as a CRA representative during contact with the public, elected and appointed officials, developers, and City employees. Ability to establish and maintain effective working relationships with City staff.

**SPECIAL PREFERENCES**

- Master's degree in business administration, public administration, economics, urban planning, or a relevant area of study.
- Experience with capital projects, budgeting, and marketing. Knowledge of Community Redevelopment Agencies and how they function.

**PHYSICAL REQUIREMENTS**

Must be physically able to operate various items of office related equipment, such as, but not limited to, word processor, computer, calculator, multi-line telephone, typewriter, copier, and facsimile machine, etc. Work involves sitting and standing for long periods. Work involves frequent typing, walking and occasional bending, lifting, and stooping. Must be able to lift and carry weights of up to ten pounds.

**ENVIRONMENTAL REQUIREMENTS**

The noise level in the work environment is usually moderate. Some tasks may require an employee to be exposed to outside weather conditions, wet or humid conditions or both, and there is risk of electric shock, such as, but not limited to, those generated by equipment which is powered by electricity.

**EXHIBIT "B"**

**SERVICES**

During the term of the Agreement, the Director shall perform the services listed below:

1. Develop and present to the Board for its adoption, working goals and objectives of the CRA.

2. Develop and present to the Board for its adoption, policies and procedures for the operation of the CRA. These policies may include but are not limited to: a review of the downtown façade improvement policy, a housing assistance policy, green development policies, capital improvement projects and inclusionary zoning.

3. Develop and present to the Board an operational budget for the CRA.

4. Develop with the help of the Board a five (5) year strategic implementation plan for the CRA and/or facilitate an update to the CRA Plan.

5. Work closely with the City Manager and City staff to create non-monetary incentives that will encourage development within the City of Dania Beach.

6. Identify, meet, and confirm with commercial and housing developers and financiers on an ongoing basis in order to market opportunities available within the City and encourage the creation of new developments within the City.

7. Work with City planning staff to identify vacant parcels within the CRA which might be used for redevelopment purposes.

8. Meet with City staff in order to gain a thorough understanding of the City's planning efforts to date.

9. Meet with community groups and businesses on an ongoing basis and solicit their input on matters of development and redevelopment within the CRA.

10. Identify grants, loans and other resources that will aid the CRA in its redevelopment and revitalization efforts.

11. Identify, develop and present to the Board for adoption any amendments to existing CRA redevelopment plans which will assist in the redevelopment efforts of the CRA.

**EXHIBIT "C"**
**Benefits Summary**

Attached is an Employee Benefits Highlight Book for the City of Dania Beach with a summation of its contents below. This information is provided as a resource and reflects the City's current coverage offerings. Premiums, coverages, and benefit levels are subject to change annually and are not guaranteed.

Pension

The City participates in the Florida Retirement System (FRS). Employee and employer contributions are determined by the State of Florida. Additionally, the City has a Deferred Compensation 457 program which allows employees to defer pre-tax dollars into a retirement account. If elected at time of hire, the City offers a match amount of 1.8%.

Medical Insurance

The City offers a PPO medical insurance plan to eligible employees and their dependents with United Healthcare's Choice Plus Plan. The City pays 85% of the premium with the employee being responsible for the remaining 15%. The employee's current cost per pay period is as follows:

| | |
|---|---|
| Single: $54.40 | Family: $144.18 |

Dental Insurance

The City offers dental insurance to eligible employees and their dependents with Reliance Standard's Dental PPO Plan utilizing the Ameritas Network. The City pays 85% of the premium with the employee being responsible for the remaining 15%. The employee's current cost per pay period is as follows:

| | |
|---|---|
| Single: $2.20 | Family: $6.91 |

Vision Insurance

The City offers vision insurance to eligible employees and their dependents with Reliance Standard's Vision Plan utilizing the Eyemed Network. The City pays 85% of the premium with the employee being responsible for the remaining 15%. The employee's current cost per pay period is as follows:

| | |
|---|---|
| Single: $0.51 | Family: $1.22 |

Life Insurance

The City provides basic term life insurance in the amount of $100,000 to department heads through Reliance Standard at no cost to the employee. Additional insurance may be purchased by the employee in values of $10,000 up to $200,000 for the employee and up to $50,000 for the employee's spouse. Whole life policies with Trustmark are also available for purchase.

Other Benefits

The City offers a variety of other benefits to include flexible spending accounts, employer paid short-term disability, supplemental insurance through AFLAC, pre-paid legal and identity theft protection plans, and a free and confidential Employee Assistance Program (EAP) available to employees and their dependents 24/7.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

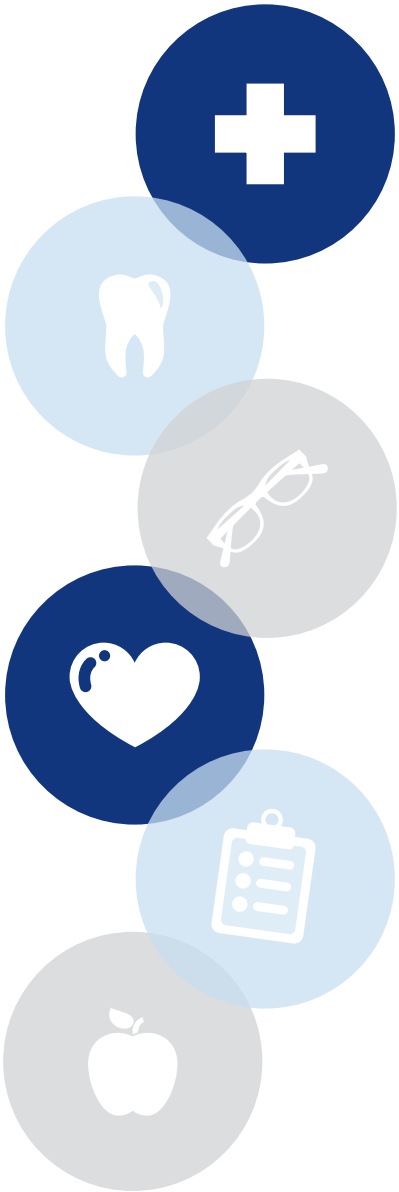
# 2018-2019
# EMPLOYEE BENEFIT HIGHLIGHTS

