

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, MARCH 12, 2019 - 7:00 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.
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1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Administration of oath to City Manager Ana M. Garcia
2. Presentation of Artist Spotlight (Atrium Gallery) by J.D. Louis - Requested by Commissioner James
3. Special Event Request from Marine Industries Association of South Florida for their "23rd Annual Plywood Regatta" to be held on April 6-7, 2019, at the north end of the Marina from 8:00 a.m. - 6:00 p.m. on Saturday and from 8:00 a.m. - 4:00 p.m. on Sunday. The applicant is requesting waiver of parking fees for volunteers.

4. PROCLAMATIONS

1. Women's History Month - Mayor Lewellen

5. 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.

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of February 26, 2019 City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2019-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A MASTER SPONSORED RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY; APPROVING THE MOBILITY STUDY SCOPE OF SERVICES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$116,800.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2019-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA PERTAINING TO ADVANCE APPROVAL TO PROCEED WITH A BID ADVERTISEMENT FOR A PUBLIC PRIVATE PARTNERSHIP FOR THE CITY CENTER REDEVELOPMENT PROJECT CONSISTING OF A MIXED-USE DEVELOPMENT WITH PUBLIC AND PRIVATE FACILITIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2019-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, AS A SUB-RECIPIENT FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM THROUGH THE BROWARD SHERIFF'S OFFICE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2019-025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE 43rd and 44th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND BROWARD

COUNTY IN THE AMOUNT OF THREE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS (\$326,155.00) TO PROVIDE FUNDING FOR A SOLAR STREET LIGHT IMPROVEMENT PROJECT; REQUESTING CITY COMMISSION APPROVAL TO ADVERTISE THE PROJECT FOR BIDS; PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2019-026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE HOUSE BILL 3; REQUESTING THE BROWARD LEAGUE OF CITIES EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE MEMBERS OF THE BROWARD COUNTY LEGISLATIVE DELEGATION, AND OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2019-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH SAGARIS CORP. FOR THE PUBLIC RESTROOM RENOVATION – INTERIOR RENOVATION AND EXTERIOR IMPROVEMENTS PROJECT RELATED TO CITY INVITATION TO BID (“ITB”) NO. 18-012 IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTEEN THOUSAND DOLLARS (\$218,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

2. RESOLUTION NO. 2019-028

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH STANFORD & SONS TRUCKING CORPORATION FOR THE OASIS XV INSTALLATION OF BIKE LANE, SIGNS AND SOLAR LIGHTS PROJECT RELATED TO CITY INVITATION TO BID (“ITB”) NO. 18-011 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY FOUR THOUSAND ONE HUNDRED SEVENTY SEVEN DOLLARS AND EIGHTY CENTS (\$174,177.080); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2019-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING PART 7, “CODE ADMINISTRATION,” ARTICLE 725, “DEFINITIONS,” SECTION 725-30, “TERMS DEFINED;” PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

2. RESOLUTION NO. 2019-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-12-19) SUBMITTED BY SHUTTS & BOWEN LLP, ON BEHALF OF PROPERTY OWNERS LAS OLAS STUDIOS, INC. AND INDUSTRY CONSULTING GROUP, INC. FOR PROPERTY LOCATED AT 300 E. DANIA BEACH BOULEVARD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. DISCUSSION AND POSSIBLE ACTION

1. Modification of City Hall Atrium - Vice-Mayor Odman
2. Schedule City Commission Summer Break
3. Schedule training for new parliamentary system

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Harris
3. Commissioner James
4. Vice-Mayor Odman
5. Mayor Lewellen

12. APPOINTMENTS

1. Airport Advisory Board
Commissioner Harris - 2 appointments
Commissioner James - 2 appointments

2. Marine Advisory Board
Commissioner Brandimarte - 1 appointment
Commissioner James - 1 appointment
3. Parks, Recreation and Community Affairs Advisory Board
Vice-Mayor Odman - 1 appointment

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders

Tuesday, March 26, 2019 - 7:00 p.m.
Tuesday, April 9, 2019 - 5:30 p.m.
Tuesday, April 9, 2019 - 7:00 p.m.

City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event Request from Marine Industries Association of South Florida for their “23rd Annual Plywood Regatta” to be held on April 6-7, 2019, at the north end of the Marina from 8:00 a.m. - 6:00 p.m. on Saturday and from 8:00 a.m. - 4:00 p.m. on Sunday. The applicant is requesting waiver of parking fees for volunteers.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to CM - 23rd Annual Plywood Regatta, 23rd Annual Plywood Regatta Special Events Application, 23rd Annual Plywood Regatta Site Plan



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

TO: Colin Donnelly, Assistant City Manager

FROM: Eric Brown, Parks & Recreation Director

DATE: February 12, 2019

SUBJECT: 23rd Annual Plywood Regatta

EVENT(S): April 6-7, 2019

A Special Event is requested by the Marine Industries Association of South Florida to have the "23rd Annual Plywood Regatta". This event will be held on the North end of the Marina on April 6 and 7, 2019, from 8 a.m. to 6 p.m. and from 8 a.m. to 4 p.m., respectively. This two-day event introduces the youth and the community to the craft of boat building as well as a fundraiser for the marine industry education programs.

The applicant is requesting the following: Parking fees waived for all volunteers.

Applicant will pay for necessary services recommended below.

Recommendation: Approval with the compliance of the conditions noted below:

Staff	Comments/Conditions	
BSO Fire Dept. -Fire Prevention Officer Duncell	<i>See attached Fire Review</i> <i>No concerns raised.</i>	
BSO Police Dept. -Lt. Stallings	No concerns raised.	
Code Enforcement -Eric Walton	No parking issues at this time, attendees need to pay meters and they can provide volunteers a pass to be put on the dash of the vehicle but, I would need to view it for approval first.	
Community Dev. - Jack Fisher	Building Permits are required for Electrical (generator), Plumbing (port-o-potties), and Building (tents).	
Community Dev. -Corinne Lajoie	No concerns raised.	
City Attorney -Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. - Paula Morrell	If there is food trucks conducting business	

	on City property, which there appears to be, we'll need a Certificate of Insurance (COI) for GL and Auto naming the City as an additional insured.	
Parks & Recreation –Eric Brown	No concerns raised.	
Public Services –Brad Kaine	Public Services has no concerns with this application. If trash service or dumpster delivery and pick-up is required, please have the applicant contact Corry Taylor, Solid Waste Supervisor, at 954-924-6808 ext. 3748 to coordinate the type and size of dumpsters as well as the delivery and pick-up dates.	

Colin Donnelly, Assistant City Manager

CC: Paula Morrell, Human Resources Director



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

NOTE: ALL APPLICATIONS MUST BE COMPLETED AND SUBMITTED TO THE CITY FOR APPROVAL 60 DAYS PRIOR TO THE EVENT INCLUDING PAYMENT OF ALL APPLICATION FEES (SEE ATTACHED).

Event Name, Date, and Time:

23rd Annual Plywood Regatta

*Brief Description of the Event:

Two day boat building event that introduces youth & community to the craft of boat building & the marine industry. Fundraiser for marine industry education programs in South Florida.

Address/Location of Event: 101 N. Beach Road - Northend of Dania Beach Marina

Event Coordinator: Nicole Hoekstra

Telephone #1: 954-524-2733

E-mail Address: nicole@miasf.org

Telephone #2: 954-326-0677

Fax: n/a

Additional Contact Person for the Event: Patience Cohn

Telephone #1: 954-524-2733

E-mail Address: patience@miasf.org

Telephone #2: 954-826-8359

Fax: _____

Organization or Sponsor of Event: Marine Industries Association of South Florida

Address: 221 SW 3rd Avenue

City, State, Zip Code: Fort Lauderdale, FL 33312

Telephone: 954-524-2733

Fax: _____

Cell: _____

Is this a Non-Profit Organization? ☒ Yes

☐ No

Tax ID #:

59-1172985

Corporation Name (As it appears in the Articles of Incorporation):

Marine Industries Association of South Florida

Date of Incorporation: 1967

State of Incorporation:

Florida

Federal ID #: 59-1172985

Authorizing Official for the Organization:

David Reed

Telephone #1: 954-525-0029

E-mail Address:

david@the-triton.com

Telephone #2: _____

Authorizing Official for the Organization:

Jim Naugle

Telephone #1: 954-527-0835 E-mail Address: mayorgames@aol.com
Telephone #2: _____

*Property Owner: City of Dania Beach

***Please Note – A letter of Consent is required from the property owner for the approval of this application.**

Is the letter attached? ☐ Yes ☒ No

Will any portion of this event take place on Public or City Property? ☒ Yes ☐ No

Will there be a charge for admission? ☐ Yes ☒ No If yes, how much? _____

Has this event been held in the past? ☒ Yes ☐ No

If so, Indicate the city location of last event: 101 N. Beach Road

Is the event to take place: ☐ Indoors ☒ Outdoors ☐ Both

Number of Expected Daily Attendants: 300 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Saturday	April 6	8:00am	6:00pm	10
Sunday	April 7	8:00am	4:00pm	8

Anticipated Date and Time to Begin Set-Up: Friday, April 5th @ 8am

Anticipated Date and Time for Completion of Break-Down: Monday, April 8th @ 1pm

*Do you have a site plan for the event to be submitted with this application? ☒ Yes ☐ No

***Please Note –** A site plan indicating the following conditions must accompany the application or the application will be rejected, resulting in a significant time delay. The fire department must have easy access to the special event area. The site plan must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher or other seating locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc. In addition, the site plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, performers, sanitary facilities, recreation vehicles for overnight housing, etc.

Is there a request for any road closures? ☐ Yes ☒ No

Please identify the street name(s) and/or locations for closure requests: _____

Please Note – These streets must also be identified on the site plan.

*Are you requesting to fence the event area? ☐ Yes ☒ No

Please Note – You must identify any fencing area on the site plan.

*Will Canopies (tent structure with no sides) be used for this event? ☒ Yes ☐ No

Please Note – All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardancy and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

*Will Tents (With Sides) be used for this event? ☐ Yes ☒ No

Please Note – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

*Will electricity be required for this event?

(for lighting, sound, cooking, other power needs, etc.) ☒ Yes ☐ No

*How will this electricity be supplied? ☐ On-Site ☒ Generator ☐ Combination of Both

Please Note – The use of generators, temporary wiring, temporary electrical connections, etc. require permits and inspections. Please apply for the permit(s) prior to setting up at the Building Department located at 100 W. Dania Beach Blvd. Events requiring electricity are the responsibility of the applicant and must have a master electrician on site. Please allow 8-10 working days for permit approvals. Any generator less than 5KW does not require a permit.

Will there be live entertainment at this event? ☒ Yes ☐ No

Please indicate the type (Band, DJ, Live Performers, etc.): mic speakers for announcements

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Saturday	April 6	8:00am	6:00pm	10
Sunday	April 7	8:00am	4:00pm	8

*Will a stage(s) be used in this event? ☐ Yes ☒ No

*Please note Fire Extinguisher Requirement in the next question.

*Do you have adequate fire extinguishers for this event? ☒ Yes ☐ No

Please Note – Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the City fire prevention bureau to that effect.

*Will there be concessions or sales of food at this event? ☒ Yes ☐ No

Please specify: one food truck on-site

***Please Note STATE HEALTH INSPECTIONS FOR FOOD:** Pursuant to Florida law (Chapter 509, Florida Statutes) event sponsors are required to contact the State Health Inspector no less than 3 days prior to the event. Advance notification of 7 to 10 days is advisable. Please send a fax with your event plans and contact information to Fax Number (954) 956-5699. The Inspector's office will contact you to discuss food vendors and amounts and types of food you plan to make available to the public, whether it is being given away or sold.

An original Certificate of Liability Insurance and Workers' Compensation Certificate is required from all vendors. You must ensure that the Liability Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

*Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors? ☒ Yes ☐ No

***If so, indicate the type of appliance(s) to be used and the number of each appliance to be used:**

- ☐ N/A
- ☐ Electric Grill(s); # _____
- ☐ Gas Grill(s); # _____
- ☐ Charcoal Grill(s); # _____
- ☐ Smoker Grills(s); # _____
- ☐ Grease Fryer(s); # _____
- ☐ Oven(s); # _____
- ☐ Electric Range Burner(s); # _____
- ☐ Gas Range Burner(s); # _____

Food Truck

***Please Note** – Grease Fryers are not permitted indoors unless they are protected with an approved Hood and a UL300 Compliant Wet Chemical Automatic Fire Suppression System in accordance with NFPA 96.

*Does each cooking appliance have its own dedicated Fire Extinguisher? ☒ Yes ☐ No

***Please Note** - Each cooking appliance must have its own dedicated fire extinguisher. Class K fire extinguishers are required for fryers. You need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the fire prevention bureau.

*Does each cooking area have the proper clearances from all other event areas? ☒ Yes ☐ No

***Please Note** - Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands or bleachers, etc. Ensure that this measurement is demonstrated on the site plan.

*Will there be sales of alcohol at this event? ☐ Yes ☒ No

***Please Note** – An original certificate of liquor liability insurance naming the City of Dania Beach as additional insured and a 1/2/3 Day Special Sales License is required to be submitted with this application. The license must be obtained from the State of Florida Department of Business and Professional Regulation.

If Yes, Please Specify Types of Alcohol to be Sold: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

If alcohol is being served, please indicate how the beverages will be served: ☒ N/A
☐ Draft Truck ☐ Cold Plate ☐ Mini-Bar ☐ Beer Tub ☐ Table Service

Other: _____

Will there be alcohol given away at this event? ☐ Yes ☒ No

Please Specify Types of Alcohol to be given away: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor

☐ Mixed Drinks ☐ Other: _____

Will there be retail sales at this event? ☐ Yes ☒ No

Please Specify: _____

*Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?

☐ Yes ☒ No

*If yes, please describe: _____

What is the name of the vendor or vendors providing the rides? ☒ N/A

***Please Note** - If carnival rides are to be present, the rides must be inspected by a state inspector, city electrical inspector, and fire inspector 48 hours prior to the rides opening.

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☐ Yes ☐ No

***Please Note** - An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

*Will recreational vehicles be used for temporary overnight housing? ☐ Yes ☒ No

***Please Note** - Indicate the locations of these on the site plan.

*Will there be any use of pyrotechnics or fireworks displays at this event? ☐ Yes ☒ No

***Please Note** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

*Will there be use of any Grandstands or Bleachers for seating at this event? ☐ Yes ☒ No

***Please Note** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

*Are portable, ADA compliant sanitary facilities being provided for this event? ☒ Yes ☐ No

If so, How many? 2 ☐ N/A

***Please Note** - Provide the locations of all sanitary facilities on the site plan.

*Is there a request for any temporary signage for this event? ☒ Yes ☐ No

***Please Note** - Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.

Are there any services being requested from the City of Dania Beach? ☐ Yes ☒ No

If yes, please explain: _____

Please list any other conditions, terms or relevant information related to this event that may be of interest to the City:

MIASF contracts with a private security company for this event

BSO DETAIL REQUIREMENT

Based upon anticipated attendance, site or building size, site location, and ability to assure public safety requirements, a Broward Sheriff's Office Detail may be required.

FIRE WATCH REQUIREMENT

A Fire-Watch may be imposed depending on the type of event, number of persons present and hazards involved. The number of personnel and apparatus required may vary depending on the type of event and hazards involved. Below are the current rates charged for the presence of a fire watch detail, fire inspector or both:

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 Hour Minimum). In addition, a City administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be \$84.42 per hour, per person (3 hour minimum).

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

The City of Dania Beach requires payment 14 days in advance for the detail services and fees are to be made payable to The City of Dania Beach by means of cash advance or a cashier's check. Fees are based on individual employee's overtime rates which vary from person to person. The amount estimated is based on the highest overtime rate currently payable in addition to fees for FICA, Medicare, Worker's Compensation and Administrative fees. In the event that the entire estimated amount is not required for services, the City will refund the money, less the expenses incurred for the service. Should the amount of time required for the fire watch detail exceed that agreed upon before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the Fire Watch. The Event sponsor will be responsible to pay the actual service price incurred.

The information I have provided on this application is true and complete to the best of my knowledge. I understand that approval of this event is contingent upon review and approval of all City Disciplines, the City Attorney's Office and the City Commission.