# Contact Information

| | | | |
|---|---|---|---|
| | **HR / Risk Management Director** | Paula Morrell | Phone: (954) 924-6800 Ext. 3608<br>Email: pmorrell@daniabeachfl.gov |
| | **Medical Insurance** | United Healthcare | Customer Service: (800) 357-0978<br>www.myuhc.com |
| | **Prescription Drug Coverage and Mail-Order Program** | Optum Rx Pharmacy | Customer Service: (800) 788-4863<br>www.myuhc.com |
| | **Dental Insurance** | Reliance Standard | Customer Service: (800) 497-7044<br>www.rsli.com/dental-vision |
| | **Vision Insurance** | Reliance Standard | Customer Service: (866) 665-8437<br>www.eyemedvisioncare.com |
| FSA | **Flexible Spending Accounts** | AmeriFlex | Customer Service: (888) 868-3539<br>www.myameriflex.com |
| | **Basic Life and AD&D Insurance** | Reliance Standard | Customer Service: (800) 351-7500<br>www.reliancestandard.com |
| | **Voluntary Life Insurance** | Reliance Standard | Customer Service: (800) 351-7500<br>www.reliancestandard.com |
| | **Short Term Disability Insurance** | The Maxon Companies | Customer Service: (800) 999-3309<br>www.maxonco.com |
| | **Employee Assistance Program** | Managed Care Concepts | Customer Service: (800) 899-3926<br>www.theemployeeassistanceprogram.com |
| | **Supplemental Insurance** | Aflac | Agent: Margaret Pearson<br>Phone: (561) 881-1964<br>Email: margaret_pearson@us.aflac.com<br>www.aflac.com |
| | | Trustmark | Customer Service: (800) 918-8877<br>www.trustmarksolutions.com |
| | **Preferred Legal and Identity Theft Plan** | Preferred Legal IdentityWorks℠ | Customer Service: (888) 577-3476<br>www.preferredlegal.com<br>Agent: Brian Samuels<br>Email: info@preferredlegal.com |

© 2016, Gehring Group, Inc., All Rights Reserved

# Table of Contents




Introduction ..... 1

Group Insurance Eligibility ..... 1-2

Qualifying Events and IRS Code Section 125 ..... 2

Medical Insurance ..... 3

Other Available Plan Resources ..... 3

Summary of Benefits and Coverage ..... 3

UHC Choice Plus Plan 002 At-A-Glance ..... 4

Dental Insurance ..... 5

Reliance Standard Dental PPO Plan At-A-Glance ..... 6

Vision Insurance ..... 7

Reliance Standard Vision Plan At-A-Glance ..... 8

Flexible Spending Account ..... 9-10

Basic Life and AD&D Insurance ..... 11

Voluntary Life Insurance ..... 11-12

Short Term Disability ..... 12

Supplemental Insurance ..... 13

Employee Assistance Program ..... 13

Preferred Legal and Identity Theft ..... 14

Notes ..... 14


This booklet is merely a summary of benefits. For a full description, refer to the plan document. Where conflict exists between this summary and the plan document, the plan document controls. The City of Dania Beach reserves the right to amend, modify or terminate the plan at any time. This booklet should not be construed as a guarantee of employment.

© 2016, Gehring Group, Inc., All Rights Reserved

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

# Introduction

The City of Dania Beach provides group insurance benefits to eligible employees. The Employee Benefit Highlights Booklet provides a general summary of the benefit options as a convenient reference. Please refer to the City's Personnel Policies and/or Certificates of Coverage for detailed descriptions of all available employee benefit programs and stipulations therein. If an employee requires further explanation or needs assistance regarding claims processing, please refer to the customer service phone numbers under each benefit description heading or contact Human Resources for further information.

# Group Insurance Eligibility

*The City's group insurance plan year is October 1 through September 30.*

## Employee Eligibility

Employees are eligible to participate in the City's insurance plans if they are full-time employees working a minimum of 30 or more hours per week over the City's measurement period. An employee who works 30 or more hours per week may not necessarily be considered full-time and should contact Human Resources for clarification on employment status and benefit eligibility. Coverage will be effective the first day of the month following 30 days of employment. For example: If an employee is hired on April 11, your coverage will be effective on June 1.

## Termination

If an employee separates employment from the City, insurance will continue through the end of the month in which the separation occurred. COBRA continuation of coverage may be available as applicable by law.

## Dependent Eligibility

A dependent is defined as the legal spouse and/or dependent child(ren) of the participant or the spouse. The term "child" includes any of the following:

- A natural child
- A stepchild
- A legally adopted child
- A newborn (up to age 18 months old) of a covered dependent (Florida)
- A child for whom legal guardianship has been awarded to the participant or the participant's spouse

## Dependent Age Requirements

**Medical Coverage:** A dependent child may be covered through the end of calendar year in which the child turns age 26. An over-age dependent may continue to be covered on the medical plan to the end of the calendar year in which the dependent reaches age 30, if the dependent meets the following requirements:

- Unmarried with no dependents; and
- A Florida resident, or full-time or part-time student; and
- Otherwise uninsured; and
- Not entitled to Medicare benefits under Title XVIII of the Social Security Act, unless the child is disabled.