Patience Cohn

Signature of Applicant

Industry Liaison

Title

Patience Cohn

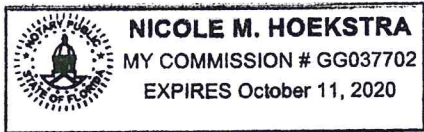
Print name of Applicant

2/4/19

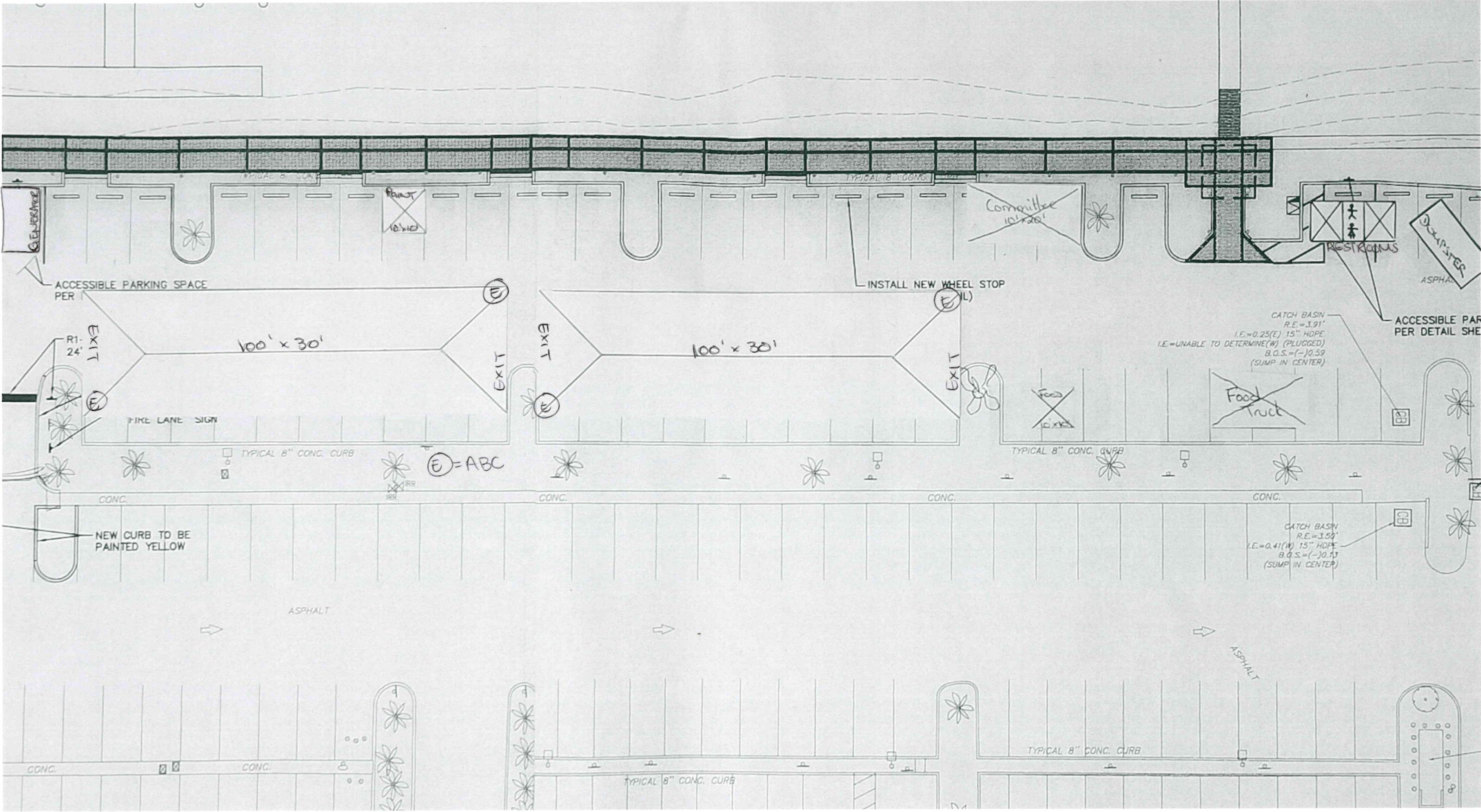
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on February 4, 20019.
by Patience Cohn, who is personally known to me, or, if not, such person produced the
following form of identification: _____.



NOTARY PUBLIC Nicole M. Hoekstra
My Commission expires: October 11, 2020
My Commission number: GG037702





**OFFICE OF THE MAYOR
CITY OF DANIA BEACH, FLORIDA**

PROCLAMATION

WHEREAS, American women have led movements for social and economic justice, made groundbreaking scientific discoveries, enriched our culture with stunning works of arts and literature, and charted bold directions in our foreign policy; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, women influential in Dania Beach's history, such as Chickie Brandimarte, Anne Castro, Jean Cook, Pat Flury, Bobbie H. Grace, Tamara James, Lori Lewellen, and Loren Odman are just a few of the great women who helped change and balance the voting rights in this great City; and

WHEREAS, as a result of the influence of women in politics in the November 2018 election, the City of Dania Beach currently has the first City Commission which is 4/5 majority female; and

WHEREAS, accounts of the lives of individual women are critically important because they reveal exceptionally strong role models who share a more expansive vision of what a woman can do; and

WHEREAS, stories of women's lives, and the choices they made, encourage girls and young women to think larger and bolder, and give boys and men a fuller understanding of the female experience. Knowing women's achievements challenges stereotypes and upends social assumptions about who women are and what women can accomplish; and

WHEREAS, this year's theme, "*Visionary Women: Champions of Peace and Nonviolence*", honors women who have led efforts to end war, violence, and injustice and pioneered the use of nonviolence to change society;

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Lori Lewellen, Mayor of the City of Dania Beach, Florida, do hereby proclaim March, 2019 as:

WOMEN'S HISTORY MONTH

and encourage all residents of Dania Beach to recognize and celebrate the many ways that women's history has become woven into the fabric of our national story.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

Dania Beach City Commission: Mayor Lori Lewellen, Vice-Mayor Lauren Odman,
Commissioner Chickie Brandimarte, Commissioner Bill Harris, Commissioner Tamara James

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, FEBRUARY 26, 2019 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor Lewellen called the meeting to order at 7:00 p.m.

Present:

Mayor:	Lori Lewellen
Vice-Mayor:	Lauren Odman
Commissioners:	Chickie Brandimarte
	Bill Harris
	Tamara James
Assistant City Manager:	Colin Donnelly
City Attorney:	Thomas Ansbrosio
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor Lewellen called for a moment of silence after the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

3.1 Creative Arts Council Advisory Board request for funding

Linda Wilson, member of the Creative Arts Council Advisory Board, reviewed the information provided in the agenda packet regarding the Creative Arts Council Advisory Board's request for funding to rent an indoor lift for the Atrium Art Gallery exhibit in the amount of \$1,875.00 for three art installations scheduled for the remainder of the fiscal year.

Commissioner James questioned if the funding could come from Public Services since it is equipment that is lacking.

Brad Kaine, Director of Public Services, responded there should be funds available in Public Services' budget.

Commissioner Brandimarte added she supports the request as the City Hall Atrium was designated for Art in 2016.

Commissioner James motioned to approve \$1,875.00, from the Public Services' budget, for the Creative Arts Council Advisory Board to fund rental equipment for the Atrium Art

Gallery exhibit; seconded by Commissioner Brandimarte. The motion carried unanimously.

3.2 Presentation by Bermello, Ajamil & Partners, Inc. on Parks & Recreation Department Ten Year Master Plan

Randy Hollingsworth, Director of Planning & Urban Design Department, and Alfredo Sanchez, Senior Partner, Bermello, Ajamil & Partners, Inc., gave a presentation, which is attached to and incorporated into these minutes.

Commissioner James noted she did not see any dog parks in the plans.

Mr. Sanchez responded the City has a major dog park at Tigertail Dog Park. There is another dog park at PJ Meli that is highly under-utilized. Given that context, and speaking to the Parks & Recreation Director and the community, it was felt it was better to enhance Tigertail and not have any other dog parks in the City.

Commissioner James asked about outdoor exercise equipment.

Mr. Hollingsworth said all the parks have walking trails and along the trails there are exercise stations.

Commissioner James asked how many stories the community centers would be.

Mr. Hollingsworth said normally one, but no more than two. It would be a balance of losing outdoor recreation space to add more building. If the City does want to increase uses inside we would have to go up two stories.

Vice-Mayor Odman asked about outdoor amphitheater space.

Mr. Hollingsworth noted there is not a lot of room in any of these parks; these are passive parks that are strictly recreational.

Vice-Mayor Odman said a lot of people responded they would like to see an amphitheater.

Mr. Sanchez responded the parks are, for the most part, recreational, athletic fields and playgrounds. Technically, there is not a lot of room in the parks to provide something like that, but further consideration can be given to have something integrated.

Vice-Mayor Odman made note of the numerous pickle ball courts, taking into consideration the citizens wanted some sort of theater.

Mr. Sanchez reassured that the possibility is there to look into another type of space in the City for a performance type of amphitheater, such as City Hall, as an example.

Commissioner Brandimarte said the previous Commission approved a Beach Master Plan that included what Vice-Mayor Odman is talking about. It is hard for her to believe amenities such as football and basketball received such a small percentage in the survey; she wonders who was surveyed.

Mr. Sanchez noted the surveys are mostly responded to by adults.

Commissioner Brandimarte asked for a children's survey.

Mr. Hollingsworth said it works both ways; the adults say the kids do not pay the taxes.

Commissioner Brandimarte asked about an indoor swimming pool.

Mr. Sanchez noted the City lacks an indoor gym and it did come up, as well as community activities being popular.

Mr. Hollingsworth said regarding the beach, they moved the restaurant to one end of the park site to free up the site for gatherings. An amphitheater was not created so as to not limit the area. A shelter on the site could be used as a stage area; they just did not label the slide as such.

Mayor Lewellen remembered from the community meetings there was discussion about a running track.

Mr. Hollingsworth responded there is not physically the room without losing a substantial portion of a facility.

3.3 Special Event request from VeloSport Events to have the Garneau Gran Fondo, a group cycling ride beginning at Gulfstream Park in Hallandale Beach, Florida, on March 24, 2019, and cycling through the City of Dania Beach from 8:00 a.m. to 11:00 a.m.

Travis Ketchum, representing the applicant, noted the ride would be escorted by the Florida Highway Patrol.

Commissioner James motioned to approve the Special Event request for the Garneau Gran Fondo; seconded by Vice-Mayor Odman. The motion carried unanimously.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Craig Valentine, Gangrel's Wrestling, 1982 Tigertail Boulevard, spoke of the first major wrestling event and videotaping at the Casino Dania Beach on February 23rd and thanked the Commission for their donation.

Bobbie H. Grace, 110 NW 8th Avenue, spoke about the Black History Month performance by Love our Nation. She congratulated South Broward High School on a recent debate hosted by the Miami Heat, and noted the Urban League gala where past elected officials were honored. She spoke of the history of Westlawn Cemetery and Mr. Fred Beneby, expressing now is the time to make a wrong right; 31 years later is not acceptable.

Commissioner Harris asked if we could get the information together and do it for Memorial Day.

Dr. Tracey Jackson, Principal, Collins Elementary School, spoke about the We Love Dania Beach Pink Out Day event for Valentine's Day and distributed Valentine's cards and candied apples to the Commission made by the school's students to thank the Commission for their support of the school. The school participated in honoring MSD students, who lost their lives February 14, 2018, and their families by participating in community unity.

Jackie Centofanti, 321 SE 3rd Street, #606, spoke about an issue with an emergency call she made that she felt needs addressed. She also spoke about other issues, which were with a BSO Fire Rescue Deputy and landscaping at her condominium.

Mayor Lewellen advised BSO is conducting an internal investigation on the matter.

Commissioner James reassured Ms. Centofanti she would meet with the Chief of Police to address her concerns.

Mayor Lewellen advanced Item 10.4

10.4 Westlawn Cemetery - Commissioner James

Commissioner James said she met with Fred Beneby. She gave a brief history wherein black settlers were disinterred at the Woodlawn Cemetery and buried in a common grave in what is now known as Westlawn Cemetery. A group of men in the 1980s were responsible for arranging the strewn tombstones in a circle around a monument erected to those buried in the common grave. They are requesting a memorial on both the east and west side of the fence that memorializes the people who made this happen. She noted it should be written in a way that tells what happened. She said she had asked staff for options, and has one in mind which will cost over \$2,500.00. She asked that we forego the bidding process to get this done quickly and whether this could come out of Public Services' budget.

Brad Kaine, Director of Public Services, replied yes.

Mayor Lewellen questioned the legality of proceeding with the current contractor.

City Attorney Ansbro said it is City policy that three quotes are required.

Vice-Mayor Odman asked about a ceremony or memorial.

Commissioner James said there are two gentlemen still living who contributed to the efforts of honoring those who were moved to the common grave. One of the men who passed would be honored by a street name, followed by an official ceremony.

Mayor Lewellen asked if waiting until Memorial Day was a good timeline.

Commissioner James stated she would rather not wait.

The consensus of the Commission was to proceed with creating a memorial to honor the men for their part in restoring dignity to the grave at Westlawn Cemetery.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City. He provided the homeless outreach deputy telephone number: 954-445-5366.

Sean Brown, Battalion Chief, BSO Fire Rescue, spoke about training for Stop the Bleeding kits, as well as the Hands on CPR & Go Bags training available to the City.

7. Consent Agenda

7.1 Minutes:

Approve Minutes of February 12, 2019 City Commission Meeting

Approve Minutes of February 13, 2019 Workshop - City Manager Interviews

7.2 Travel Requests:

Request from Eleanor Norena, Assistant Director of Community Development, to attend the Florida Floodplain Managers Association (FFMA) Annual Conference in Daytona Beach, Florida, on March 25-29, 2019 (Estimated cost \$1,597.48)

Request from Corinne Lajoie, Planning and Zoning Manager, to attend the American Planning Association (APA) 2019 National Planning Conference (NPC19) in San Francisco, California, on April 12-17, 2019 (Estimated cost \$3,221.28)

Resolutions

7.3 RESOLUTION #2019-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE ONE (1) MACK GRANITE GRAPPLE TRUCK FOR THE PUBLIC SERVICES DEPARTMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY EIGHT THOUSAND EIGHT HUNDRED FORTY THREE DOLLARS (\$188,843.00) FROM NEXTRAN TRUCK CENTERS WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (FSA) CONTRACT FSA18-VEH16.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Harris motioned to adopt the Consent Agenda; seconded by Commissioner James. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2019-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE "LAND DEVELOPMENT CODE," OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE 110 "USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS," AMENDING ARTICLE 265 "OFF-STREET PARKING REQUIREMENTS," AMENDING ARTICLE 303 "DISTRICT DEVELOPMENT STANDARDS," AND AMENDING ARTICLE 635 "SITE PLANS," PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; FURTHER PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2019-001.

Corinne Lajoie, Planning & Zoning Manager, was available to answer questions.

Mayor Lewellen opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner James motioned to adopt Ordinance #2019-001, on second reading; seconded by Vice-Mayor Odman. The motion carried unanimously.

City Attorney Ansbro advised items 9.2, 9.6 and 9.7 were quasi-judicial hearings and swore-in those who would speak. He asked the Commission to disclose any communication they had on these matters.

9.2 ORDINANCE #2019-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY THE PROPERTY OWNERS MICHAEL GARRAMONE, ELIZABET BARREIRO,

AND LUIS LARCO TO REZONE PROPERTY GENERALLY LOCATED AT 36 – 54 SW 16 STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RESIDENTIAL OFFICE (RO) TO SOUTH FEDERAL HIGHWAY – MIXED USE (SFED-MU) (RZ-56-18) SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2019-002.

Corinne Lajoie, Planning & Zoning Manager, gave a brief presentation on the rezoning request.

Mayor Lewellen opened the Public Hearing.

Samantha Angelo, 43 SW 12th Street, said she lives near the neighborhood, and would like something that would shelter the residential properties, like a wall or landscaping.

Michael, 1501 SW 2 Avenue, favors the rezoning, but is concerned about traffic. He questioned blocking the alley on 14th near 7-Eleven to reduce traffic.

Planning & Zoning Manager Lajoie responded traffic is addressed at the time of the site plan.

Jennie Grace, 36 SW 12th Street, spoke about blocking off streets to curb the traffic and extra people in the neighborhood.

Planning & Zoning Manager Lajoie said this is an existing site; it is really a traffic calming issue through the neighborhood.

Commissioner James noted this is everywhere; people cutting through neighborhoods happens across the City as people are trying to avoid major streets.

Ms. Grace commented streets can be blocked off and mentioned other cities; property values would be raised with less traffic.

Commissioner James said we are speaking about private development versus numerous homeowners in various neighborhoods. Emergency equipment has to be able to get through.

Seeing as there was no one else to speak in favor or opposition, Mayor Lewellen closed the Public Hearing.

Commissioner Harris motioned to adopt Ordinance #2019-002, on second reading; seconded by Commissioner James. The motion carried unanimously.

9.3 ORDINANCE #2019-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING PART 7, “CODE ADMINISTRATION,” ARTICLE 725, “DEFINITIONS,” SECTION 725-30,

“TERMS DEFINED;” PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2019-003.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the text amendment requested by Stirling Square for a proposed 7-Eleven store.

Commissioner James asked if the applicant held a community meeting and about alcohol sales.

Planning & Zoning Manager Lajoie responded she is not aware of a meeting, but this generally happens during the site plan review.

Dennis Mele, Greenspoon Marder, representing the applicant, noted the applicant met twice with the neighborhood and approval of this text amendment does not give approval of the convenience store. This would be part of the site plan process, which includes several public hearings, in addition to meeting with the public.

Commissioner Brandimarte noted Attorney Mele always meets with the neighborhoods.

Commissioner Harris said this is only a text amendment; any development has to come back before the Commission.

Mayor Lewellen opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner James motioned to adopt Ordinance #2019-003, on first reading; seconded by Commissioner Harris. The motion carried unanimously.

9.4 ORDINANCE #2019-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING PART 1 “USE REGULATIONS,” ARTICLE 110 “USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS,” SECTION 110-20 “LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES” TO AMEND THE SCHEDULE OF PERMITTED USES; CREATING SECTION 110-320 “CONDITIONS OF USE;” ARTICLE 115 “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE,” SECTION 115-40 “SCHEDULE OF PERMITTED USES” TO AMEND THE SCHEDULE OF PERMITTED USES AND SECTION 115-50 “CONDITIONS OF USE” TO AMEND THE CONDITIONS OF USE; AMENDING PART 3 “SPECIAL ZONING DISTRICTS,” SUBPART 1, “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS,” ARTICLE 302 “DETAILED USE REGULATIONS,” SECTION 302-10 “PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES” TO AMEND THE SCHEDULE OF PERMITTED USES; AMENDING PART 6 “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS,” ARTICLE 675 “TEMPORARY USE AND SPECIAL EVENT PERMITS,” SECTION 675-20 “TEMPORARY USES AUTHORIZED;” AND FURTHER AMENDING PART 7 “CODE ADMINISTRATION,” ARTICLE 725 “DEFINITIONS,” SECTION 725-30 “TERMS DEFINED;” PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

9.5 ORDINANCE #2019-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 13, "HEALTH AND SANITATION," OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE VI "FOOD AND FOOD ESTABLISHMENTS," TO ESTABLISH AND PROVIDE FOR STANDARDS AND REGULATIONS RELATED TO MOBILE FOOD VENDORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the titles of Ordinance #2019-004 and Ordinance #2019-005, and noted staff is recommending the items be continued until April 9th to allow additional time to further refine the proposed amendments to allow food trucks.

Mayor Lewellen opened the Public Hearings. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearings.

Commissioner James motioned to continue Ordinance #2019-004 and Ordinance #2019-005, until the April 9, 2019 City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Odman. The motion carried unanimously.

9.6 RESOLUTION #2019-018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-04-19) SUBMITTED BY HOPE W. CALHOUN, ESQ. ON BEHALF OF AMERICAN MARITIME OFFICERS BUILDING OF DANIA BEACH, FOR PROPERTY LOCATED AT 2 WEST DIXIE HIGHWAY, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-018.

Corinne Lajoie, Planning & Zoning Manager, reviewed the variance request for the AMO property.

Mayor Lewellen opened the Public Hearing.

John Daizovi, 41 SE 6th Street, representing Lighthouse Community Church, spoke in support of the variance request.

Seeing as there was no one else to speak in favor or opposition, Mayor Lewellen closed the Public Hearing.

Commissioner James motioned to adopt Resolution #2019-018; seconded by Commissioner Harris. The motion carried unanimously.

9.7 RESOLUTION #2019-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-29-18) REQUEST, ASSIGNMENT OF FLEX ACREAGE (OT-32-18) REQUEST, PARKING VARIANCE REQUEST (VA-30-18), LANDSCAPE VARIANCE REQUEST (VA-31-18), AND

LOADING AREA VARIANCE REQUEST (VA-75-18) SUBMITTED BY RAHIL SANGHVI ON BEHALF OF DANIA RESORTS, LLC FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF STATE ROAD 84 AND NORTH OF I-595 WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-019.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the site plan, flex and variance requests.

Vice-Mayor Odman asked if there was anything pending with the City engineer,

Planning & Zoning Manager Lajoie addressed the DRC and their comments, and noted we have two engineers who work for the City who have reviewed the applications.

Commissioner Harris questioned the process of this item's approval.

Planning & Zoning Manager Lajoie explained the five variances and the assignment of flex requests must be approved in order for the site plan to be approved.

Rahil Sanghvi, on behalf of Dania Resorts, LLC, addressed the type of hotel that is planned for this development. He described the different tiers of hotels and what the Avid brand represents.

Mayor Lewellen opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner James motioned to adopt Resolution #2019-019; seconded by Commissioner Harris. The motion carried unanimously.

9.8 RESOLUTION #2019-020

A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH ANA M. GARCIA AS CITY MANAGER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-020.

Mayor Lewellen opened the Public Hearing.

Anthony Amos, 101 SE 3rd Avenue, posed several questions about the applicant and the contract under consideration.

Mayor Lewellen and City Attorney Ansbro addressed Mr. Amos' questions.

Commissioner James assured Mr. Amos the contract had not been finalized, some of the concerns would be addressed tonight.

Mark Cameron, 12260 NW 21 Court, Plantation Acres, commented the Commission should take public records into consideration.

Commissioner Brandimarte noted improper procedure will cause her not to vote for this candidate tonight, and she described the process the Commission followed in this search.

Mayor Lewellen agreed it would have been better to have more candidates to interview and noted she brought up several candidates who she wanted to interview. There was no limitation placed on anyone as to how many candidates would be interviewed. She felt that all three of the candidates who were supposed to be interviewed were all qualified for this position; unfortunately, one candidate took another job and the other dropped out for personal reasons. Being left with one qualified candidate is no reason to exclude that person.

Commissioner Brandimarte noted she never said anything derogatory about the candidate, only about the process.

Gladys Saperstein, 5451 Lagoon Drive, asked if the Commission would wait and interview others and spoke in support of a probation period and pay raises that are earned.

Mayor Lewellen said these issues are addressed in the contract.

Vice-Mayor Odman addressed the pay range that was agreed upon, which is in line with other cities of the same size population.

Mayor Lewellen noted the salary is the going rate for the size of the City and level of responsibility.

Commissioner Brandimarte noted she is bothered that she did not have any say and still wants another person she has in mind to be interviewed.

Commissioner Harris spoke of the salary range being within the usual customary range for a City administrator, and noted 311 Florida cities were surveyed.

Luis Rimoli, 902 Natures Cove, questioned where the people speaking tonight were during the workshops; they could have been there to voice concerns.

David Nuby, Jr., 401 SW 12 Avenue, agreed with Commissioner Brandimarte and asked the Commission to bring other candidates to the table to interview.

Carol Hemis, 214 6th Street, felt the City Manager should live in the City and Commissioner Brandimarte's candidate should be given a chance.

Commissioner James asked for clarification regarding insurance premiums, the FRS premium, and severance. She is not comfortable giving the maximum severance on the hire date.

Nicki Satterfield, Director of Finance, noted Ms. Garcia requested that the City pay the employee contribution portion of the insurance premiums.

Discussion ensued regarding upcoming labor negotiations.

City Attorney Ansbro said the current City Manager contract provides for a 3% raise every October.

Mayor Lewellen asked if Ms. Garcia made any financial concessions during the negotiations process.

City Attorney Ansbro noted she declined to accept the expense allowance the previous City Manager received.

Director of Finance Satterfield explained the total compensation package; the annual differential between the previous City Manager's and the one proposed is \$34,000.00.

Pat Wright, 4391 SW 34 Lane, agreed with Commissioner James about the insurance and severance; when hired, there is always a trial period.

Commissioner Odman motioned to adopt Resolution #2019-020; seconded by Commissioner Harris.

Commissioner James noted she is not comfortable with some of the things in the contract and would like to compromise if possible.

Ana Garcia, applicant for City Manager, reminded the Commission she would be an at-will employee. She is willing to pay her share of the health insurance premium and to go 50/50 on the FRS employee contribution.

Commissioner James asked if Ms. Garcia would accept a probation period for the first year.

Ms. Garcia responded that within the first year of her employment, she would take 12 weeks of severance instead of 20.

Commissioner James said all of her concerns have been addressed.

Vice-Mayor Odman noted she spent many hours on Ms. Garcia; she finds her very impressive and is on board with her vision. Ms. Garcia's willingness to discuss the concerns with the contract showed her resilience tonight.

City Attorney Ansbro confirmed during the first year there would be 10 weeks of severance if terminated without cause and 10 weeks of COBRA, she will pay for her own health insurance, and she will pay 1.5% of the FRS employee contribution.

Seeing as there was no one else to speak in favor or opposition, Mayor Lewellen closed the Public Hearing.

The motion carried on the following 4-1 Roll Call vote:

Commissioner Brandimarte	No	Vice-Mayor Odman	Yes
Commissioner Harris	Yes	Mayor Lewellen	Yes
Commissioner James	Yes		

Discussion ensued regarding the hiring or firing of employees during the period before Ms. Garcia begins work.

City Attorney Ansbro advised a request can be made, but the Charter prohibits Commissioners' involvement in personnel matters.

10. Discussion and Possible Action

10.1 City Business Directory - Vice-Mayor Odman

Vice-Mayor Odman said the need for a City directory came up before she was on the Commission. She noted she spoke to several app developers to get a feel for how much it would cost, and reviewed the information included in the agenda packet. She is pursuing putting together a build-out of an application. They will need a list of all of our hotels and restaurants and she would like the Community Development Director to compile this business information.

Mayor Lewellen thinks this is a good idea, but we would have to go out for RFPs before deciding on a firm.

Vice-Mayor Odman responded she was looking for sponsorships; she had the proposal put together so that we could see how much it would cost.

Commission Harris felt an app is a really good tool for visitors.

Commissioner Brandimarte asked if we can incorporate a survey into the app about our hotel community.

Vice-Mayor Odman noted she will bring this back and work with Community Development Director LaFerrier in the meantime.

10.2 Smith Store properties - Commissioner James

Commissioner James gave a brief history of the properties. We do not currently have a timeline for this project or an architect. She wants to prioritize this and wants to make sure we are all on the same page as to who can purchase these properties. The corner lot was for a police officer;

we have to first see if they want to live there. These would not be affordable housing and they would probably be a little over market value. The Commission never directed only educators could purchase the homes and she wants to hear the Commission's thoughts on this.

Commissioner Brandimarte agreed with Commissioner James. She said we also agreed Commissioner Grace would be involved on what would be done and that an officer would live there.

Commissioner James is concerned when this is going to be done.

Mayor Lewellen noted she does not have a problem not restricting it to educators. She would like educators to be a priority, but she does not think we could restrict it in reality.

Commissioner James does not want to restrict it to educators.

Vice-Mayor Odman agreed there should be no restrictions.

Colin Donnelly, Assistant City Manager, explained how the ideas of a police officer and educator came about and noted none of this is written in stone. He said former City Manager Baldwin had set up a committee of a few residents, but that he has not had time to pursue it. It will be picked up when Ms. Garcia begins.

10.3 The Biggest Loser Challenge - Commissioner James

Commissioner James asked for a consensus for her to work with Human Resources Director Morrell on a program focusing on body fat percentage, with some kind of a challenge to our employees to be healthier.

Vice-Mayor Odman noted Commissioner James has her support.

Commissioner Harris commented this is a good idea and suggested a piggyback with health and wellness from UHC to have a reward process.

10.4 Westlawn Cemetery - Commissioner James

This item was taken up immediately following Citizen Comments.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte spoke of attending the ribbon cutting ceremony at Meadowbrook Southeast Clubhouse and Gangrel's first wrestling show at the Dania Beach Casino.

Commissioner Brandimarte noted residents should know even though we have different opinions, the Commission works for the best for the City.

11.2 Commissioner Harris

Commissioner Harris had no comments.

11.3 Commissioner James

Commissioner James welcomed Veronica Larkins back.

Commissioner James read a letter from Debra Hixon, whose husband, Chris Hixon, died at the Parkland school shooting, thanking the Commission for the donation to the Chris Hixon Athletic Scholarship.

Commissioner James spoke of the grand opening of Padrino's Restaurant and noted progress is being made with Popeye's construction.

Commissioner James thought the color that looked best for City Hall was either the second or third choice.

The Commission consensus was the color that matches the blue of the Morrison Hotel.

Commissioner James spoke of the Love Our Nation program at the Greater Mount Zion Church celebration.

11.4 Vice-Mayor Odman

Vice-Mayor Odman noted she visited Ft. Lauderdale Pride, which had over 120,000 people in attendance over the weekend.

Vice-Mayor Odman thanked Commissioner James for her commitment to always trying to make things equitable.

Vice-Mayor Odman noted March 12th at 7:00 p.m., will be the swearing-in of the new City Manager and invited all the residents to attend.

11.5 Mayor Lewellen

Mayor Lewellen spoke of the write-up in the Sun Sentinel this week on Dania Pointe.

Mayor Lewellen also spoke of recent events she attended, including at Meadowbrook and the wrestling event at the Casino.

Mayor Lewellen congratulated Greater Mt. Zion Church on their 110th anniversary and Urban Lodge, which is a group home for people with cerebral palsy.

Commissioner James noted Parks & Recreation held the first Dania Beach Dolphin and Cheer Banquet.

12. Appointments

12.1 Airport Advisory Board

Vice-Mayor Odman appointed: Bruce Hannover and Dr. Tamara Fishman

12.2 Education Advisory Board

Vice-Mayor Odman appointed: Terri Rock

12.3 General Employees Pension Board

The Commission appointed Luis Rimoli for a term expiring March 22, 2021.

12.4 Green Advisory Board

Vice-Mayor Odman appointed: David Yaloz

12.5 Marine Advisory Board

Vice-Mayor Odman appointed: Alexis Guillen

12.6 Parks, Recreation and Community Affairs Advisory Board

Commissioner James appointed: Ivie Cure

Vice-Mayor Odman appointed: Veronica Larkins

12.7 Police and Fire Pension Board

The Commission appointed David Nuby, Jr., Rae Sandler, Dean Harley, and Scott B. Clark for terms expiring March 2023.

Commissioner James motioned to approve the appointments; seconded by Vice-Mayor Odman. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

Assistant City Manager Donnelly indicated the Commission was provided an update on current matters and capital projects.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, March 12, 2019 - 5:30 p.m.

CRA Board Meeting

Tuesday, March 12, 2019 - 7:00 p.m.

City Commission Meeting

Tuesday, March 26, 2019 - 7:00 p.m.

City Commission Meeting

14. Adjournment

Mayor Lewellen adjourned the meeting at 10:34 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A MASTER SPONSORED RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY; APPROVING THE MOBILITY STUDY SCOPE OF SERVICES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$116,800.00)

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

signed memo (2), R-2019- FAU Master Sponsored Research Agreement and Mobility Study



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: March 12, 2019

TO: Colin Donnelly, Assistant City Manager

FROM: Marc LaFerrier AICP, Director of Community Development 

SUBJECT: Mobility Study– Approval of Consultant Services with Florida Atlantic University

The City Commission previously approved budgeted funds to hire a consultant to prepare a mobility study. The purpose of the study is to analyze the City's transportation facilities, services and conditions, conduct public meetings, and prepare a plan that will define future improvements to transportation systems in the City.

In accordance with FS 163.01, the City may enter into an interlocal agreement with State agencies, universities and jurisdictions for goods and services. The attached proposed interlocal agreement with Florida Atlantic University (FAU') defines the scope of work for the mobility study and related fees. FAU will work in collaboration with Kimley-Horn on our project. FAU and Kimley-Horn are mobility and transportation consultants for the Broward MPO, FDOT, and various other Broward County cities and agencies.

The study and plan will be utilized for transportations planning, CIP projects, developer mitigation, grant applications and interagency coordination.

The scope of services for the Dania Beach Mobility Study in summary, involves:

- Research and data collection
- Public engagement and information
- Inventory of existing faculties, services, conditions and land uses
- Projected conditions
- Policy and plan development
- Capital Improvement analysis and recommendations
- Conceptual design for priority projects
- Implementations strategies
- Final Report and Mobility Plan

The State, Regional and County transportation plans and policies encourage a multi-model approach to improving transportation for all users (vehicle, transit, bicyclist, and pedestrians). Therefore, an important element of the City's Mobility Study will be coordinating transportation improvements and services with the various agencies (Broward MPO, FDOT, BCT, and SFRTA).

It is anticipated that the completion of the project and plan will be accomplished in approximately 9 to 12 months. The plan will developed sufficiently in June/July to provide initial recommendations to the City Commission for project submittal to the various transportation agencies.

The funding for this project was previously approved by the Commission in the September 2018 for inclusion in the FY 2017/2018 budget. However, since this is not a capital project and the study was not undertaken prior to fiscal year-end, funding does not carryforward and is returned to undesignated reserves. Funding for this project will be appropriated from the General Fund Undesignated Reserve Account 001-271-00-00 upon Commission approval.

RECOMMENDATION

Approve the resolution

Exhibit A: Interlocal Agreement

Exhibit B: Scope of Services – Mobility Study

RESOLUTION NO. R-2019-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A MASTER SPONSORED RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY; APPROVING THE MOBILITY STUDY SCOPE OF SERVICES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$116,800.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach and Florida Atlantic University desire to collaborate on research projects that will provide useful knowledge to the University students and direct benefits to the City of Dania Beach; and

WHEREAS, the City of Dania Beach and Florida Atlantic University wish to enter into a Master Sponsored Research Agreement to outline the terms of the collaboration, attached as Exhibit “A”, a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the first scope of work under the Master Sponsored Research Agreement will be a Mobility Study conducted with Florida Atlantic University’s United States Department of Transportation Mobility Center, a copy of which scope is attached as Exhibit “B”, and is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the Mobility Study will result in a plan for the City of Dania Beach that will define future improvements to transportation facilities, programs and services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION 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 proper City officials are authorized to execute an agreement with Florida Atlantic University and the City Manager and the City Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and in the best interest of the City.

Section 3. That the City Commission of the City of Dania Beach approves the scope of services in a not to exceed amount of One Hundred Sixteen Thousand Eight Hundred Dollars

(\$116,800.00) for the completion of the Mobility Study as set forth in Exhibit “B.

Section 4. That funding for this mobility study in the amount of One Hundred Sixteen Thousand Eight Hundred Dollars (\$116,800.00) will be made available and appropriated from the General Fund Unrestricted Reserve Account 001-271-00-00.

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 take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on March 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**FLORIDA ATLANTIC UNIVERSITY MASTER SPONSORED RESEARCH
AGREEMENT**

This Agreement is made by and between FLORIDA ATLANTIC UNIVERSITY Board of Trustees, having its business address at 777 Glades Road, P.O. Box 3091, Boca Raton, Florida 33431-0991 ("UNIVERSITY") and the City of Dania Beach, a municipal corporation of the State of Florida, having its business address at 100 W Dania Beach Blvd. Dania Beach, Florida 33004 ("SPONSOR").

SUBJECT

WHEREAS, one purpose of this Agreement is to promote the increase of useful knowledge of students and help develop student skills for the workplace through research relating to the operations of municipal entities, including but not limited to storm water, hydraulic systems, climate, planning, and management; and

WHEREAS, the Parties anticipate that there will be continuing work that will entail a series of work task orders for specific projects; and

WHEREAS, the Parties agree that each project under this Master Agreement will be reduced to writing, will reference this Master Agreement, will include a Statement of Work ("SOW"), budget and termination date for that project and will be signed by both Parties.

NOW THEREFORE, the Parties agree as follows:

Article 1.0 RESEARCH PROJECT

1.1 UNIVERSITY agrees to undertake certain research specifically described in a Statement of Work (SOW), budget and termination date ("Individual Projects"), which by reference will be incorporated into this Agreement, and as may be mutually agreed upon in writing.

1.2 The Individual Projects and all work assignments shall be carried out under the direction of Dr. Frederick Bloetscher (hereinafter "PROJECT DIRECTOR") while employed by UNIVERSITY, and by others (e.g. technician, graduate student, postdoctoral fellow, or faculty member, hereinafter collectively referred to as PERSONNEL), as assigned by PROJECT DIRECTOR.

1.3 UNIVERSITY agrees that there shall be no change of PROJECT DIRECTOR without prior written approval of SPONSOR.

Article 2.0 **TERM**

2.1 The Research covered by this Agreement extends for a period beginning on the date of this agreement and continuing through until terminated by either party.

2.2 It is understood that the Individual Projects may be extended for additional periods of time under terms mutually agreed upon in writing in a duly executed amendment to the Individual Project document.

Article 3.0 **FACILITIES AND EQUIPMENT**

3.1 UNIVERSITY agrees to furnish such available laboratory facilities and equipment as it shall determine necessary for the Individual Projects, other than that specifically provided by SPONSOR under this Agreement.

3.2 Parties agree that all equipment and supplies purchased with funds obtained as a result of this Agreement become the property of the UNIVERSITY.

Article 4.0 **PAYMENT**

SPONSOR agrees to pay UNIVERSITY as agreed upon in each Individual Project, payment to be made as agreed upon.

Please make checks payable to:	Florida Atlantic University
Mail checks to:	Florida Atlantic University P.O. Box 198660 Atlanta, GA 30384-8660

Article 5.0 **REPORTS**

The PROJECT DIRECTOR shall furnish SPONSOR with written reports on the progress of Individual Projects on such dates as are mutually agreed upon in the Individual Project documents.