**Dental and Vision Coverage:** Dependent children may be covered through the end of the calendar year in which the child turns age 26.

*Please see Taxable Dependents below if covering eligible over age dependents over age 26.*

## Disabled Dependents

Coverage for an unmarried dependent child may be continued beyond age 26 if:

- The dependent is physically or mentally disabled and incapable of self-sustaining employment (prior to age 26); and
- Primarily dependent upon the employee for support; and
- The dependent is otherwise eligible for coverage under the group medical plan; and
- The dependent has been continuously insured; and
- Coverage with the City began prior to age 26.

Proof of disability will be required upon request. Please contact Human Resources if further clarification is required.



© 2016, Gehring Group, Inc., All Rights Reserved

# Group Insurance Eligibility *(Continued)*

## Taxable Dependents

Employee covering adult child(ren) under employee's medical insurance plan may continue to have the related coverage premiums payroll deducted on a pre-tax basis through the end of the calendar year in which the child reaches age 26. Beginning January 1 of the calendar year in which the child reaches age 27 through the end of the calendar year in which the child reaches age 30, imputed income must be reported on the employee's W-2 for that entire tax year. Imputed income is the dollar value of insurance coverage attributable to covering the adult child. Note: There is no imputed income if an adult dependent child is eligible to be claimed as a dependent for Federal income tax purposes on the employee's tax return. Contact Human Resources for further details if covering an adult child who will turn 27 any time during the upcoming calendar year or for more information.

# Qualifying Events and IRS Code Section 125

## IRS Code Section 125

Premiums for medical, dental, vision insurance, contributions to Flexible Spending Accounts (FSA), and/or certain supplemental policies are deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code and are pre-taxed to the extent permitted. Under Section 125, changes to an employee's pre-tax benefits can be made ONLY during the Open Enrollment period unless the employee or qualified dependent(s) experience(s) a Qualifying Event and the request to make a change is made within 30 days of the qualifying event.

Under certain circumstances, employee may be allowed to make changes to benefit elections during the plan year, if the event affects the employee, spouse or dependent's coverage eligibility. An "eligible" qualifying event is determined by the Internal Revenue Code, Section 125. Any requested changes must be consistent with and due to the Qualifying Event.

**Examples of Qualifying Events:**

- Employee gets married or divorced
- Birth of a child
- Employee gains legal custody or adopts a child
- Employee's spouse and/or other dependent(s) die(s)
- Employee, employee's spouse or dependent(s) terminate or start employment
- An increase or decrease in employees work hours causes eligibility or ineligibility
- A covered dependent no longer meets eligibility criteria for coverage
- A child gains or loses coverage with an ex-spouse
- Change of coverage under an employer's plan
- Gain or loss of Medicare coverage
- Losing eligibility for coverage under a State Medicaid or CHIP (including Florida Kid Care) program (60 day notification period)
- Becoming eligible for State premium assistance under Medicaid or CHIP (60 day notification period)

### IMPORTANT NOTES

If employee experiences a qualifying event, **Human Resources must be contacted within 30 days of the qualifying event** to make the appropriate changes to employee's coverage. Beyond 30 days, requests will be denied and employee may be responsible, both legally and financially, for any claim and/or expense incurred as a result of employee or dependent who continues to be enrolled but no longer meets eligibility requirements. If approved, changes will be effective on the first of the month following the latter, date of the Qualifying Event or date written request for change in coverage is received by Human Resources. Newborns are effective on the date of birth. Cancellations will be processed at the end of the month. In the event of death, coverage terminates the date following the death. Employee may be required to furnish valid documentation supporting a change in status or "Qualifying Event."

© 2016, Gehring Group, Inc., All Rights Reserved

# Medical Insurance

The City offers medical insurance through United Healthcare to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the medical plan please refer to United Healthcare's Summary of Benefits and Coverage (SBC) document or contact United Healthcare's customer service.

### Medical Insurance – UHC Choice Plus Plan 002

26 Payroll Deductions - Per Pay Period Cost

| Tier of Coverage | Employee Cost |
|---|---|
| Employee Only | $54.40 |
| Employee + Family | $144.18 |

# Other Available Plan Resources

United Healthcare offers all enrolled employees and dependents additional services and discounts through value added programs. For more details regarding other available plan resources, please refer to your Summary of Benefits and Coverage document or contact United Healthcare's customer service.

**United Healthcare** | Customer Service: (800) 357-0978 | www.myuhc.com

## Summary of Benefits and Coverage

A Summary of Benefits & Coverage (SBC) for the Medical Plan is provided as a supplement to this booklet being distributed to new hires and existing employees during Open Enrollment. The summary is an important item in understanding employee's benefit options. A free paper copy of the SBC document may be requested or is also available as follows:

| | |
|---|---|
| **From:** | Human Resources |
| **Address:** | 100 West Dania Beach Blvd.<br>Dania Beach, FL 33004 |
| **Phone:** | (954) 924-6800 Ext. 3608 |
| **Email:** | pmorrell@daniabeachfl.gov |

The SBC is only a summary of the plan's coverage. A copy of the plan document, policy, or certificate of coverage should be consulted to determine the governing contractual provisions of the coverage. A copy of the group certificate of coverage can be reviewed and obtained by contacting Human Resources or by logging into the employee intranet site.

If employees have any questions about the plan offerings or coverage options, please contact Human Resources at (954) 924-6806.