Article 6.0 **PUBLICATION**

6.1 SPONSOR recognizes that under University policy, the Individual Project results are non-confidential and agrees that PERSONNEL engaging in the Individual Project shall be permitted to present or publish at their own choosing, methods and results of the Individual Projects, provided, however, that SPONSOR shall have been furnished copies of any proposal presentation or publication thirty (30) days in advance for review for patentable items or items deemed confidential as defined in article 7.0.

6.2 If SPONSOR believes that any planned publication contains a patentable development and wishes UNIVERSITY to file a patent application, upon written notice to UNIVERSITY, submission of such manuscript for publication shall

be delayed for a reasonable time, not to exceed sixty (60) days, to permit the filing of a patent application(s) by UNIVERSITY.

6.3 Nothing in this Agreement shall entitle UNIVERSITY to disclose to others or publish any information disclosed to UNIVERSITY by SPONSOR which is confidential within the meaning of article 7.0 without the prior written approval of SPONSOR.

Article 7.0 CONFIDENTIALITY

UNIVERSITY acknowledges that SPONSOR may wish to disclose information which SPONSOR considers confidential, in furtherance of an Individual Project. SPONSOR acknowledges that UNIVERSITY has no mechanism to maintain or guarantee the confidentiality of information and cannot sustain liability for inadvertent or other disclosure of confidential information. These considerations notwithstanding, if any such information is disclosed by SPONSOR it shall be clearly marked "confidential information" and furnished in writing only to the PROJECT DIRECTOR or orally disclosed to the PROJECT DIRECTOR and reduced to writing by the SPONSOR within thirty (30) days of disclosure. Confidential information shall remain the property of the SPONSOR and for a period of three (3) years from the end of the Agreement shall not be used or disclosed to others except in furtherance of this Agreement. The foregoing obligation of non-use and non-disclosure shall not apply to:

- a. information which is at the time of disclosure in the public domain;
- b. information which after disclosure is published or otherwise becomes part of the public domain through the PROJECT DIRECTOR;
- c. information which was in the possession of the PROJECT DIRECTOR at the time of disclosure and was not acquired from SPONSOR under an obligation of confidentiality; or
- d. information which SPONSOR provides written permission to disclose.

Article 8.0 PATENT AND OTHER RIGHTS AND LICENSE OPTIONS

8.1 UNIVERSITY agrees to notify SPONSOR of any invention made by UNIVERSITY hereunder within thirty (30) days after receipt of an invention disclosure from the inventor.

8.2 UNIVERSITY shall retain all rights to inventions or discoveries, patentable or not, conceived solely by UNIVERSITY and shall prepare and prosecute all related patent applications. SPONSOR shall retain all rights to inventions or discoveries, patentable or not, conceived solely by SPONSOR. Inventions or discoveries, patentable or not, made jointly by SPONSOR and UNIVERSITY shall be jointly owned by SPONSOR and UNIVERSITY, and UNIVERSITY shall prepare and prosecute all related patent applications and SPONSOR shall reimburse UNIVERSITY for one-half of the expense of all filing, prosecution and maintenance costs for all such patent applications and all issued

patents. UNIVERSITY grants SPONSOR an option to secure an exclusive license to UNIVERSITY'S rights to said jointly-owned inventions and discoveries. The provisions of Article 8.3, 8.4, 8.5, 8.6 and 8.7 shall apply to such an option.

8.3 SPONSOR shall indicate to UNIVERSITY in writing, within thirty (30) days of receipt of invention disclosure, whether it wishes UNIVERSITY to file a patent application on the invention, if applicable, or whether it wishes UNIVERSITY to register a copyrightable material.

8.4 UNIVERSITY agrees to grant and hereby grants SPONSOR an option to secure a royalty-bearing license under reasonable terms, with the right to make, use and sell, have made and have used, the claimed invention of any patent which is based on any invention conceived and reduced to practice during the term of this Agreement. Such option shall be in effect and exercisable for ninety (90) days from the date of filing of a U.S. patent application under this Agreement or for ninety (90) days from the date of receipt of notice of such a filing by SPONSOR whichever date is earlier.

8.5 The license, which will be exclusive, will include a royalty rate in an amount to be negotiated in good faith by both UNIVERSITY and SPONSOR at the time SPONSOR decides to exercise its option. SPONSOR shall have the rights under the license to sublicense and shall have the sole right to designate the terms of any sublicense, provided that UNIVERSITY shall receive, at a minimum, the royalty rate expressed in the license between UNIVERSITY and SPONSOR, and fifty percent (50%) of any other remuneration received by SPONSOR from sub-licensees.

8.6 At the time of exercise of the option, SPONSOR shall indicate in which foreign countries it wants a patent application filed. Rights to such foreign countries shall be included in the patent rights under any license between UNIVERSITY and SPONSOR.

8.7 SPONSOR shall reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all patent applications and all issued patents filed at the request of SPONSOR. Any such patent applications shall become part of the patent rights in any license between UNIVERSITY and SPONSOR. SPONSOR shall also reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all other patent applications and issued patents which become part of the patent rights in any license Agreement between UNIVERSITY and SPONSOR.

Article 9.0 TERMINATION

9.1 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party.

9.2 Upon early termination of this Agreement, SPONSOR shall pay all costs accrued by UNIVERSITY as of the date of termination including non-cancelable obligations for the term of the Individual Project, which shall include all appointments of research staff incurred prior to the effective date of the termination.

Article 10.0 INDEMNIFICATION AND NEGATION OF WARRANTY

10.1 SPONSOR agrees to indemnify, hold harmless and defend UNIVERSITY its officers, employees, and agents against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from or arising out of the SPONSOR's use of the research data developed during the term of this Agreement.

10.2 UNIVERSITY makes no representation other than those specified in this Agreement. UNIVERSITY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF DATA OR TECHNICAL INFORMATION LEARNED FROM ANY RESEARCH PROJECT.

Article 11.0 ASSIGNMENT

This Agreement may not be assigned by SPONSOR without the prior written Agreement of UNIVERSITY.

Article 12.0 PUBLICITY

SPONSOR will not use the name of UNIVERSITY, nor of any member of UNIVERSITY'S PERSONNEL, in any publicity, advertising, or news release without the prior written approval of UNIVERSITY.

Article 13.0 NOTICES

13.1 Notices, invoices, payments and other communications hereunder shall be deemed to have been made when delivered, sent by telex or telegram, or when mailed first class, postage prepaid, and addressed to the party at the address given below, or such other address as may hereafter be designated by notice in writing:

SPONSOR:	City of Dania Beach Attn: Colin Donnelly, Asst. City Manager 100 W. Dania Beach Blvd Dania Beach, Florida 33004
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FLORIDA ATLANTIC UNIVERSITY

For Administrative matters:	Division of Research Florida Atlantic University 777 Glades Road, SU-80, RM 228D Boca Raton, FL. 33431-0991
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For Technical matters:	Principal Investigator Frederick Bloetscher, Ph.D., P.E. Associate Professor Civil, Environmental and Geomatics 777 Glades Road, Building 36, #219 Boca Raton, FL. 33431-0991
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Article 14.0 MISCELLANEOUS

14.1 UNIVERSITY and SPONSOR agree that the PROJECT DIRECTOR AND PERSONNEL are acting as employees of UNIVERSITY and not as agents or employees of SPONSOR.

14.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors.

14.3 This Agreement shall be governed by and construed according to the laws of the State of Florida.

14.4 This Agreement embodies the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

14.5 No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by their duly authorized employees.

14.6 Upon termination of this Agreement, neither party shall have any liability to the other, except for any provisions of this Agreement which by their nature extend beyond the termination or expiration until fulfilled and shall bind the parties and their legal representatives, successors and assigns.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first above written.

ATTEST:

SPONSOR:
CITY OF DANIA BEACH,
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

COLIN DONNELLY
ASSISTANT CITY MANAGER

APPROVED FOR FORM
AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

FLORIDA ATLANTIC UNIVERSITY

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2019,
by _____ on behalf of the University. He or she is
personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida

My commission expires:

The City of Dania Beach Mobility Study Scope of Services

The City of Dania Beach desires to undertake a Mobility Study to prepare a plan with a capital improvement program for multimodal transportation solutions that will provide residents, businesses, and visitors with a full range of options for safe and improved mobility. ***The Dania Beach Mobility Study*** will be undertaken by Florida Atlantic University's Mobility Center and Kimley-Horn and Associates, Inc.

The purpose of the Mobility Study is to evaluate transportation conditions and define improvements and programs that will manage traffic congestion, improve safety, encourage alternate modes of transportation, and support the City's related plans, programs and policies. The Study will enable the City to realize a new vision for transportation that aims to create an efficient, usable, multimodal transportation system that supports economic vitality, decreases traffic congestion, and creates vibrant urban and neighborhood environments. In addition, the Study will identify transportation projects for consideration by the Broward Metropolitan Planning Organization (MPO), Broward County and the Florida Department of Transportation (FDOT) transportation plans and programs.

Task 1 – Literature Review and Public Engagement Plan

Conduct literature, plan and data review of relevant information and define a public engagement plan for the project.

Deliverable – Technical Memorandum #1 summarizing existing literature regarding transportation studies in Dania Beach, agency work programs, and common projects identified in previous studies and transportation policies and define the public engagement plan. Appendices will be developed for FDOT and other agency standards and policies.

Task 2 – Topographic LIDAR Map

Develop a topographic LIDAR map using the Geographic Information Systems (GIS) of the City.

Deliverable – GIS model of 10x10 M DEM data created from 3x3 M data, with 6 in vertical accuracy with groundwater model underlay.

Task 3 - Existing Conditions Assessments

Subtask 3A – Field Reviews

Conduct detailed field reviews to document existing conditions related to community/land use issues, traffic flow observations, multimodal transportation concerns, and traffic safety concerns. Photos taken during the field reviews will be utilized in the report to document existing issues and illustrate conditions to be addressed by Study recommendations.

Subtask 3B – GIS Asset ID Updates

Create a GIS asset ID base map with information for transportation assets including roadways, sidewalks, bicycle lanes, multimodal paths, bus routes, bus stops, railroads, and airports.

Subtask 3C – Environmental Review

Conduct a review of online data sources to identify the presence of documented/known hazardous materials on sites within the City. We will inventory environmentally-sensitive lands using available GIS data. We will identify transportation facilities at risk of inundation based on available mapping and vulnerability assessment of areas at risk for sea level rise available from FAU, Southeast Florida Climate Change Compact, and other local government sources. The GIS base map will be updated with the results of the environmental conditions.

Deliverable - Technical Memorandum #2 summarizing the field reviews, GIS database, and the transportation system assets in the City of Dania Beach.

Task 4 – Traffic Simulation Modeling

Conduct traffic simulation modeling, capacity and modal analysis, and traffic calming assessment.

Deliverable - Technical Memorandum #3 will be provided with details of the simulation modeling results and findings.

Task 5 - Multimodal Mobility Assessments

Subtask 5A – Capital Improvement Recommendations

Working with the City and stakeholders, identify a program of capital improvements to address multimodal transportation issues and concerns identified in Tasks 1-4. The Assessment will focus on creating safe and comfortable pedestrian and bicycle routes based on livable communities principles and transit oriented design. Traffic flow improvements may also be recommended at locations or along corridors that are identified as significant problems for the City.

Subtask 5B – Costs

Prepare planning level order-of-magnitude cost estimates for up to twenty-five (25) capital improvement projects identified in the Mobility Assessment. The cost analysis may include reviewing prior cost estimates for reasonableness and updating prior cost estimates for known projects based on current conditions.

Subtask 5C – Benefits

Using the Synchro traffic simulation model provided Task 4, model the expected traffic benefits for up to twenty-five (25) capital improvement projects, as applicable (for example building a new sidewalk may not be applicable to model in the traffic simulation network if it does not result in any changes to roadway laneage or capacity). No new intersection capacity models or collection any additional traffic counts will be performed for this Study.

Subtask 5D – Multimodal Quality/Level of Service

Based on the principles of multimodal level/quality of service included in the FDOT level of service handbook, calculate the change in multimodal level/quality of service for the improvements recommended in this Mobility Assessment. The multimodal level/quality of service assessment will help the City provide justification for multimodal transportation investments by thinking beyond motor vehicle delay/level of service only.

Subtask 5E – Prioritization

Prioritize the mobility improvement projects into a phased program for implementation based on project status, costs, benefits, ease of implementation, and other relevant factors. The Study

will categorize capital improvements into immediate needs (within the first three (3) years), near-term investments (four to five (4-5) years), and longer-term considerations (more than five (5) years).

Subtask 5F – Conceptual Design

Prepare up to five (5) planimetric view conceptual designs of Mobility Study projects at approximately 1 inch equals 50 feet scale. The planimetric view conceptual designs will show a key portion of each of the five concept design recommendations, typically long enough to fit on one (1) 11 inch x 17 inch sheet of paper. Work closely with the City and stakeholders from to select which projects are chosen for planimetric view conceptual designs.

Subtask 5G – Typical Sections

Prepare up to six (6) typical sections to illustrate priority projects in the Mobility Study. Work closely with the City and stakeholders to select which projects are chosen for typical section preparation.

Deliverable - Prepare Technical Memorandum #4 with plans of improvements that will encourage multimodal modes of transportation.

Task 6 - Report

Produce a draft and final report documenting the tasks and results of the work performed in the *Dania Beach Mobility Study*. Submit electronic copies of written documentation for Tasks 1, 2, and 4 in Microsoft Word (.docx) format of suitable quality for report production for the purpose of compiling the work of the *Dania Beach Mobility Study* into one final report documentation. Also provide GIS maps, metadata, graphs, tables spreadsheets, and other data as necessary to compile for the overall report production.

Subtask 6A – Draft Report

Prepare an electronic (Adobe PDF) draft report of the *Dania Beach Mobility Study* and submit to City for review.

Subtask 6B – Interim Report

After addressing one round of comments, prepare and submit an interim draft report of the *Dania Beach Mobility Study* to City for final review. The interim draft report will be provided in an electronic (Adobe PDF) format.

Subtask 6C – Final Report

Update the report with one additional round of comments and submit the final report. Upon approval of the Final Report, provide the City with up to twenty-five (25) hard copies of the final report.

Task 7: Public Engagement

Collaborate with City staff to conduct public engagement and meetings for the *Dania Beach Mobility Study* in accordance with the Public Engagement Plan defined in Task 1.

Subtask 7A – Staff and Stakeholder Meetings

Attend up to three (3) meetings with City staff and stakeholders as identified by the City.

Subtask 7B – Public Open House

Attend one (1) public open house to display interim work products and provide an opportunity to engage interested members of the public on the activities of the *Dania Beach Mobility Study* and gather input that can help inform the final recommendations, prioritization analysis, and

documentation. City of Dania Beach staff will be responsible for advertising and organizing the public open houses.

Subtask 7C – City Commission Presentations

Attend up to two (2) City Commission meetings to provide a presentation on the *Dania Beach Mobility Study*. It is anticipated that one presentation will be for the draft report as an information item and one presentation will be for final approval of the *Dania Beach Mobility Study*.

Additional Services:

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be negotiated based upon hourly rates at the time of the request. Additional services we can provide include, but are not limited to, the following:

- Collecting traffic, pedestrian, bicyclist, and parking counts
- Travel demand analysis
- Ambient noise level analyses
- Lane elimination analyses
- Traffic calming analyses/studies
- Transit planning
- Grant applications
- Design and permitting services

Schedule:

FAU and Kimley-Horn will begin work upon receipt of an Authorization to Proceed (ATP) and Purchase Order (PO). It is anticipated that the completion of the project and plan will be accomplished in approximately 10 to 12 months. In addition, the plan will be developed sufficiently in June/July 2019 to provide initial recommendations to the City for project submittal to the various transportation agencies as needed.

Budget:

For the cost for the Mobility Study project is not to exceed One Hundred and Sixteen Thousand and Eight Hundred dollars (\$116,800.00)

Payment Terms:

Invoices for services rendered will be submitted to the City for payment on a monthly basis in accordance with the percentage of project completed and corresponding deliverables.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION PERTAINING TO ADVANCE APPROVAL TO PROCEED WITH A BID ADVERTISEMENT FOR A PUBLIC PRIVATE PARTNERSHIP FOR THE CITY CENTER REDEVELOPMENT PROJECT CONSISTING OF A MIXED-USE DEVELOPMENT WITH PUBLIC AND PRIVATE FACILITIES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - City Center Redevelopment Project Authorization to Bid (City), R-2019- City Center Redevelopment Project Authorization to Bid, The First at Dania Beach City Center RFP

To: Mayor, Vice Mayor and Commissioners
Colin Donnelly, Assistant City Manager

From: Rickelle Williams, Executive Director

Date: March 12, 2019

Re: City Center Redevelopment Project Authorization to Bid

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

At the February 26, 2018 CRA Board workshop the CRA Board expressed a renewed desire to revisit, examine and evaluate the possibility of redevelopment of City Hall and the site in general. At the March 13, 2018 CRA Board meeting, the CRA Board after discussion and consensus, agreed to move forward with a City Center Redevelopment Charrette. At the May 8, 2018 CRA Board meeting, the CRA Board approved an Interlocal Agreement with Florida International University Metropolitan Center (FIU) for an Economic Analysis and Community Charrette to serve as a guide and foundation for determining the feasibility of and process for redevelopment of the City Hall/City Center site.

FIU completed the economic analysis and subsequently conducted a Developer Focus Group and Community Charrette on July 10, 2018 and July 23, 2018, respectively, drawing over 130 residents, business owners and developers. FIU was also tasked with completing a City Center Action Plan as part of the Community Charrette Report and at the September 11, 2018 CRA Board meeting, FIU presented the preliminary Action Plan to the Board.

On October 1, 2018, the CRA Board held a workshop to discuss the finalized City Center Community Charrette and Preliminary Action Plan Report as presented by FIU. Later at the October 9, 2018 CRA Board meeting, the CRA Board adopted Resolution No. 2018-CRA-020 accepting the City Center Community Charrette and Preliminary Action Plan Report, and authorizing the advancement of a public private partnership development initiative for the City Center project.

At the December 11, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-180 authorizing an agreement with the CRA and Colliers International South Florida, LLC for Real Estate Brokerage and Lease Management Services relating to the City Center Redevelopment project.

City staff along with CRA staff, has met with Colliers International South Florida, LLC to prepare an Offering Memorandum as the Request for Proposal (RFP) for the project.

City and CRA staff believes it is in the best interest of the City to advertise the RFP to market the City Center Redevelopment Project to developers.

Recommendation

It is recommended that the City Commission authorize advance approval to proceed with a bid advertisement for a public private partnership for the City Center Redevelopment Project consisting of a mixed-use development with public and private facilities.

Attachments

Resolution

Draft Request for Proposals (Offering Memorandum)

RESOLUTION NO. 2019-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA PERTAINING TO ADVANCE APPROVAL TO PROCEED WITH A BID ADVERTISEMENT FOR A PUBLIC PRIVATE PARTNERSHIP FOR THE CITY CENTER REDEVELOPMENT PROJECT CONSISTING OF A MIXED-USE DEVELOPMENT WITH PUBLIC AND PRIVATE FACILITIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the past few years, the Dania Beach Community Redevelopment Agency (“CRA”) Board has, through Requests for Qualifications, sought interest from the development community to redevelop in the Downtown City Center, specifically the City Hall site; and

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

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

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

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

WHEREAS, at the May 8, 2018 CRA Board meeting, the CRA Board approved an Interlocal Agreement with Florida International University Metropolitan Center (FIU) for an Economic Analysis and Community Charrette to serve as a guide and foundation for determining the feasibility of and process for redevelopment of the City Hall/City Center site; and

WHEREAS, FIU completed the economic analysis and subsequently conducted a Developer Focus Group and Community Charrette on July 10, 2018 and July 23, 2018 respectively, drawing over 130 residents, business owners and developers; and

WHEREAS, FIU was also tasked with completing a City Center Action Plan as part of the Community Charrette Report and at the September 11, 2018 CRA Board meeting, FIU presented the preliminary Action Plan to the Board; and

WHEREAS, on October 1, 2018, the CRA Board held a workshop to discuss the finalized City Center Community Charrette and Preliminary Action Plan Report as presented by FIU; and

WHEREAS, at the October 9, 2018 CRA Board meeting, the CRA Board adopted Resolution No. 2018-CRA-020 accepting the City Center Community Charrette and Preliminary Action Plan Report and authorizing the advancement of a public private partnership development initiative for the City Center project; and

WHEREAS, at the December 11, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-180 authorizing an agreement with the CRA and Colliers International South Florida, LLC for Real Estate Brokerage and Lease Management Services relating to the City Center Redevelopment project; and

WHEREAS, City staff along with CRA staff, has met with Colliers International South Florida, LLC to prepare an Offering Memorandum as the Request for Proposal (RFP), a copy of which is attached as Exhibit “A” and made part of this Resolution by this reference; and

WHEREAS, City staff believes it is in the best interest of the City to advertise the RFP to market the City Center Redevelopment Project to developers;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

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

Section 2. That the proper City officials are authorized to advertise a Request for Proposals for a Public Private Partnership for the City Center Redevelopment Project, which is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in full force and take effect immediately upon passage and adoption.

PASSED AND ADOPTED on March 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**The
First**
At Dania Beach

DEVELOPMENT SITE

100 W DANIA BEACH BOULEVARD DANIA BEACH, FL 33004

OFFERING MEMORANDUM





DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

INVESTMENT CONTACTS

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THE OFFERING



Redevelopment Summary for Public Private Partnership Offering

Colliers International, on behalf of the City of Dania Beach and the Community Redevelopment Agency (the City), is pleased to present the opportunity to re-develop the approximately six and one half (6.5) acres City Center Site. The City is willing to contribute the site as part of an overall Public Private Partnership (“P3”) plan. The Site was recently appraised at \$12,310,000. The site currently consists of the existing City Hall Building of approximately 29,000 SF together with a 440 space parking structure that is able to be expanded to 660 spaces by adding two floors. The City is seeking to create a new City Hall and commercial complex as part of an overall vision to stimulate development in the City’s “Urban Core”.

In addition to the existing City Hall, which would be demolished as part of the plan, and rebuilt on the site, the property houses an existing fire station, and two small historic buildings, all of which the City believes can be relocated to other City owned property leaving the majority of the site available for a complete redevelopment. The existing parking structure can be utilized to serve the new City Center development. The County Library can stay as-is or be rebuilt on site as part of a government campus.

The City Center site is located a block west of the intersection of Dania Beach Boulevard and Federal Hwy (US1). The City is seeking proposals for a “Re-imagined City Center” by qualified developer(s). The intent of the City is to encourage private developers to use their entrepreneurial skills and financial resources to design and construct a variety of needed housing, retail, restaurant, and entertainment venues and possible office space. The City believes that a new City Center would create and stimulate a broader redevelopment of the entire “Downtown” Area and contribute to the Renaissance of Dania Beach. Under the City’s current City Center (CC) zoning regulations, using all available performance-based density bonuses and a maximum allowable building height of 14 stories, and leaving the existing parking structure in place, the site could technically accommodate approximately 1.4 Million square feet of new building space. This could allow a maximum residential development density of over 950 units to be designed and built in phases.

A new City Center Redevelopment should:

- 1) Jumpstart and stimulate redevelopment of the City’s Urban Core.
- 2) Provide an open canvas to developers for a multi-year phased development plan.
- 3) Significantly advance the City’s image and brand identity.
- 4) Advance the City’s region-wide competitive position.
- 5) Address broader community and economic development needs and cultivate art and culture.

PROJECT SITE



WOMEN'S CLUB

CHAMBER OF
COMMERCE

FIRE STATION

DANIA BEACH BLVD

COUNTY
LIBRARY

CITY HALL

PARKING GARAGE



INVESTMENT SUMMARY

Investment Summary:



Address:

100 W Dania
Beach Blvd



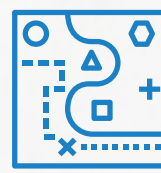
Property Type:

Mixed-Use
Redevelopment



Land SF:

279,792
(6.42 ac)



Folios:

504234620020
504234013080
504234620010



Traffic Count:

Federal Hwy-
42,000
Daily



Zoning:

CC
Dania Beach

Investment Highlights:

- Once in a generation opportunity to redevelop one of South Florida's last remaining undeveloped Urban Cores with potential of various types of residential products, office, retail, hospitality, entertainment, and public space
- No large upfront land acquisition cost
- Ability for developers to phase construction
- Possibility of tax incentives during and/or after development
- Proximity to all of South Florida (FLL-Airport, Port Everglades, I-95, I-595, US1), and Miami minutes away
- Population growth of 8.1% since 2010, higher than the national average with millennials being the fastest growing population in Dania Beach, growing at 2.7 times the national average
- Less than a mile to [Dania Pointe](#), a newly built, 2.5M SF transformational retail, office, hospitality and residential development
- Potential future Tri-Rail Coastal Link train which will stop virtually at the property, one of 25 future stops between Downtown Miami and Jupiter. <http://www.tri-railcoastallink.com>

DOWNTOWN FORT LAUDERDALE

FORT LAUDERDALE AIRPORT

PORT EVERGLADES



DANIA-BEACH BLVD

Destinations

Distance

Dania Pointe	.65 Miles
FLL Airport	1.8 Miles
Beach	2.1 Miles
Port Everglades	3.5 Miles
Downtown FTL	5.3 Miles
Miami	19 Miles



PUBLIC PRIVATE PARTNERSHIP

-Minimum Requirements-



Example of conceptual rendering

New City Hall Facility

The Project shall include replacement of the existing City Hall structure by construction and immediate or subsequent conveyance to the City of a new City Services building consisting of no less than 30,000 square feet, as an embedded or standalone structure on the City Center site, or off the City Center site. The new City Hall building shall accommodate City administrative and public safety uses and be energy efficient with consideration to coastal development and sea-level rise.



Example of conceptual rendering

Park/Green Space

The Project shall include an appropriately sized on-site urban park, public plaza component or both that can be used as a gathering space for community events. The Project should include passive public open spaces as well as an internal access system for pedestrians and vehicles to promote connectivity.

-Minimum Requirements-



City Parking Garage

The existing garage consists of 440 parking spaces on four floors. There are currently 88 parking spaces available in the City parking garage to meet future development needs. 250 of the spaces are dedicated for use by City Hall and the Public Library with an additional 100 spaces are reserved for use by newly built nearby hotels. There is an opportunity to add an additional two floors of parking to the existing parking garage, adding 220 spaces.



County/Paul Demaio Library

The library presently contains approximately 10,000 square feet and is located in the northeast corner of the City Center Site. The project shall include access to the existing library or provide a new library.

-Minimum Requirements-



Fire Station

The Fire Station is located on the north side of Dania Beach Blvd at 116 W. Dania Beach Blvd. The current fire station is approximately 8,500 SF. The Fire Station may be relocated to other City-owned land or incorporated into the new City Center campus.

Women's Club

Located at 117 NW 1 Avenue. The City of Dania Beach designated this structure as a historic property in 2000 by Ordinance Number 2000-038. It can be relocated to another City-owned site.

Chamber of Commerce

Located at 101 W. Dania Beach Blvd. The Nyberg-Swanson House was built circa 1912, listed in the National Register of Historic Places in 1999. It can be relocated to another City-owned site. Current tenants may be incorporated into new City Hall.

Fire Prevention Office

Current tenants will be incorporated into new City Hall.



Remaining Land

The remaining land is available for the Developer to activate the site with office, residential, retail, Transit Oriented Development and other mixed-use opportunities.



SUBMITTAL REQUIREMENTS

Each submittal shall include the following:

Company Profile and Background Information

Firm Information - Please include:

- 1) Firm name, address, telephone and email.
- 2) Ownership/organization structure.
- 3) Parent company (if applicable).
- 4) Officers and principals.
- 5) Description of key personnel, including: principal in charge, project manager and all other key personnel who will be assigned to the Project.
- 6) Corporate approval process.

Provide an organization chart and development team structure identifying all individuals and entities who the Developer is proposing to have as participants in the proposed Project.

Qualifications, Experience, References and Comparable Projects

- 1) Indicate the firm's number of years of experience in providing the professional services as it relates to the work contemplated.
- 2) Provide details of past projects with summary descriptions. Descriptions should include at minimum: scope of services provided, contract period and duration, status of project, development program, project descriptions, and financing sources, if available.
- 3) Provide two (2) references.

P3 Structure

Provide the following information with as much detail as

Each submittal shall include the following:

Provide the following information with as much detail as possible:

- 1) Developer should describe the proposed terms for lease of the City Center Site (up to 99-year term), including any other considerations or aspects that affect the proposed development pro forma.
- 2) The City's property was appraised at \$12,310,000. Describe the proposer's desired financial structure.
- 3) For Developers proposing Projects that include requesting development or tax incentives, including any Project requesting public assistance or the lease of real estate below market value, provide a draft development pro forma to validate the financial feasibility or financial funding gaps of the Project.
- 4) Describe any tenant improvement allowance for City Hall requirement and parking requirements for City Hall.

Conceptual Plan and Development Timeline

- 1) Conceptual site plan and renderings of the proposed Project;
- 2) Description of the proposed Project including unique features and opportunities;
- 3) The identification of mix of uses, types of tenants, or any combination of uses;
- 4) Any other ideas or new concepts for the Project;
- 5) Provide an anticipated timeline for initial due diligence;

planning and project development and project pro forma and financing strategy. (Include a list of additional information that would be helpful in expediting the due diligence process.)

6) All existing facilities need to remain operational during construction, however, they do not necessarily need to be operational onsite, or in current facilities. The City and the Fire Department could potentially work out of temporary structures if developer so desires. Provide clarification on plans for how City/ County's ongoing operations continue during site development.

7) Provide description of any plans to incorporate neighboring properties.

Financial Capability

All Developers shall submit information supporting their financial ability to develop the City Center Site in accordance with terms of this offering.

1) The Developer must demonstrate its ability to execute its proposed project by providing the following information to demonstrate the Developer's financial capabilities:

- Provide proof of funds and/or demonstrate ability of development firm to execute the proposed development plan.

2) Identify any additional or unique resources, capabilities or assets which the Developer would bring to this Project, if applicable.

3) Financial ability of the Developer to execute 99-year lease of the City Center Site and complete the Project.

4) The Developer must provide an estimate of the private equity required and the estimated request for City and CRA participation in the Project (i.e. land, capital improvements, etc.).

5) Provide two (2) bank references, including contact persons and telephone numbers.

6) Ability to put forth a to be agreed upon construction bond dollar amount until completion of project.

Other Documentation, Deposit and Required Forms

1) Deposit Required. The Developer must enclose with their submittal a check in the amount of \$25,000 USD payable to the "City of Dania Beach" as a deposit. Developers not selected and ranked for possible negotiation will have their deposits returned within 30 days of the ranking. Developers selected and ranked for possible negotiation who are not ultimately selected to negotiate with the CRA shall have their deposits returned within 30 days of governing body approval of the contract award. For the selected Developer, the CRA has the right to expend any or all of the Developer's deposit to reimburse the CRA for legal fees and other consulting fees incurred during the negotiation and contracting period.

Brokerage Requirement

Colliers shall receive a fee equal to four percent (4%) of the City's appraised land value upon execution of a development/lease agreement with the City of Dania Beach. Payable by the developer/lessee. If there is a co-broker involved in the transaction, the developer/lessee is responsible for additional compensation.

Cone of Silence

1) There shall be no communication related to this RFP between Proposer, including any lobbyist of any other person on behalf of Proposer, and any member of the City Commission, or any member of the Selection Committee of Protest Committee (starting from the appointment of that protest committee member), if any.

2) The Cone of Silence shall not apply to written or oral communications with legal counsel for the City.

3) This section shall not prohibit any person from: - Making public presentations to the Selection Committee or Protest Committee, or to the City Commission, during any public meeting related to this RFP; -Engaging in contract negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting; or

4) Communicating in writing with the person designated in this RFP as the contact person for clarification or information related to this RFP. The written communication, including any response to it, shall be provided to any proposer who or which has submitted a proposal.

5) A Cone of Silence shall begin when the RFP is first publicly noticed, and shall terminate upon execution of the agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFP solicitation.

6) Any action in violation of this section may be cause for disqualification of a violation or disqualification shall be made by the City Commission.

Project Schedule

Any questions should be directed to:

Brooke Berkowitz

Brooke.berkowitz@colliers.com

(954) 652-4633

Any additional information on the project can be found in the:

[Dropbox Folder](#)

Non Mandatory Pre-Bid Conference

A pre-bid conference will be held on Thursday, May 2, 2019 at 2pm at 100 W Dania Beach Boulevard.

Please RSVP to brooke.berkowitz@colliers.com if you plan to attend.

Deadline for Questions

Thursday May 9, 2019

Responses to Questions

Thursday May 16, 2019

Call for Offers

The submission deadline for this offering is Thursday, May 30, 2019 by 2:00 pm

Submittals must be submitted to

Thomas L. Schmeider, CMC, City Clerk

100 W Dania Beach Boulevard

Dania Beach, FL 33004

Submittal must include eight (8) copies and one (1) electronic copy.

EVALUATION CRITERIA

Proposals will be ranked on the Evaluation Criteria listed below

The criteria are itemized with their respective weights for a maximum total of 100 points. A Developer may receive the maximum points, a portion of this score, or no points at all, as determined by the Committee members.

Firm Experience/Team:	20
Similar Past Projects:	10
Financial Ability:	30
Conceptual Plan/Timeline:	20
Deal Structure:	20

A Committee will meet to rank and review the responses. The Committee reserves the right, but is not obligated, to require oral presentations from one or more of the Developers and shall have the option to short-list and solicit Best and Final Offers from Developers.

If the Committee elects to shortlist qualified firms, the City and the CRA may recommend to award a contract directly to the short-listed Developer deemed to be the most qualified to perform the requested Services and complete the Project. The CRA reserves the right to consult with all short-listed Developers regarding the following:

- 1) Establish priorities and sequence of work to be performed;
- 2) Identify segments of work;
- 3) Identify ideal Project structures and financing arrangements;
- 4) Develop a realistic timeframe; and
- 5) Develop a detailed scope of work.

The feedback received from the shortlisted Developers regarding development of timelines and scope of work may be taken into consideration by the CRA before issuance of a final scope of services and final project recommendation however, the CRA's decision regarding timelines, Project scope, structure and other issues set forth in the final scope of services will be final.