© 2016, Gehring Group, Inc., All Rights Reserved

# UHC Choice Plus Plan 002 At-A-Glance

| Network | United Healthcare Choice Plus | |
|---|---|---|
| **Calendar Year Deductible (CYD)** | **In-Network** | **Out-of-Network*** |
| Single | $250 | $500 |
| Family | $500 | $1,000 |
| **Coinsurance** | | |
| Member Responsibility | 10% | 30% |
| **Calendar Year Out-of-Pocket Limit** | | |
| Single | $2,500 | $5,000 |
| Family | $5,000 | $10,000 |
| What Applies to the Out-of-Pocket Limit? | Deductible, Coinsurance, and Copays (Includes Rx) | |
| **Physician Services** | | |
| Primary Care Physician *(PCP)* Office Visit | $15 Copay | 30% After CYD |
| Specialist Office Visit | $30 Copay | 30% After CYD |
| **Non-Hospital Services; Freestanding Facility** | | |
| Clinical Lab *(Blood Work)*: LabCorp** | Covered at 100% | 30% After CYD |
| X-rays | Covered at 100% | 30% After CYD |
| Advanced Imaging *(MRI, PET, CT)* | $100 Copay | 30% After CYD |
| Outpatient Surgery in Surgical Center | $100 Copay | 30% After CYD |
| Physician Services at Surgical Center | 10% After CYD | 30% After CYD |
| Urgent Care *(Per Visit)* | $50 Copay | 30% After CYD |
| **Hospital Services** | | |
| Inpatient Hospital *(Per Admission)* | 10% After CYD | 30% After CYD |
| Outpatient Hospital *(Per Visit)* | $100 Copay | 30% After CYD |
| Physician Services at Hospital | 10% After CYD | 30% After CYD |
| Emergency Room *(Per Visit; Waived if Admitted)* | $125 Copay | $125 Copay |
| **Mental Health/Alcohol & Substance Abuse** | | |
| Inpatient Hospitalization *(Per Admission)* | 10% After CYD | 30% After CYD |
| Outpatient Services *(Per Visit)* | $15 Copay | 30% After CYD |
| **Prescription Drugs** *(Rx)* | | |
| Tier 1 | $10 Copay | |
| Tier 2 | $35 Copay | |
| Tier 3 | $60 Copay | |
| Mail Order Drug *(90 Day Supply)* | 2.5x Retail Copay | Not Covered |

## Locate a Provider

To search for a participating provider, contact United Healthcare's customer service or visit www.myuhc.com. When completing the necessary search criteria, select Choice Plus network.

## Plan References

***Out-of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by an out-of-network provider for services rendered, please refer to the plan's Summary of Benefits and Coverage document.*

***LabCorp is the preferred lab for bloodwork through United Healthcare. When using a lab other than LabCorp, please confirm they are contracted with United Healthcare's Choice Plus Network prior to receiving services.*

© 2016, Gehring Group, Inc., All Rights Reserved

# Dental Insurance

## Reliance Standard DPPO Plan

The City offers dental insurance through Reliance Standard to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the dental plan, please refer to the carrier's summary plan document or contact Reliance Standard's customer service.

### Dental Insurance – Reliance Standard Dental PPO Plan

26 Payroll Deductions - Per Pay Period Cost

| Tier of Coverage | Employee Cost |
|---|---|
| Employee Only | $2.20 |
| Employee + Family | $6.91 |

### In-Network Benefits

The DPPO plan provides benefits for services received from in-network and out-of-network providers. It is also an open-access plan which allows for services to be received from any dental provider without having to select a Primary Dental Provider (PDP) or obtain a referral to a specialist. The network of participating dental providers the plan utilizes is the Reliance Standard Access network. These participating dental providers have contractually agreed to accept Reliance Standard's contracted fee or "allowed amount." This fee is the maximum amount a Reliance Standard's dental provider can charge a member for a service. The member is responsible for a Calendar Year Deductible (CYD) and then coinsurance based on the plan's charge limitations.

### Out-of-Network Benefits

Out-of-network benefits are used when member receives services by a non-participating Reliance Standard provider. Reliance Standard reimburses out-of-network services based on what it determines as the Maximum Reimbursable Charge (MRC). The MRC is defined as the most common charge for a particular dental procedure performed in a specific geographic area. If services are received from an out-of-network dentist, the member may be responsible for balance billing. Balance billing is the difference between the Reliance Standard's MRC and the amount charged by the out-of-network provider dentist. Balance billing is in addition to any applicable plan deductible or coinsurance responsibility.

### Calendar Year Deductible

The DPPO plan requires a $50 individual or a $150 family deductible to be met for in-network or out-of-network services before most benefits will begin. The deductible is waived for preventive services and orthodontia.

### Calendar Year Benefit Maximum

The maximum benefit (coinsurance) the DPPO plan will pay for each covered member is $2,000 for in-network and out-of-network services combined per calendar year. All services, including preventive services, accumulate towards the benefit maximum. Once the plan's benefit maximum is met, the member will be responsible for future charges until next calendar year.