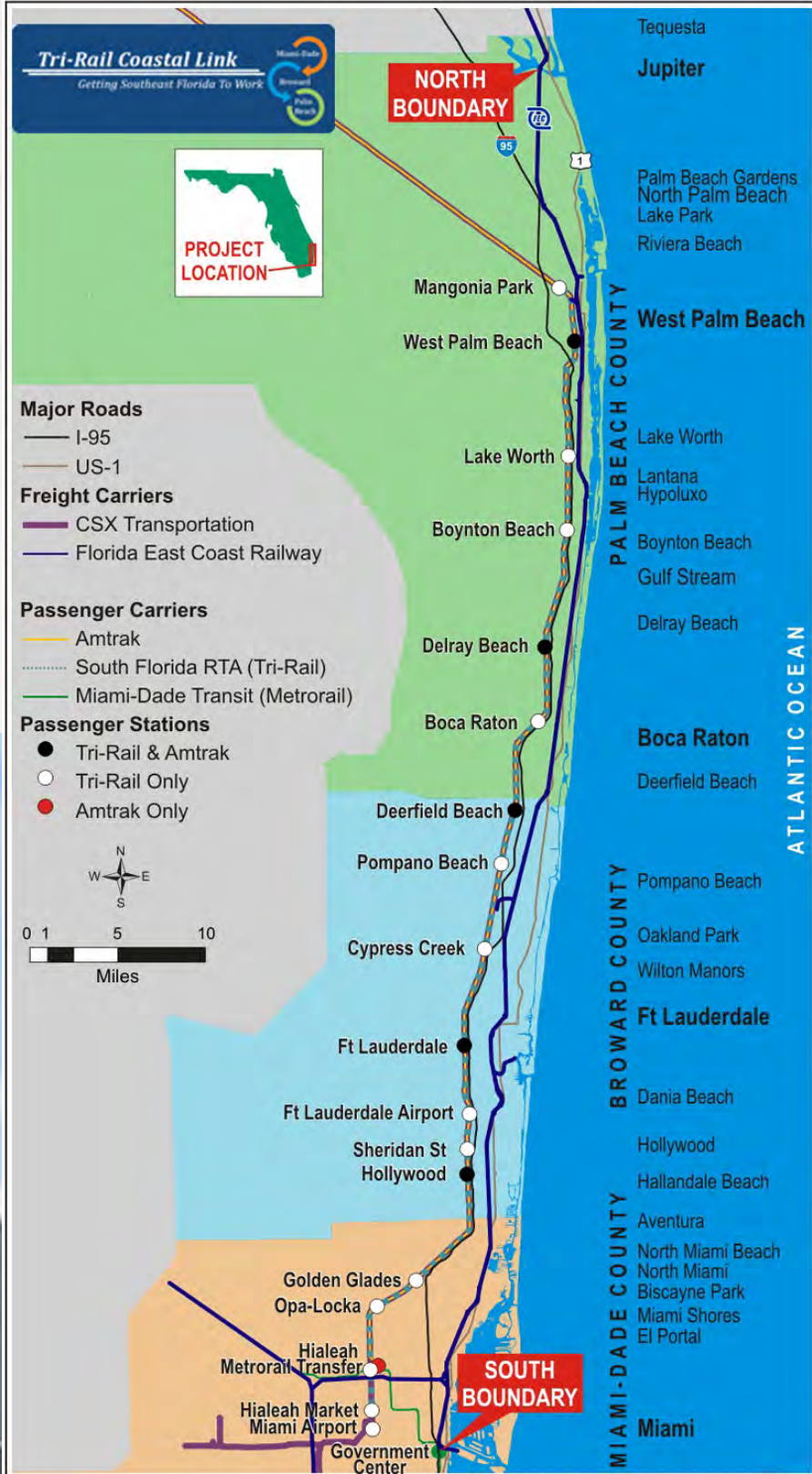
Based on the final rankings resulting from the process described above, the Committee will make a recommendation to the CRA Board and City Commission for the award of an agreement(s).

MARKET DRIVERS

FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT DISTANCE: 1.8 MILES

Fort Lauderdale's economic well-being is intrinsically entwined with Fort Lauderdale-Hollywood International Airport (FLL) system and its robust aviation industry. One of the nation's fastest growing airports, FLL, offers domestic and international flights in conjunction with nearby Miami International and Palm Beach International Airports. In 2017, FLL ranked as the 19th busiest airport in the country transporting 32.5 million passengers in and out of Fort Lauderdale. FLL offers more than 353 departure flights each day transporting over 80,000 passengers through the four terminals with an average of 144 seats per departure. Twelve new international cities were added in 2016 for a total of 140 destinations served, an increase of 13 percent over 2015. FLL ranks 2nd among large hub airports for growth in scheduled available seats from Jan-Jun 2018, up 8.5% from 2016.





POTENTIAL TRI-RAIL COASTAL LINK DISTANCE: ADJACENT

The planned Tri-Rail Coastal Link service on the Florida East Coast (FEC) railway is a strategic investment for Southeast Florida and has the ability to enhance the long-term competitive position of the region. The Coastal Link will generate an extensive range of benefits that go beyond the direct impacts of any individual project, including spurring economic development, creating jobs, improving regional access and mobility, and providing opportunities for transit-oriented development. The South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) along with partners at the Miami-Dade, Broward and Palm Beach Metropolitan Planning Organizations (MPOs), the Southeast Florida Transportation Council (SEFTC), and the South Florida and Treasure Coast Regional Planning Councils are working diligently to make the Coastal Link service a reality in South Florida.

A station is proposed at Dania Beach Boulevard and Northwest 4th Avenue as the City of Dania Beach has made significant investment in infrastructure to accommodate future development. The proposed station also includes great pedestrian access to surrounding commercial and residential uses.

OPPORTUNITIES FOR TRANSIT ORIENTED DEVELOPMENT

- Vacant parcels within the station area provide infill opportunities.
- The City of Dania Beach has made a significant investment in water and sewer infrastructure to accommodate future development.
- The City is actively promoting economic development and redevelopment of the urban core into a hub for living, employment, and entertainment.
- Good pedestrian access to surrounding land uses-retail, residential, and commercial.

PROXIMITY TO FORT LAUDERDALE DISTANCE: 5 MILES

Downtown Fort Lauderdale has been transformed into a walkable “live, work & play” cosmopolitan environment. Just 5 miles away from Dania Beach, the Central Business District, offers close to 5 million square feet of class A office space and a wide variety of housing with hundreds of restaurants, shops, attractions, and amenities. Since the 1900’s, the Las Olas Corridor has been the heart and soul of Fort Lauderdale. Not only is this unique and eclectic shopping and dining district well-positioned to enjoy the views of the New River that runs through the heart of the City, the Boulevard provides a primary connection from downtown to the beach. Designed to spur economic growth, the City succeeded in developing a “must-visit” International dining and shopping destination. The Corridor features more than 120 specialty retail shops, over 30 al fresco dining options, 10 major international art galleries, 3 world class museums, 1 charming historic hotel and much more under construction.



BEACHES DISTANCE: 2 MILES

The Greater Fort Lauderdale beaches include 23 miles of sun-kissed beaches and are also an easy walk from many hotels, restaurants and activities. The beaches, including Hollywood, Dania Beach, Deerfield Beach, Pompano Beach, Lauderdale-by-the-Sea and Fort Lauderdale, are proud to have been continuously certified as Blue Wave Beaches by the Clean Beaches Council of Washington DC since 1999. As the hidden gem of the area, Dania Beach is home to some of the prettiest and least crowded stretches of ocean in Greater Fort Lauderdale. Dania Beach Ocean Park has an impressive fishing pier where you can dine and enjoy panoramic views and scrumptious seafood caught just out of the ocean. Close by, Dr. Von D. Mizell-Eula Johnson State Park is also a favorite destination for kayaking, swimming, and ocean activities. Dania Beach recently put a significant investment into its beaches.

PORT EVERGLADES DISTANCE: 3.9 MILES

Port Everglades is one of the busiest cruise ports in the world ranking as the top seaport in Florida by revenue (\$163 million in 2017) and the number one Florida seaport for exports (\$12.1 billion in 2017). It is the leading container port in Florida and the tenth most active cargo port in the United States ranked by volume (1,076,912 TEUs). Port Everglades offers cruises to more than 4.1 million passengers each year (2017). A number of capital improvements in the Port's Five-Year Master Plan position the port to expand operations to 5.6 million passengers in 2033. Port Everglades has also been selected as "World's Top Cruise Port" multiple times by Seatrade Insider. During the cruise season, Port Everglades sets multiple record breaking days for the number of cruise guests passing through Port Everglades in a single day. Interest in Port Everglades grows as the UBM Seatrade Cruise Global Convention moved to Fort Lauderdale from Miami and held their conference at the Greater Fort Lauderdale/Broward County Convention Center for the past 3 years. The conference is the largest of its kind in the world and attracts more than 800 exhibitors and approximately 11,000 attendees annually.



DANIA POINTE DISTANCE: .65 MILES

Dania Pointe is a 102-acre premier mixed-use development with 1,000,000+ SF of retail and with at least 25 new restaurants, Class A offices, two Marriott hotels with 350 total rooms, 600 upscale rental apartments and several public event spaces. With 1,600 linear feet of frontage on I-95 and immediate proximity to the FLL, Port Everglades Cruise Port, and the DCOTA Design Center, Dania Pointe's sophisticated mix of shop, work, live, play and stay options will make it Broward County's preeminent lifestyle destination. The first phase of its community retail section recently opened with tenants such as: BrandsMart, Hobby Lobby, TJ Maxx, Shoe Carnival, Men's Wearhouse, Ulta Cosmetics, Five Below, America's Best Optical, Verizon, Starbucks, Aspen Dental, First Watch, and Padrino's Cuban Café. Under construction with scheduled openings in the near future are Lucky's Market, Outback Steakhouse, Too Jay's Deli, and PDQ Chicken. The second "lifestyle" phase of the development, which broke ground in July 2018, is estimated to include an additional 370,000 square feet of retail including Bowlero and Regal Cinema, 264 residential units, a 200 room Marriott AC Hotel, 250,000 SF of office and more than a dozen full service and casual dining restaurants.



THE CASINO @ DANIA BEACH DISTANCE:0.5 MILES

The newest casino in Broward County, The Casino @ Dania Beach is here and features 750 slot machines, a 24 table card room, nationally known recording artists and comedians, simulcast lounge and sports bar, multiple dining options and live Jai-Alai. The brand new Casino @ Dania Beach offers a gaming and entertainment experience like no other in a friendly and fun environment. In 2016, The Casino @ Dania Beach unveiled its \$60 million makeover after closing for two years prior. With an emphasis on entertainment over gambling, the casino was brought into the 21st century.

The Casino @ Dania Beach is known for its live Jai Alai matches which are now hosted on a recently renovated court with seating for 500 spectators. A large video screen on the main casino floor showcases the jai alai games. The jai alai roster at the casino includes 36 players, including 14 new players from Spain who play six days a week. Local bands and major acts entertain at a concert venue with 850 seats. The Casino @ Dania Beach is also adding new nightly entertainment programming to large concerts and revamped dining options to fully-enhance guests' experience.



MARINE INDUSTRY DISTANCE: LESS THAN A MILE

Broward County is known as the “International Marine Hub” and the “Yachting Capital of the World,” Broward County enjoys a thriving recreational marine industry and leads the state. Today, Greater Fort Lauderdale’s marine industry encompasses world-class shipyards, manufacturing, wholesale and retail marine products, brokers, dockage and every conceivable type of marine service. With an economic impact estimated at \$8.8 billion in Broward County and \$12 billion in the Greater Fort Lauderdale region, this is one of the area’s largest sectors, contributing more than 110,000 jobs in Broward County and 136,000 jobs regionally and representing more than \$4 billion in wages and earnings in the region, up from \$3 billion in 2010.

Fort Lauderdale is home to one of the world’s premier recreational marine events, the Fort Lauderdale International Boat Show, attracting more than 130,000 visitors annually and appealing to buyers from all over the globe. The Boat Show started as a small local exhibition in 1959, and grew to become the largest boat show in the world and the largest single event in the State of Florida. The Boat Show’s annual economic impact is estimated to contribute approximately \$857 million to the overall economy in the state of Florida, considerably more than the Super Bowl. Star Center-American Maritime Officers Training Facility (STAR), a division of the Safety & Education Plan of American Maritime Officers (AMO), is the largest maritime labor organization for licensed merchant mariners in the USA, located in Dania Beach. Below are two of Dania’s mega yacht facilities Derecktor and Seaheaven.



LOCATION OVERVIEW

DOWNTOWN FORT



FORT LAUDERDALE AIRPORT



DANIA POINTE

**The
First**
At Dania Beach

LAUDERDALE

PORT EVERGLADES

RT

DANIA BEACH BLVD



DANIA BEACH
SEAT. LIVE & LOVE IT

MAP - NEW DEVELOPMENTS



 **DANIA POINTE**
SHOPS | RESIDENCES | OFFICES
DINING | ENTERTAINMENT | HOTELS

The First
At Dania Beach



1

2

1. Seahaven Mega Yacht Facility (301 NE 5th Ave)
2. The Casino at Dania Beach (301 E Dania Beach Blvd)
3. Wyndam Garden Hotel (129 N Federal Hwy)
4. Holiday Inn Express (205 N Federal Hwy)
5. The Place at Dania Apartments (180 E Dania Beach Blvd)
6. The Morrison Hotel (28 S Federal Hwy)
7. Dania Pointe (81 SW 18th Ave, Dania Beach)
8. Tru Hotel (44 N Federal Hwy)
9. Trion Apartments (24 N Federal Hwy)
10. Comfort Suites (302 N Federal Hwy)



DANIA BEACH
FLORIDA

welcome
BROWARD'S



me to FIRST CITY



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brooke.berkowitz@colliers.com



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 CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, AS A SUB-RECIPIENT FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM THROUGH THE BROWARD SHERIFF'S OFFICE

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - BC ILA JAG 2017, R-2019- BC ILA JAG Grant 2017 Sub-Recipient through BSO, BSO Justice Assistance Grant Program (JAG) Subrecipient Agreement



City of Dania Beach City Manager's Office

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) – 921-2604 (fax)

MEMORANDUM

Date: March 7, 2019

To: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

From: Colin Donnelly, Assistant City Manager

Subject: 2017 Edward Byrnes Memorial Justice Assistance Grant (“JAG”) Agreement

The City of Dania Beach annually receives grant funds as a sub-recipient from the Department of Justice to be used for crime prevention. The grant funds are limited in their use and cannot be used to supplement the annual police services budget. Funds have been used to support a regional crime analyst and for overtime for various initiatives. Chief Marks recommends that this round of funds, which totals \$4,107.09, be used to assist in auto theft prevention and to also address recidivism of juvenile offenders. Additionally, \$8,595.00 in funding will be used to support a regional crime analyst. There is no cash or in-kind match for this grant.

The City will be entering into an Interlocal Agreement with BSO for it to manage the grant and to do all of the reporting that is required in the attached Agreement.

Recommendation

Approve the resolution to authorize the City to enter into an Interlocal Agreement with Broward County for Department of Justice grant funds.

CD:TJA:la

RESOLUTION NO. 2019-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, AS A SUB-RECIPIENT FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM THROUGH THE BROWARD SHERIFF'S OFFICE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County is a recipient of the federal Edward Byrne Memorial Justice Assistance Grant ("JAG") funds; and

WHEREAS, the County sub-awards funds to eligible governmental entities and has entered into an agreement ("Agreement") with the Broward Sheriff's Office ("BSO") to act as the managing entity for pass-through JAG funds to individual participant cities; and

WHEREAS, the City of Dania Beach has been identified as an eligible jurisdiction and is awarded Four Thousand One Hundred Seven Dollars and Nine Cents (\$4,107.09) for overtime expenses related to an "Auto Theft Juvenile Offender Prevention Initiative and Crime Analyst Retention Project"; and

WHEREAS, the City is requesting to enter into a sub-recipient agreement with regard to the grant award; and

WHEREAS, Exhibit B, Subjection H of the Agreement provides that the City will contribute Eight Thousand Five Hundred Ninety-five Dollars (\$8,595.00) to the Regional Crime Analyst Retention Project from the City's Justice Assistant Grant Award that will be retained by BSO for this purpose; and

WHEREAS, the City intends to enter into an Interlocal Agreement with the Broward Sheriff's Office to manage the grant and to do all of the reporting required in the sub-recipient Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That the appropriate City Officials are authorized to execute an Interlocal Agreement with Broward County through the Broward Sheriff's Office related to a sub-recipient

agreement for the 2017 Edward Byrne Memorial Justice Assistance Grant Program in the amount of Four Thousand One Hundred Seven Dollars and Nine Cents (\$4,107.09).

Section 3. That funding will be appropriated as necessitated in the Grant Fund.

Section 4. That the appropriate City Officials are authorized to do all things necessary and expedient, in order to effectuate the execution of the Agreement described above, and to carry out the aims of this Resolution.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution shall be 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 March 12, 2019.

ATTEST:

THOMAS SCHNEDIER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



**SUBRECIPIENT AGREEMENT BETWEEN SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY FLORIDA
AND CITY of DANIA BEACH FOR
Edward Byrne Memorial Justice Assistance Grant Program**

This is a Sub-recipient Agreement ("Agreement"), made and entered into by and between Scott J. Israel as Sheriff of Broward County, a constitutional officer of Broward County ("BSO") and City of DANIA BEACH, ("Sub-recipient"), (collectively referred to as the "Parties").

- A. The U.S. Department of Justice ("DOJ") has identified Broward County as a "disparate" County.
- B. Broward County ("County") is a recipient of federal Edward Byrne Memorial Justice Assistance Grant ("JAG") funds. As a non-federal pass-through entity for this program, the County sub-awards JAG funds to eligible units of government. All sub-awards made by the County to eligible units of government under this program require compliance with this Agreement upon signed acceptance of the sub-award.
- C. County has entered an agreement with BSO to act as: 1) the managing entity to pass-through JAG funds to individual participant cities; and 2) enter individual sub-recipient agreements with each individual city containing the provisions herein.
- D. The Sub-recipient has been identified as an eligible jurisdiction able to implement the objectives and goals of the JAG program, Catalogue of Federal Domestic Assistance ("CFDA") Number 16.738.
- E. The parties have entered a Memorandum of Understanding pertaining the subject funds but the DOJ and County require a more extensive, individual sub-recipient agreement in the form herein.
- F. This Agreement must be consistent with the requirements outlined in 2 CFR 200.331, the Federal Uniform Administrative requirements, Cost Principals, and Audit Requirements for Federal Awards found in Title 2 Grants and Agreements, Part 200.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

SECTION I: PURPOSE

This Agreement establishes the relationship between the Parties for participation in the FY 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2017-DJ-BX-0823). The Federal Award Identification Number is 2017-DJ-BX-0823 and the Federal Award Date to the County was June 26, 2018. Pursuant to the Federal Funding Accountability and transparency Act (FFATA) the Federal award project description for the Sub-recipient is individually summarized in Exhibit A attached hereto and incorporated by reference.

Upon acceptance of the sub-award, the terms and conditions outlined herein will become binding. As a unit of government, the Sub-recipient will maintain required state and federal registrations and

certifications for eligibility under this program. The Sub-recipient must submit required programmatic and financial reports documenting that eligible activities were completed in accordance with the grant and program requirements.

SECTION II: AWARD

The Sub-recipient's grant award is as follows:

Sub-recipient's Name	Sub-award Amount
<u>City of DANIA BEACH</u>	<u>\$4,107.09</u>

The BSO will only reimburse Sub-recipient for authorized activities. BSO will not reimburse for costs incurred for any purpose other than those specified in this Agreement. Failure to comply with provisions of this Agreement, including failure to perform grant activities as specified in this Agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and this Agreement, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project

Grant funds must not to be used for research and development and the Grant funds must not be used for lobbying. Funds allocated under this Agreement shall not be used for prohibited expenditures found in 34 U.S.C. § 10152(d), 42 U.S.C. § 3751, or other prohibited expenditures as identified within the grant.