**Reliance Standard**
Customer Service: (800) 497-7044 | www.rsli.com/dental-vision


© 2016, Gehring Group, Inc., All Rights Reserved

# Reliance Standard Dental PPO Plan At-A-Glance

| Network | Access | |
|---|---|---|
| **Calendar Year Deductible (CYD)** | **In-Network** | **Out-of-Network*** |
| Per Member | $50 | |
| Per Family | $150 | |
| Waived for Class I Services? | Yes | |
| **Calendar Year Benefit Maximum** | | |
| Per Member | $2,000 | |
| **Class I Services: Diagnostic & Preventive Care** | | |
| Routine Oral Exam *(1 in 6 Months)* | Plan Pays: 100%<br>Deductible Waived | Plan Pays: 100%<br>Deductible Waived<br>*(Subject to Balance Billing)* |
| Routine Cleanings *(1 in 6 Months)* | | |
| Bitewing X-rays *(1 in 6 Months)* | | |
| Complete X-rays *(1 Every 3 Calendar Years)* | | |
| **Class II Services: Basic Restorative Care** | | |
| Fillings | Plan Pays: 80%<br>After CYD | Plan Pays: 80%<br>After CYD<br>*(Subject to Balance Billing)* |
| Simple Extractions | | |
| Endodontics *(Root Canal Therapy)* | | |
| Oral Surgery | | |
| Periodontal Services | | |
| Anesthetics | | |
| **Class III Services: Major Restorative Care** | | |
| Crowns | Plan Pays: 50%<br>After CYD | Plan Pays: 50%<br>After CYD<br>*(Subject to Balance Billing)* |
| Bridges | | |
| Dentures | | |
| **Class IV Services: Orthodontia** | | |
| Lifetime Maximum | $1,000 | |
| Benefit *(Dependent Children Up To Age 19)* | Plan Pays: 50%;<br>No Deductible | Plan Pays: 50%;<br>No Deductible<br>*(Subject to Balance Billing)* |

## Locate a Provider

To search for a participating provider, contact Reliance Standard's customer service or visit www.rsli.com/dental-vision. When completing the necessary search criteria, select "Access" network.

## Plan References

****Out-of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by an out-of-network provider, please refer to the Out-of-Network Benefits section on the previous page.*

## Important Notes

- *Each covered family member may receive up to one (1) routine cleaning every six (6) months.*
- *For any dental work expected to cost $200 or more, the plan will provide a "Pre-Determination of Benefits" upon the request of the dental provider. This will assist with determining approximate out-of-pocket costs should employee have the dental work performed.*
- *Waiting periods and age limitations may apply.*
- *Late entrant provisions may apply.*
- *Benefit frequency limitations may apply to certain services.*

© 2016, Gehring Group, Inc., All Rights Reserved

# Vision Insurance

## Reliance Standard Vision Plan

The City offers vision insurance through Reliance Standard to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the vision plan, please refer to the carrier's summary plan document or contact Reliance Standard's customer service.

### Vision Insurance – Reliance Standard Vision Plan

26 Payroll Deductions - Per Pay Period Cost

| Tier of Coverage | Employee Cost |
|---|---|
| Employee Only | $0.51 |
| Employee + Family | $1.22 |

### In-Network Benefits

The vision plan offers employees and covered dependent(s) coverage for routine eye care, including eye exams, eyeglasses (lenses and frames) or contact lenses. To schedule an appointment, covered employee and dependent(s) can select any network provider who participates in the EyeMed Access network. At the time of service, routine vision examinations and basic optical needs will be covered as shown on the plan's schedule of benefits. Cosmetic services and upgrades will be additional if chosen at the time of the appointment.

### Out-of-Network Benefits

Employee and covered dependent(s) may choose to receive services from vision providers who do not participate in the EyeMed Access network. When going out of network, the provider will require payment at the time of appointment. Reliance Standard will then reimburse based on the plan's out-of-network reimbursement schedule upon receipt of proof of services rendered.

### Calendar Year Deductible

There is no calendar year deductible.

### Calendar Year Out-of-Pocket Maximum

There is no out-of-pocket maximum. However, there are benefit reimbursement maximums for certain services.

**Reliance Standard**

Customer Service: (866) 665-8437 | www.eyemedvisioncare.com



© 2016, Gehring Group, Inc., All Rights Reserved

# Reliance Standard Vision Plan At-A-Glance

| Network | EyeMed Access | |
|---|---|---|
| **Services** | **In-Network** | **Out-of-Network** |
| Eye Exam | $15 Copay | Up to $35 Reimbursement |
| **Frequency of Services** | | |
| Examination | 12 Months | |
| Lenses | 12 Months | |
| Frames | 12 Months | |
| Contact Lenses | 12 Months | |
| **Lenses** | | |
| Single | Covered at 100% After $15 Materials Copay | Up to $25 Reimbursement |
| Bifocal | | Up to $40 Reimbursement |
| Trifocal | | Up to $55 Reimbursement |
| **Frames** | | |
| Allowance | Up to $100 Retail Allowance | Up to $45 Reimbursement |
| **Contact Lenses*** | | |
| **Non-Elective** *(Medically Necessary)* | Covered at 100% After $15 Materials Copay | Up to $200 Reimbursement |
| **Elective** *(Fitting, Follow-up & Lenses)* | Up to $115 Retail Allowance After $15 Materials Copay | Up to $92 Reimbursement |

## Locate a Provider

To search for a participating provider, contact Reliance Standard's customer service or visit www.eyemedvisioncare.com. When completing the necessary search criteria, select "Access" network.

## Plan References

**Contact lenses are in lieu of spectacle lenses and a frame.*

## Important Notes

*The network provider copay will apply once, if frames and lenses are purchased at the same time.*

© 2016, Gehring Group, Inc., All Rights Reserved

# Flexible Spending Account

The City offers Flexible Spending Accounts (FSA) administered through AmeriFlex. The FSA plan year is January 1 to December 31.

If employee or family member(s) has predictable health care or work-related day care expenses, then employee may benefit from participating in an FSA. An FSA allows employee to set aside money from employee's paycheck for reimbursement of health care and day care expenses they regularly pay. The amount set aside is not taxed and is automatically deducted from employee's paycheck and deposited into the FSA. During the year, the employee has access to this account for reimbursement of some expenses not covered by insurance. Participation in an FSA allows for substantial tax savings and an increase in spending power. Participating employee must re-elect the dollar amount they wish to have deducted each plan year. There are two (2) types of FSAs:

## Health Care FSA

This account allows participant to set aside up to an annual maximum of $2,650. This money will not be taxable income to the participant and can be used to offset the cost of a wide variety of eligible medical expenses that generate out-of-pocket costs. Participating employee can also receive reimbursement for expenses related to dental and vision care (that are not classified as cosmetic).