SECTION III: METHOD OF BILLING AND PAYMENT

Sub-recipient may submit invoices for compensation no more often than on a monthly basis, but only after the activities for which the invoices are submitted have been completed. An original invoice transmitted electronically is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than thirty (30) days after expiration or earlier termination of this Agreement. Invoices must designate the nature of the activities completed and, as applicable, the personnel, hours, tasks, or other detail as requested by BSO and/or the County. All payments made to Sub-recipient are contingent upon approval of BSO and the County and shall be delayed to the extent required for: 1) BSO to secure County's approval of the payment; and 2) BSO securing payment from County to pass-through to the Sub-recipient.

Invoices shall be submitted to:

Norma McGraw
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Norma_mcgraw@sheriff.org

SECTION IV: TERM

The term of this Agreement and the sub-award period of performance shall begin retroactive to October 1, 2016 and shall end on September 30, 2020. The continuation of this Agreement beyond the end of any County fiscal year is subject to the appropriation and availability of necessary funding from the JAG Program.

SECTION V: GENERAL REQUIREMENTS

Sub-recipient must comply with all requirements contained within the JAG Grant's special conditions attached hereto and marked as Exhibit C Award #2017-DJ-BX-0823) applicable to Sub-recipient's portion of the funds. Additionally, Sub-recipient must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant program guidance, federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

- **Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principals, Subpart F Audit Requirements and all applicable Appendices.** This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new sub-awards made under Federal grants awarded on or after December 26, 2014 <http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1 &rgn=div5>
- **Code of Federal Regulations:** www.gpo.gov/fdsys/
 - 2 C.F.R. § 175.15(b), "Award Term for Trafficking in Persons"
 - 28 C.F.R. § 38, "Equal Treatment of Faith-Based Organizations"
 - 28 C.F.R. § 66, "U.S. Department of Justice Common Rule for State and Local Governments" (Common Rule)
 - 28 C.F.R. § 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63
- **Public Law**
 - Pub. L. No. 109-162, Title XI-Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: <http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf>.
- **United States Code:** www.gpo.gov/fdsys/
 - 42 U.S.C. §§ 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968."
- **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:** <http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>.

SECTION VI: STANDARD CONDITIONS

Sub-recipient is bound by the following standard conditions:

- 6.1 **Payment Contingent on Appropriation and Availability of Funds** – The BSO’s obligation to reimburse Sub-recipient for costs incurred under this Agreement is subject to the availability of federal funds and annual appropriation by the Board of County Commissioners of Broward County, Florida
- 6.2 **System for Award Management (SAM)** – Sub-recipient must maintain current information in SAM until it submits the financial report required under this award or receives the final payment, whichever is later. This requires the Sub-recipient to review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.
- 6.3 **Commencement of Project** – If a project is not operational within 60 days after the date of full execution of this Agreement, Sub-recipient must report by letter to BSO, and to the County, if requested by the County, the steps taken to initiate the project, the reasons for delay, and the expected start date.
 - 6.3.1 If a project is not operational within 90 days after the date of full execution of this Agreement, the Sub-recipient must submit a second statement to BSO, and to the County, if requested by County explaining the implementation delay.
 - 6.3.2 Upon receipt of the ninety (90) day letter, BSO and/or the County will determine if the reason for the delay is justified or will, at BSO’s and/or the County’s discretion, unilaterally terminate this agreement. BSO, where warranted by extenuating circumstances and with the approval of the County, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.
- 6.4 **Supplanting** – Sub-recipient acknowledges that funds received under this award will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 6.5 **Personnel Changes** – Upon implementation of the project, in the event there is a change in Chief Officials for the Sub-recipient, implementing agency, or any contact information to include mailing address, phone number, email or title change, project staff must notify the DOJ Grants Management System (GMS) help desk to update the organizational information in GMS. Project director changes require a grant adjustment in GMS.
- 6.6 **Non-Procurement, Debarment and Suspension** – Sub-recipient must comply with 2 C.F.R. § 180, “OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement).” These procedures require Sub-recipient to certify that it will not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the BSO, with agreement by the County.

- 6.7 **Federal Restriction on Lobbying** – Sub-recipient must comply with 28 C.F.R. § 69, “New Restrictions on Lobbying” and must file the most current edition of the Certification and Disclosure Form, if applicable, with each submission that initiates consideration of such Sub-recipient for award of a federal contract, grant, or cooperative agreement. In addition, the Sub-recipient must not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the OJP.
- 6.8 **The Coastal Barrier Resources Act** – Sub-recipient must comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (Pub. L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 6.9 **Enhancement of Security** - If funds are used for enhancing security, Sub-recipient must:
- 6.9.1 Have an adequate process to assess the impact of any enhancement of a security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 6.9.2 Conduct such an assessment with respect to each such enhancement and submit to BSO, and to the County, if requested by the County, the aforementioned assessment in its Final Program Report.
- 6.10 **Intentional Deleted-**
- 6.11 **Conferences and Inspection of Work** - Conferences may be held at the request of any Party to this agreement. At any time, a representative of BSO, the County, the U.S. Department of Justice, or the County Auditor, have the right to visit the project site to monitor, inspect and assess activities performed under this agreement.
- 6.12 **Insurance Requirements** – Sub-recipient is an entity subject to Section 768.28, Florida Statutes, and will be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Sub-recipient must furnish verification of liability protection in accordance with state law prior to final execution of this agreement.

SECTION VII: CIVIL RIGHTS REQUIREMENTS

- 7.1 Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in federally funded programs or activities. The Sub-recipient, implementing agency, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice

Non-Discrimination Regulations 28 C.F.R. § 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

- 7.2 BSO does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age. Sub-recipient must notify program participants and beneficiaries that they do not discriminate on the basis of race, color, national origin, religion, sex, disability, or age in the delivery of services, benefits, or employment practices.
- 7.3 Sub-recipient is responsible for ensuring that contractors and agencies to whom it passes through funds are compliant with all Civil Rights requirements and that those contractors and agencies are aware that they may file a discrimination complaint with the Sub-recipient, with BSO, the County, or with the Office for Civil Rights (OCR), and how to do so.
- 7.4 Equal Employment Opportunity Plans
 - 7.4.1 The Sub-recipient or implementing agency must develop EEO Plans if they have 50 or more employees and have received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the Sub-recipient or implementing agency, and must be available for review and audit. The organization must also submit an EEO Certification to BSO and to the County, if requested by the County.
 - 7.4.2 If the Sub-recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the DOJ, it must submit its plan to the DOJ for approval. A copy of the DOJ approval letter must be submitted to BSO and the County, if requested by the County. The approval letter expires two years from the date of the letter.
 - 7.4.3 The Sub-recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees; does not receive any single award of \$25,000 or more from the DOJ; or is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification of Exemption to BSO and to the County, if requested by County.
 - 7.4.4 The Sub-recipient and implementing agency acknowledge that failure to comply with EEO requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- 7.5 **Americans with Disabilities Act** – Sub-recipient must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 101-336), which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services, and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- 7.6 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G))** - If Sub-recipient has 50 or more employees and receives

DOJ funding of \$25,000 or more, it must take the following actions:

- 7.6.1 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. § 42(G), which prohibits discrimination on the basis of a disability in employment practices and the delivery of services.
- 7.6.2 Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. § 42(G).
- 7.6.3 Notify participants, beneficiaries, employees, applicants, and others that the Sub-recipient or implementing agency does not discriminate on the basis of disability.
- 7.7 **Limited English Proficiency (LEP)** - In accordance with DOJ Guidance pertaining to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. BSO strongly encourages Sub-recipient to have a written LEP Language Access Plan.
- 7.8 **Immigration and Nationality Act** - No federal funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). BSO and the County will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by BSO.

SECTION VIII: FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

8.1 Fiscal Control and Fund Accounting Procedures

- 8.1.1 All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common rule, and OMB Uniform Grant Guidance (2 C.F.R. § 200) as applicable, in their entirety.
- 8.1.2 Sub-recipient must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319 Competition. The Sub-recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Sub-recipient must have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a Sub-recipient must be able to accommodate a fund and account structure to separately track receipts,

expenditures, assets, and liabilities for awards, programs, and sub-recipients.

- 8.1.3 All funds spent on this project must be disbursed according to provisions of the project budget as approved in the JAG sub-award.

SECTION IX: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 9.1 **Obligation of Sub-recipient Funds** – Sub-award funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the period of performance. Only project costs incurred on or after the effective date and on or prior to the termination date of the Sub-recipient's project is eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the sub-award period of performance.

9.2 Performance

- 9.2.1 **Sub-award Performance** - The Sub-recipient must comply with state and federal requirements for sub-award performance under 2 C.F.R. §§ 200.76 and 200.77. The sub-award must describe the timing and scope of expected performance as related to the outcomes intended to be achieved by the project activities. Where appropriate, the sub-award should provide specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or activities completed or public impacts of any of these) with an expected timeline for accomplishment. Submitted programmatic reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the Sub-recipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives, or performance goals that are relevant to the program.

- 9.2.2 **Performance of Agreement Provisions** - In the event of default; non-compliance; or violation of any provision of this Agreement by the Sub-recipient, the Sub-recipient's consultants and suppliers, or both, B S O may impose sanctions it deems appropriate or BSO shall impose sanctions required by County against Sub-recipient, including withholding payments, cancellation, termination, or suspension of this Agreement in whole or in part. In such event, BSO will notify the Sub-recipient of its decision thirty (30) days in advance of the effective date of such sanction. The Sub-recipient will be reimbursed only for those activities satisfactorily completed prior to the effective date of such sanction.

- 9.2.3 **Reports** – Sub-recipient must submit Monthly Project Performance Reports to BSO and to the County, if requested by the County, within fifteen (15) days after the end of the reporting period. In addition, if the sub-award period is extended beyond the "original" project period, additional Monthly Project Performance Reports must be submitted.

- 9.2.3.1 **Report Contents:** Performance Reports must include to the status of all objectives included in the sub-award. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may

be required if necessary to comply with federal reporting requirements.

9.2.3.2 Submission Process, Frequency and Format: Performance Reports may be submitted by the Sub-recipient's representative and Performance Reports must be submitted quarterly titled General Information Module, Goals and Objectives Module, Activity/Program Selection Module and Law Enforcement Module in a format required by BSO, County and/or DOJ.

9.3 Financial Expenditure Reports

9.3.1 Sub-recipient must submit a Monthly Project Expenditure Report to BSO, and to the County, if requested by the County.

9.3.2 All project expenditures for reimbursement of Sub-recipient costs must be submitted on BSO Expenditure Report, and if requested by County, submitted on County's Expenditure Report Forms.

9.3.3 All Project Expenditure Reports must be submitted in sufficient detail for proper pre-audit and post-audit.

9.3.4 Before the "final" Project Expenditure Report will be processed, Sub-recipient must submit to BSO, and to the County, if requested by the County, all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions may result in forfeiture of reimbursement.

9.3.5 Reports are to be submitted even when no reimbursement is being requested.

9.3.6 Reports must be electronically signed by the Sub-recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

9.4 Other Reports – Sub-recipient must submit the Uniform Crime Report and other reports as may be reasonably required by BSO, and to the County, if requested by the County.

SECTION X: MONITORING AND AUDITS

10.1 Access to Records - BSO, the County, U.S. Department of Justice, U.S. Comptroller General or any of their duly authorized representatives, must have access to books, documents, papers and records of the Sub-recipient, implementing agency, and contractors, related to the sub-award, for the purpose of audit and examination according to the Financial Guide and the Common Rule.

BSO reserves the right to unilaterally terminate this Agreement if the Sub-recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Section 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Section 119, Florida Statutes, and made or received by the Sub-recipient or its contractor in conjunction with this Agreement.

- 10.2 **Monitoring** – Sub-recipient must comply with BSO’S and the County’s grant monitoring guidelines, protocols, and procedures; and cooperate with BSO and the County on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, contract reviews and audits. Sub-recipient must provide all documentation necessary to complete monitoring of the sub-award and verify expenditures. Further, Sub-recipient must abide by reasonable deadlines set by BSO and the County for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Sub-recipient’s sub-award, including, but not limited to: withholding and/or other restrictions on the Sub-recipient’s access to funds, referral to the County Auditor for audit review, designation of the Sub-recipient as a High-Risk grantee, or termination of award(s).
- 10.3 **Property Management** – Sub-recipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by BSO and the County or purchased pursuant to this Agreement consistent with federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, or 2 C.F.R. § 200, as applicable. This obligation continues as long as the Sub-recipient retains the property, notwithstanding expiration of this Agreement.
- 10.3.1 **Property Use** – Sub-recipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Sub-recipient must use, manage, and dispose of equipment acquired under a Federal award in accordance with 2 C.F.R. § 200.313, “Equipment”.
- 10.4 **High Risk Sub-recipients** – Sub-recipient must comply with any additional requirements that may be imposed during the grant performance period if BSO, County or the DOJ determines the Sub-recipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.
- 10.7 **Reporting, Data Collection and Evaluation** – Sub-recipient must comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for JAG. Compliance with these requirements will be monitored by BSO and/or the County.
- 10.8 **Retention of Records** – Sub-recipient must maintain all records for a minimum of five (5) years from the date of the financial statement and such records must be available for audit and public disclosure upon request. Sub-recipient must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>
<http://dos.myflorida.com/media/693578/gso2.pdf>.
- 10.9 **Single Annual Audit**
- 10.9.1 A Sub-recipient that expends \$750,000 or more in a year in federal awards must have a single audit or program-specific audit conducted for that year. The audit must be

performed in accordance with 2 C.F.R. § 200(F) Audit Requirements and other applicable federal law. This Agreement must be identified in the Schedule of Federal Financial Assistance in the subject audit. The audit report must be identified as federal funds passed through BSO and the County and include the contract number, award amount, contract period, funds received, and funds disbursed.

10.9.2 A complete audit report that covers any portion of the effective dates of this Agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report must include any management letters issued separately and management's written response to all findings, including audit report and management letter findings. Incomplete audit reports will not be accepted by BSO or the County.

10.9.3 Audits must be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Sub-recipient must procure audit activities according to 2 C.F.R. § 200.509 and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

10.9.4 Sub-recipient must promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. Sub-recipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.

10.9.5 Sub-recipient must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records must be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by BSO and the County.

A Sub-recipient that expends less than \$750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. § 200(F) for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, must be provided to BSO and to the County by the Chief Financial Officer, or designee, that the Sub-recipient is exempt. This notice must be provided to BSO and the County no later than June 30 following the end of the fiscal year.

10.9.6 If this Agreement is closed without an audit, BSO and the County reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

10.9.7 The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must

include required elements described in Appendix X to Part 200 on the specified Data Collection Form (Form SF-SAC) and be signed by a senior level representative or chief official of the auditee.

- 10.10 Assignment** - BSO may assign this Agreement to the County with notice to Sub-recipient and County, so long as County agrees to perform BSO's obligations and duties upon the same terms and conditions contained here.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:

AGREEMENT BETWEEN BROWARD COUNTY AND SUB-RECIPIENT FOR THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY FLORIDA

By: _____

Colonel Tom Harrington,
Executive Director-Department of Administration
_____ day of _____, 20_____

Approved as to form & legal sufficiency
subject to the execution by the parties

By: _____

Ronald M. Gunzburger
General Counsel / Executive Director
Broward Sheriff's Office

Date: _____

AGREEMENT BETWEEN BROWARD COUNTY AND
SUB-RECIPIENT FOR THE EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

SUB-RECIPIENT

CITY of **City of DANIA BEACH**

By: _____

EXHIBIT A

Project Description

Seventeen cities within Broward County will benefit from the grant award which will provide a range of criminal justice related activities that will assist local law enforcement efforts and local initiatives to include: technology improvement programs, personnel, equipment, and training. The goal of the project is to utilize funds designated for County municipalities to deter crime and increase public safety.

The Sub-recipient's project is generally described as: The Broward County Sheriff's Office Dania Beach District will utilize awarded JAG Funds for overtime expenses related to an Auto Theft, Juvenile Offender Prevention Initiative and Crime Analyst Retention Project. These funds will allow the Dania Beach District to conduct plainclothes and unmarked surveillance in locations that are experiencing an increase in Auto Theft crimes. These locations will be identified through our regional Crime Analyst who will provide current data regarding times, dates and location of crimes. Deputies and Detectives will be deployed in these areas in an attempt to apprehend suspects who are responsible for committing these offenses. The Juvenile Offender Prevention aspect of the initiative will consist of Dania Beach detectives monitoring known juvenile offenders by conducting house checks and parental contacts. The end result of this initiative is expected to show a reduction in Auto Theft crimes as well as a reduction in juveniles committing additional offenses.

EXHIBIT B

2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
PROGRAM BUDGET

ACCOUNT CATEGORY	BUDGETED AMOUNT
Personnel	\$2,837.00
Fringe Benefits	\$1,270.00
Equipment	\$0
Supplies	\$0
Training	\$0
Other	\$0
Indirect cost	\$0
Administrative Fees	
Total Sub-award to Sub-recipient	\$4,107.09

SUBRECIPIENT'S BUDGET NARRATIVE

A. PERSONNEL - \$2,837.00

Deputies will work Overtime to conduct surveillance of targeted businesses, hotels and residences in the city of Dania Beach experiencing an increase of auto theft. Additionally, JAG funds will be utilized for Deputies who work Overtime to monitor the activity of juvenile offenders who reside in the city. Approximately, 41.72 hours will be used for the life of the project.

B. FRINGE BENEFITS - \$1,270.00

It is customary to cover basic benefit plan for Deputies working on this project which includes FICA at 7.65% and Special Retirement at 23.27% which are the Florida Department of Management Services Division of Retirement percentage rate.

C. TRAVEL -

There is **NO** travel expenses charged to this project.

D. EQUIPMENT -

There is **NO** equipment expenses charged to this project.

E. SUPPLIES -

There is **NO** supply expenses charged to this project.

F. CONSTRUCTION -

This is not an **ALLOWABLE** expense.

G. CONSULTANTS/CONTRACTS -

There is **NO** Consultant/Contractor expenses charged to this project.

H. OTHER - \$8,595.00

The city of Dania Beach has agreed to contribute to the Regional Crime Analyst Retention Project (\$7,500.00) and donate 8.62% (\$1,095.00) of its award to manage this award.