Examples of common expenses that qualify for reimbursement are listed below.

***Please Note: The entire Health Care FSA election is available for use on the first day coverage is effective.***

## Dependent Care FSA

This account allows participants to set aside up to an annual maximum of $5,000 if the participating employee is single or married and files a joint tax return ($2,500 if married and file a separate tax return) for work-related day care expenses. Qualified expenses include day care centers, preschool, and before/after school care for eligible children and adults.

Please note that if a family's income is over $20,000, this reimbursement option will likely save participants more money than the dependent day care tax credit taken on a tax return. To qualify, dependents must be:

- A child under the age of 13, or
- A child, spouse or other dependent that is physically or mentally incapable of self-care and spends at least eight (8) hours a day in the participant's household.

***Please Note: Unlike the Health Care FSA, reimbursement is only up to the amount that has been deducted from the participant's paycheck for the Dependent Care FSA.***

## A sample list of qualified expenses eligible for reimbursement include, but not limited to, the following:

- ✓ Ambulance Service
- ✓ Chiropractic Care
- ✓ Dental and Orthodontic Fees
- ✓ Diagnostic Tests/Health Screenings
- ✓ Physician Fees and Office Visits
- ✓ Drug Addiction/Alcoholism Treatment
- ✓ Experimental Medical Treatment
- ✓ Corrective Eyeglasses and Contact Lenses
- ✓ Hearing Aids and Exams
- ✓ Injections and Vaccinations
- ✓ LASIK Surgery
- ✓ Mental Health Care
- ✓ Nursing Services
- ✓ Optometrist Fees
- ✓ Prescription Drugs
- ✓ Sunscreen SPF 15 or Greater
- ✓ Wheelchairs

***Log on to http://www.irs.gov/publications/p502/index.html for additional details regarding qualified and non-qualified expenses.***



© 2016, Gehring Group, Inc., All Rights Reserved

# Flexible Spending Account *(Continued)*

## FSA Guidelines

- The Health Care FSA allows a grace period at the end of the plan year (January 1- March 15). The grace period allows additional time to incur claims and use any unused funds on eligible expenses after the plan year ends. Once the grace period ends, any unused funds still remaining in the account will be forfeited.
- When a plan year ends and all claims have been filed, all unused funds will be forfeited and not returned.
- Employee can enroll in either or both of the FSAs only during the Open Enrollment period, a Qualifying Event, or New Hire Eligibility period.
- Money cannot be transferred between FSAs.
- Reimbursed expenses cannot be deducted for income tax purposes.
- Employee and dependent(s) cannot be reimbursed for services not received.
- Employee and dependent(s) cannot receive insurance benefits or any other compensation for expenses reimbursed through an FSA.
- Domestic Partners are not eligible as federal law does not recognize them as a qualified dependent.

## Filing a Claim

### Claim Form

A completed claim form along with a copy of the receipt as proof of the expense can be submitted by mail or fax. The IRS requires FSA participants to maintain complete documentation, including copies of receipts for reimbursed expenses, for a minimum of one (1) year.

### Debit Card

FSA participant can receive an AmeriFlex debit card for payment of eligible expenses. With the card, most qualified services and products can be paid at the point of sale versus paying out-of-pocket and requesting reimbursement. The debit card is accepted at a number of medical providers and facilities, and most pharmacy retail outlets. AmeriFlex may request supporting documentations for expenses paid with a debit card. Failure to provide supporting documentation when requested, may result in suspension of the card and account until funds are substantiated or refunded back to the City. Please keep the issued card for use next year. Additional or replacement cards may be requested, however, a small fee may apply.

## HERE'S HOW IT WORKS!

An employee earning $30,000 elects to place $1,000 into a Health Care FSA. The payroll deduction is $38.46 based on a 26 pay period schedule. As a result, the insurance premiums and health care expenses are paid with tax-free dollars, giving the employee a tax savings of $227.

| | With a Health Care FSA | Without a Health Care FSA |
|---|---|---|
| Salary | $30,000 | $30,000 |
| FSA Contribution | - $1,000 | - $0 |
| Taxable Pay | $29,000 | $30,000 |
| Estimated Tax 22.65% = 15% + 7.65% FICA | - $6,568 | - $6,795 |
| After Tax Expenses | - $0 | - $1,000 |
| Spendable Income | $22,432 | $22,205 |
| **Tax Savings** | **$227** | |

***Please Note:*** *Be conservative when estimating medical and/or dependent care expenses. IRS regulations state, any unused funds remaining in employee's FSA after a plan year ends and after all claims have been filed, cannot be returned or carried forward to the next plan year.* ***This rule is known as "use it or lose it."***

**Claims Processing Address** | AmeriFlex Claims Dept.
PO Box 269009, Plano, TX 75026
Fax: (888) 631-1038 | Email: claims@myameriflex.com

**AmeriFlex** | Customer Service: (888) 868-3539 | www.myameriflex.com

© 2016, Gehring Group, Inc., All Rights Reserved

# Basic Life and AD&D Insurance

## Basic Term Life

The City provides Basic Term Life insurance for all eligible employees at no cost through Reliance Standard.

- Full-time employee with less than one year of service will receive coverage in an amount equal to one (1) time the annual salary, up to a maximum of $50,000.
- Full-time employee with more than one year of service will receive coverage in an amount equal to two (2) times the annual salary, up to a maximum of $50,000.

## Accidental Death & Dismemberment

Also, at no cost to the employee, the City provides Accidental Death & Dismemberment (AD&D) Insurance, which pays in addition to the Basic Term Life benefit when death occurs as a result of an accident. The AD&D benefit amount equals the Basic Term Life benefit, partial benefits may also be payable.

***Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Human Resources.***

**Reliance Standard**
Customer Service: (800) 351-7500 | www.reliancestandard.com

# Voluntary Life Insurance

## Voluntary Employee Life

Eligible employee may elect to purchase additional Life insurance on a voluntary basis through Reliance Standard. This coverage may be purchased in addition to the Basic Term Life and AD&D coverage. Voluntary Life insurance offers coverage for the employee, spouse and/or child(ren) at different benefit levels.

New Hires can purchase Voluntary Employee Life insurance without having to go through Medical Underwriting, also known as Evidence of Insurability (EOI), **up to the Guaranteed Issue amount of $150,000.**

- Units can be purchased in increments of $10,000 up to a maximum of $200,000.
- Benefit amounts reduce by 50% at age 70 based on the plan's age reduction schedule.
- Premium Calculation:
  Elected Coverage ÷ $1,000 x Employee Rate (See Rate Table)
  x 12 Months ÷ 26 Annual Deductions = Per Pay Cycle Premium

## Voluntary Spouse Life Insurance

New Hires can purchase Voluntary Spouse Life insurance without having to go through Medical Underwriting, also known as Evidence of Insurability (EOI), **up to the Guaranteed Issue amount of $30,000.**

- Employee must participate in Voluntary Employee Life plan for spouse to participate.
- Units can be purchased in increments of $5,000, not to exceed a maximum of $50,000
- Coverage cannot exceed 50% of the employee's voluntary Life coverage amount.
- Spouse life insurance coverage will be reduced by the same age reduction schedule as the employee.
- Premium Calculation:
  Elected Coverage ÷ $1,000 x Employee Rate (See Rate Table)
  x 12 Months ÷ 26 Annual Deductions = Per Pay Cycle Premium

***Always remember to keep beneficiary information updated. Beneficiary information may be updated at anytime through Human Resources.***

**Reliance Standard**
Customer Service: (800) 351-7500 | www.reliancestandard.com


© 2016, Gehring Group, Inc., All Rights Reserved

# Voluntary Life Insurance *(Continued)*

## Voluntary Dependent Child(ren) Life Insurance

- Employee must participate in Voluntary Employee Life plan for dependent child(ren) to participate.
- Coverage may be purchased for children age 14 days to six (6) months in the amount of $500.
- Coverage may be purchased for children age six (6) months to the end of the calendar year the child reaches age 20 (age 26 if a full-time student) in the amount of $5,000.

### Voluntary Life Rate Table

Rate Per $1,000 of Benefit

| Age Bracket *(Based On Employee Age)* | Voluntary Life Rate |
|---|---|
| ≤ 29 | $0.09 |
| 30-34 | $0.10 |
| 35-39 | $0.14 |
| 40-44 | $0.21 |
| 45-49 | $0.38 |
| 50-54 | $0.58 |
| 55-59 | $0.94 |
| 60-64 | $1.07 |
| 65-69 | $1.51 |
| ≥ 70 | $3.52 |

**Reliance Standard**
Customer Service: (800) 351-7500 | www.reliancestandard.com

# Short Term Disability

The City provides Short Term Disability (STD) Insurance to all eligible employees through The Maxon Companies at no cost to the employee. The STD benefit pays employee a percentage of the weekly earnings if employee becomes disabled due to an illness or non-work related injury.

## STD Plan Highlights

- Employees may select from three options of coverage:
  - **Option 1:** This election offers a benefit of 50% of the employee's weekly earnings, subject to a maximum of $300 per week. An employee must be ill for 7 days prior to benefits being payable(known as the elimination period); benefits pay immediately for a non-work related injury. The maximum benefit period is 25 weeks for illness and 26 weeks for a non-work related injury.
  - **Option 2:** This election offers a benefit of 50% of the employee's weekly earnings, subject to a maximum of $300 per week. An employee must be disabled due to illness or a non-work related injury for 30 days prior to benefits being payable (known as the elimination period). Payments will commence on the 31st day. The maximum benefit period is 52 weeks for illness and for a non-work related injury.
  - **Option 3:** This election offers a benefit of 60% of the employee's weekly earnings, subject to a maximum of $400 per week. An employee must be disabled due to illness or a non-work related injury for 90 days prior to benefits being payable (known as the elimination period). Payments will commence on the 91st day. The maximum benefit period is 52 weeks for illness and for a non-work related injury.
- Benefits may be reduced by other income.

If a covered employee incurs loss of earnings due to total disability as the result of a covered illness or non-work related injury, while covered hereunder, the employee shall be entitled to weekly income benefits. Benefits are payable only if the employee is not receiving any wages (including sick,vacation, etc.) from the City or any other employer.

**The Maxon Companies (TPA)**
Customer Service: (800) 999-3309 | www.maxonco.com

© 2016, Gehring Group, Inc., All Rights Reserved

# Supplemental Insurance

Aflac offers a variety of voluntary supplemental insurance plans that may be purchased separately on a voluntary basis and premiums paid by payroll deduction. Aflac pays money directly to the employee, regardless of what other insurance plans the employee may have.

Available Aflac plans include:

- ✓ Critical Care and Recovery
- ✓ Hospital Advantage
- ✓ Cancer Care
- ✓ Short Term Disability

To learn more about these Aflac plans and/or schedule a personal appointment, contact Dania Beach's Aflac Agent, Margaret Pearson.

**Aflac** | Customer Service: (561) 881-1964 | www.aflac.com
**Agent:** Margaret Pearson | Phone: (561) 981-1964
Email: margaret_pearson@us.aflac.com

# Supplemental Insurance

Trustmark offers a Permanent Life Insurance Plan that may be purchased separately on a voluntary basis for the employee, spouse, minor children and grandchildren with premiums paid by payroll deductions post tax. The Permanent Life Insurance Plan can be purchased as a supplement to the group term and optional term life insurance offered by the City. The voluntary whole life coverage is also portable, even when an employee changes jobs or retires, as long as the employee pays the necessary premium needed to continue the policy.

To learn more about the Trustmark Life Insurance plan or to schedule an appointment, contact the City's local Trustmark Agent, Arthur Hoffman.

**Trustmark**
Customer Service: (800) 918-8877 | www.trustmarksolutions.com
**Agent:** Arthur Hoffman | Phone: (954) 609-4924
Email: artiehoffman@bellsouth.net

# Employee Assistance Program

The City cares about the well-being of all employees on and off the job and provides, at no cost, a comprehensive Employee Assistance Program (EAP) through Managed Care Concepts. EAP offers employee and each family member access to licensed mental health professionals through a confidential program protected by State and Federal laws. EAP is available to help employee gain a better understanding of problems that affect them, locate the best professional help for a particular problem, and decide upon a plan of action. EAP counselors are professionally trained and certified in their fields and available 24 hours a day, seven (7) days a week.

## What is an Employee Assistance Program (EAP)?

An Employee Assistance Program offers covered employees and family members free and convenient access to a range of confidential and professional services to help address a variety of problems that may negatively affect employee or family member's well-being. Coverage includes eight (8) face-to-face, visits with a specialist, per person, per issue per year, telephonic consultation, online material/tools and webinars. EAP offers counseling services on issues such as:

- ✓ Child Care Resources
- ✓ Legal Resources
- ✓ Grief and Bereavement
- ✓ Stress Management
- ✓ Depression and Anxiety
- ✓ Work Related Issues
- ✓ Adult & Elder Care Assistance
- ✓ Financial Resources
- ✓ Family and/or Marriage Issues
- ✓ Substance Abuse

## Are Services Confidential?

Yes. Receipt of EAP services are completely confidential. If, however, participation in the EAP is the direct result of a Management Referral (a referral initiated by a supervisor), we will ask permission to communicate certain aspects of the employee's care (attendance at sessions, adherence to treatment plans, etc.) to the referring supervisor. The referring supervisor will not receive specific information regarding the referred employee's case. The supervisor will only receive reports on whether the referred employee is complying with the prescribed treatment plan.

**Managed Care Concepts** | Customer Service: (800) 899-3926
www.theemployeeassistanceprogram.com


© 2016, Gehring Group, Inc., All Rights Reserved

# Preferred Legal and Identity Theft

The City offers employees the opportunity to participate in legal and/or identity theft plan(s) through Preferred Legal Plan. By enrolling in the legal plan, participant and family have direct access to a nationwide network of attorneys who will provide legal assistance for a variety of situations. The plan provides assistance, but is not limited to the following benefits:

- ✓ Divorce
- ✓ Bankruptcy
- ✓ Personal Injury
- ✓ Traffic Tickets
- ✓ Real Estate
- ✓ Wills
- ✓ Probate
- ✓ Immigration

**Preferred Legal Plan**
Customer Service: (888) 577-3476 | www.preferredlegal.com

The City employees have the opportunity to enroll in a voluntary identity theft protection/credit monitoring service through IdentityWorks℠, a part of Experian™.

| | Individual | Family |
|---|---|---|
| **Preferred Legal Plan** | $9.95 | $9.95 |
| **Identity Works** | $7.00 | $14.00 |
| **Preferred Legal & Identity Works** | $16.95 | $23.95 |

By enrolling in this plan as an add-on benefit to the Preferred Legal Plan or as a stand alone benefit, a participant will have the following benefits:

- Early warning Surveillance Alert™ notifications via email or mobile text.
- Credit report monitoring checks for new credit cards, loans, inquiries, delinquent accounts and more on a member's credit report.
- Change of address monitoring checks for address changes at the account level that could indicate criminal activity.
- Lost wallet protection
- Monthly email notifications of "all clear" or other status.
- $1,000,000 Identity Theft Insurance with a $0 deductible may cover illegal electronic fund transfers, lost wages, legal fees and private investigator costs.
- Identity Theft Resolution Agents help resolve potential identity theft from start to finish.
- A complete personal Experian℠ credit report so members can check for inaccurate information that may be a sign of past identity theft.
- Additional resources so consumers can learn more about identity protection.

**IdentityWorks℠, a part of Experian™**
Customer Service: (888) 577-3476 | www.preferredlegal.com

© 2016, Gehring Group, Inc., All Rights Reserved

# Notes

Use this section to make notes regarding personal benefit plans or to keep track of important information such as doctors' names and addresses or prescription medications.



© 2016, Gehring Group, Inc., All Rights Reserved

# Notes

Use this section to make notes regarding personal benefit plans or to keep track of important information such as doctors' names and addresses or prescription medications.

© 2016, Gehring Group, Inc., All Rights Reserved

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

GEHRING® GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

4200 Northcorp Parkway, Suite 185
Palm Beach Gardens, Florida 33410
Toll Free: (800) 244-3696 | Fax: (561) 626-6970
www.gehringgroup.com

© 2016, Gehring Group, Inc., All Rights Reserved

FINAL
Last Modified: August 22, 2018 6:04 PM