I. INDIRECT COSTS -

There is **NO** Indirect expenses charged to this project.

SUBGRANT AWARD CERTIFICATE

Sub-recipient's Name: City of DANIA BEACH

DUNS No. 098525728

Federal Award Date: 06/26/2018

Project Title: 2017 Byrne JAG Grant

Sub-award Period of Performance Start Date: 12/1/2018

End Date: 09/30/2020

Grant Number: 2017-DJ-BX-0823

Federal Award Identification No.: 2017-DJ-BX-0823

Federal Funds: \$4,104.09

Federal award project period: 10/01/2016 to
9/30/2020

Federal award project description:

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

Name of the Federal Awarding Agency: Department of Justice

Pass-through entity: Broward County, Florida and the Broward Sheriff's Office

Contact information for the awarding official:

Norma McGraw

Broward Sheriff's Office

2601 West Broward Blvd.

Fort Lauderdale, Florida 33312

Norma McGraw@sheriff.org

Is the Award for Research and Development (R&D)? No

Indirect cost rate for the Federal award: N/A

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a sub-grant under Part E of

Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned sub-grantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this Agreement, or failure to meet minimum performance specified in the Agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the Agreement and OMB Uniform Guidance 200.338 - 200.342.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Sub-grant Award is returned to the BSO.

Sub-recipient: City of DANIA BEACH

By: _____

Department of _____

_____ day of _____, 20____

Date of Acceptance

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The Sub-recipient through its authorized representative, acknowledges receipt and acceptance of sub-grant award number **2017-DJ-BX-0823-01**, in the amount of **\$4,107.09**, for the description of the project submitted by Sub-recipient in this grant application, for the period of **12/1/2018** through **09/30/2020**, to be implemented in accordance with the approved sub-grant application, and subject to the BSO & County's Standard Conditions and any special conditions governing this sub-grant.

This sub-award requires that the Sub-recipient adhere to the following:

No recipient or Sub-recipient, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to restrict, the reporting of waste, fraud or abuse in accordance with the law to a department or agency authorized to receive such information. This is not intended to contravene requirements applicable to classified, sensitive or exempt information.

In accepting this award, the Sub-grantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.

The Sub-recipient undertakes a review to validate its compliance with 8 U.S.C. § 1373. If determined to be in compliance at the time of review, the Sub-recipient must submit documentation that contains a validation to that effect and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

If the Sub-recipient determines it is not in compliance at the time of review, sufficient and effective steps must be taken to bring itself into compliance. They will thereafter submit documentation that details the steps taken, which will contain a validation that it has come into compliance and includes an official legal opinion from counsel (including related legal analysis).

Sub-recipient : City of DANIA BEACH

By: _____

Department of _____

_____ day of _____, 20____

ATTESTATIONS AND CERTIFICATIONS

This form is required to be completed by the authorized official, or authorized official designee, of all Sub-grantee units of government receiving Edward Byrne Memorial Justice Assistance Grant (JAG) program federal pass-through funding from Broward County, through BSO. In accepting this award, the sub-grantee certifies that it will comply with the requirements set forth below and/or any other requirements of the sub-award. Failure to do so may result in a hold *or* freeze on the drawdown of federal funds, *and/or* suspension or termination of the Agreement.

Procurement Standards: The Sub-grantee, through its authorized representative, certifies the unit of government below has written procurement policies and standards that are compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. §§ 200.317-326, and OJP Financial Guide, Section 3.8. Additionally, the Sub-grantee assures these policies and standards will be utilized *for* all federal grant related procurement activities

Conflict of interest: Decisions related to use of these grant funds must be free of undisclosed personal organizational conflicts of interest, both in fact and in appearance. The sub-grantee, through its authorized representative, certifies that the unit of government below is compliant with OMS Uniform Requirements, 2C.F.R. § 200.112, and OJP Financial Guide Section 3.21 regarding Conflict of Interest, and will notify BSO , in writing of any potential conflicts of interest in accordance with this Agreement. The recipient must disclose in a timely manner, in writing, all violation of state or federal criminal law involving fraud, bribery, or gratuity violations.

Organization Name: City of DANIA BEACH

By: _____

Department of _____

_____ day of _____, 20____

EXHIBIT C
Grant Award and Special Conditions



U.S. Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 26, 2018

Mrs. Bertha Henry
Broward County
115 S. Andrews Avenue
Ft. Lauderdale, FL 33301

Dear Mrs. Henry:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$522,735 for Broward County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tamaro T. White, Program Manager at (202) 353-3503; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Alan R. Hanson", is positioned above the typed name.

Alan R. Hanson
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

June 26, 2018

Mrs. Bertha Henry
Broward County
115 S. Andrews Avenue
Ft. Lauderdale, FL 33301

Dear Mrs. Henry:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/ecop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

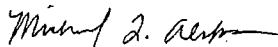
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 21

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Broward County
115 S. Andrews Avenue
Ft. Lauderdale, FL 33301

4. AWARD NUMBER: 2017-DJ-BX-0823

5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2020

BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2020

6. AWARD DATE 06/26/2018

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

596000531

8. SUPPLEMENT NUMBER

Initial

00

2b. GRANTEE DUNS NO.

144668584

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

2017 BYRNE-JAG GRANT

10. AMOUNT OF THIS AWARD

\$ 522,735

11. TOTAL AWARD

\$ 522,735

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY17(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 - 3797ff-5), including subpart 1 of part E (codified at 42 U.S.C. 3750 - 3758); see also 28 U.S.C. 530C(a).

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Alan R. Hanson
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Bertha Henry
County Administrator

17. SIGNATURE OF APPROVING OFFICIAL

Alan R. Hanson

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		522735

21. SDJUGT0875

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 2 OF 21

PROJECT NUMBER 2017-DJ-BX-0823

AWARD DATE 06/26/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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4. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.



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10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

14. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



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16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.



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22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

26. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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27. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

28. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the recipient (and any subrecipient at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

29. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

30. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

31. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

32. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.



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33. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

34. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

35. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

36. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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37. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

38. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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39. Prohibition on use of award funds for match under BVP program

JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

40. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

41. Body armor - compliance with NIJ standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

42. Required monitoring of subawards

The recipient must monitor subawards under this JAG award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

43. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

44. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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45. Prohibited Expenditures List

Award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

46. Controlled expenditures - prior written approval required

Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

47. Controlled expenditures - incident reporting

If an agency uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and the agency must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LE-Equipment-WG-Final-Report.pdf>.

48. Sale of items on Controlled Expenditure List

Notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with award funds may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The recipient must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

49. Prohibited or controlled expenditures - Effect of failure to comply

Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.



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50. Controlled expenditures - Standards

Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with award funds must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

51. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2016

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2016), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

52. "Certification of Compliance with 8 U.S.C. 1373" required for valid award acceptance by a unit of local government

In order validly to accept this award, the applicant local government must submit the required "Certification of Compliance with 8 U.S.C. 1373" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a unit of local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the unit of local government does submit the necessary certification regarding 8 U.S.C. 1373, it may submit a fully-executed award document executed by the unit of local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribes.



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53. Ongoing compliance with 8 U.S.C. 1373 is required

1. With respect to the "program or activity" funded in whole or part under this award (including any such "program or activity" of any subrecipient at any tier), throughout the period of performance for the award, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For purposes of this award, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2. Certifications from subrecipients. The recipient may not make a subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Similarly, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government or a "public" institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is one that is owned, controlled, or directly funded by a State or local government.

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means for purposes of 8 U.S.C. 1373 (Illegal Immigration Reform and Immigrant Responsibility Act of 1996); and terms that are defined in 8 U.S.C. 1101 (Immigration and Nationality Act) mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. 901(a)(2)).

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any "public" institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.



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IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

54. Authority to obligate award funds contingent on compliance with 8 U.S.C. 1373; unallowable costs; obligation to notify

1. If the recipient is a State or local government--

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a either a State or unit of local government or a "public" institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the "program or activity" of the recipient (or of any subrecipient at any tier that is a either a State or unit of local government or a "public" institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any "information-communication restriction."

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and all subrecipients (regardless of tier) are in compliance with 8 U.S.C. 1373.

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded "program or activity" of the recipient, or of any subrecipient at any tier that is either a State or a local government or a "public" institution of higher education, may be subject to any "information-communication restriction." In addition, any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient such credible evidence regarding an "information-communication restriction."

2. Any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required."

B. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

55. Required State-level rules or practices related to aliens; allowable costs

The following provisions apply to the recipient of this award, if the recipient is a State government, and also apply to any State-government subrecipient at any tier (whether or not the recipient is a State government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

A. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given to access any State (or State-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

B. A State statute, or a State rule, -regulation, -policy, or -practice, must be in place that is designed to ensure that, when a State (or State-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see para. 4.B. of this condition) -- provide the requested notice to DHS.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, rules, regulations, policies, and practices to satisfy this condition, and (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3)).

(2) the term "correctional facility" means what it means under the Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 42 U.S.C. 3791(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual would have been released in the absence of this condition.

Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). In the event that (c.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to permit the advance notice that DHS has requested, it shall not be a violation of this condition to provide only as much advance notice as practicable.



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NOTE: Current DHS practice is to use one form (DHS Form I-247A (3/17)) for two distinct purposes -- to request advance notice of scheduled release, and to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition imposes NO requirements as to such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

56. Required local-government-level rules or practices related to aliens; allowable costs

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier (whether or not the recipient itself is a unit of local government).

1. Requirements

With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award--

A. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, -policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given access a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

B. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, -policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government-contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see "Rules of Construction" incorporated by para. 4.B. of this condition) -- provide the requested notice to DHS.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs

Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, ordinances, rules, regulations, policies, and practices to satisfy this condition, (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

4. Rules of construction

A. The "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

B. The "Rules of Construction" set out in the award condition entitled "Required State-level rules or practices related to aliens; allowable costs" are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

59. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

60. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



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SPECIAL CONDITIONS

62. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

63. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

64. Withholding of funds: Budget narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the budget narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

65. Withholding of funds: Project abstract

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the project abstract, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

66. Withholding of funds: Program narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Broward County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
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**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2017-DJ-BX-0823

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This project is supported under FY17(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 - 3797ff-5), including subpart I of part E (codified at 42 U.S.C. 3750 - 3758); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Tamaro T. White
(202) 353-3503

2. PROJECT DIRECTOR (Name, address & telephone number)

Norma McGraw
Grants Coordinator
2601 W. Broward Blvd
Ft. Lauderdale, FL 33311-1308
(954) 321-4473

3a. TITLE OF THE PROGRAM

BJA FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

2017 BYRNE-JAG GRANT

5. NAME & ADDRESS OF GRANTEE

Broward County
115 S. Andrews Avenue
Ft. Lauderdale, FL 33301

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2020

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2020

9. AMOUNT OF AWARD

\$ 522,735

10. DATE OF AWARD

06/26/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list (www.bja.gov/Jag). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any

equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

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 CITY OFFICIALS TO EXECUTE THE 43rd and 44th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND BROWARD COUNTY IN THE AMOUNT OF THREE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS (\$326,155.00) TO PROVIDE FUNDING FOR A SOLAR STREET LIGHT IMPROVEMENT PROJECT; REQUESTING CITY COMMISSION APPROVAL TO ADVERTISE THE PROJECT FOR BIDS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - CD Block Grant Years 43 & 44, R-2019- Acceptance of CDBG 43rd and 44th Year Solar Lights Project Agreement & Approval to Bid, BC CDBG 43rd & 44th Year Agreement for Solar Lights



Office of the City Manager

Date: March 7, 2019

To: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

From: Colin Donnelly, Assistant City Manager 

Subject: Community Development Block Grant Years 43 and 44 Agreement and
Permission to Bid

The Broward County Commission approved a Community Development Block Grant Agreement for the City of Dania Beach in the amount of \$326,155 to be used for solar power street lights.

The light location map (attached) was determined by Public Services, a City consultant, and Captain Marks based upon the need for infill lighting within the neighborhoods. The unit cost for lighting will determine how many lights are installed.

The use of CDBG funding is restricted to CDBG eligible areas that are determined by resident's income. The project location is within the City's CRA boundary, which is eligible under CDBG rules.

Recommendation

Approve the resolution to authorize the City to enter into an agreement with Broward County for CDBG funds and to authorize City staff to bid the project.

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for CDBG Funds utilized in financing the Project.

CDBG Funds: \$326,155

Construction: \$326,155

The City will use the funds for solar lights in the following locations:

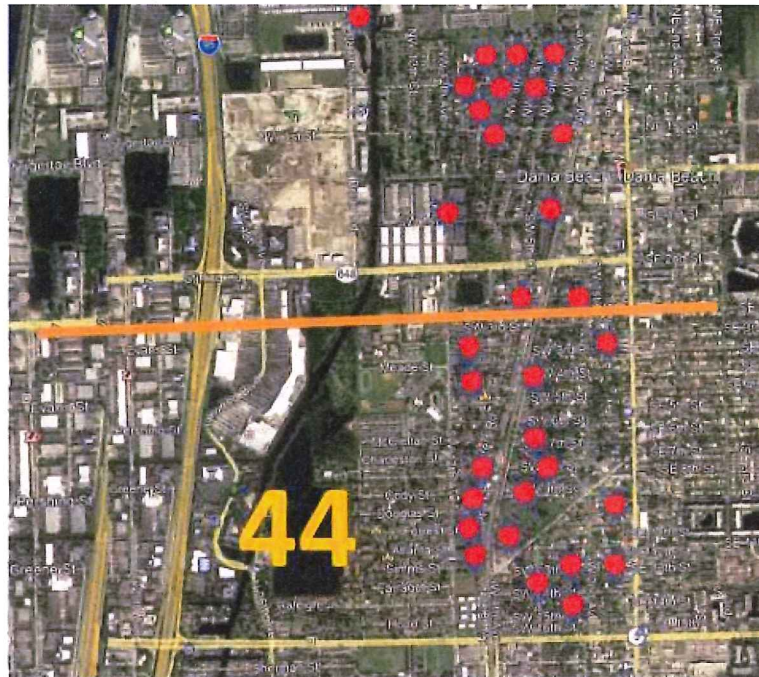
802 Blocks 1-4 – CDBG 43

1. Bryan Rd and Old Griffin Triangle
2. Old Griffin and NW 6th Ave
3. NW 6th Ave and NW 3rd Terr
4. NW 8th Ave and Old Griffin
5. NW 8th Ave and NW 3rd Terr
6. NW 9th Ave & NW 3rd Terr
7. NW 9th Ave & Old Griffin
8. West side NW 10th C Thomas Park
9. NW 2nd between NW 8th Ave
10. JA Ely & SW 1st St
11. SW 1st St and SW 5th Ave/RR
12. NW 5th Ave & NW 1st St
13. NW 1st St and NW 8th Ave
14. 728 SE 2nd Pl
15. SW 2nd PL



802 Blocks 1-4 – CDBG 44

1. 730 SW 3rd St
2. Phippen Waiters and SW 4th St
3. SW 3rd and SW 3rd
4. Chester Byrd Park
5. Cemetery & SW 4th Ave
6. 1301 SW 3rd
7. SW 14th and SW 2nd
8. SW 12th and SW 1st
9. SW 9th (N Side cemetery)
10. SW 10th
11. SW 9th St
12. SW 8th St
13. SW 7th St
14. SW 5th St (2 places)
15. SW 3rd and SW 2nd
16. SW 2nd and SW 14th



Other: \$ 3,104

City shall utilize \$3,104 of the CDBG Funds for permits required for the Project.

Non-CDBG Funds: City - \$25,000

Contractual Services: \$10,000

City shall pay \$25,000 to a contractor to provide City with concept plans created from their field work. The concept plans shall be used by City in the bid documents and during discussions with the neighborhood residents.

RESOLUTION NO. 2019-025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE 43rd and 44th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND BROWARD COUNTY IN THE AMOUNT OF THREE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS (\$326,155.00) TO PROVIDE FUNDING FOR A SOLAR STREET LIGHT IMPROVEMENT PROJECT; REQUESTING CITY COMMISSION APPROVAL TO ADVERTISE THE PROJECT FOR BIDS; PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County is a recipient of Community Development Block Grant (“CDBG”) funds from the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, on January 23, 2019, Broward County offered to award the City of Dania Beach grant funding in the amount of Three Hundred Twenty Six Thousand One Hundred Fifty Five Dollars (\$326,155.00) to provide for solar power street lights through the Federal Community Development Block Grant (CDBG) Program; and

WHEREAS, the CDBG funds are planned for a Solar Lighting Improvement Project in Community Redevelopment Agency (CRA) areas; and

WHEREAS, the original CDBG Year 43 application, approved via Resolution 2018-050, for the OASIS XIV Neighborhood Improvement Project is amended to reflect a Solar Lighting Project; and

WHEREAS, engineering costs for the combined solar lighting project are estimated in the amount of Twenty Five Thousand Dollars (\$25,000.00) which are not covered under the grant provisions and requires City funding;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the proper City officials are authorized to execute the 43rd and 44th Year Community Development Block Grant Agreement between the City of Dania Beach, Florida and Broward County in the amount of Three Hundred Twenty Six Thousand One Hundred Fifty Five Dollars (\$326,155.00), which Agreement is incorporated into and made a part

of this Resolution by this reference, a copy of which is attached as Exhibit “A”.

Section 2. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interests of the City.

Section 3. That the City Administration is authorized to appropriate funding to the CDBG Year 43 and Year 44 Solar Lighting Grant Account No. 103-39-61-541-63-10 in the amount of Three Hundred Twenty Six Thousand One Hundred Fifty Five Dollars (\$326,155.00).

Section 4. That funding for the engineering services in the amount of Twenty Five Thousand Dollars (\$25,000.00) is planned and shall be appropriated from the General Fund Public Services Professional Services Account No. 001-39-01-539-31-10 to the CDBG Year 43 and Year 44 Solar Lighting Engineering Account 103-39-61-541-31-30.

Section 5. That the City Administration is authorized to bid the project.

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 March 12, 2019.

ATTEST

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR FUNDING AND ADMINISTRATION OF 43RD YEAR AND 44TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR SOLAR LIGHTS

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Dania Beach, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. County is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD").

B. On January 23, 2018 (Agenda Item No. 16), the Broward County Board of County Commissioners authorized CDBG funding to City in the amount of One Hundred Fifty-three Thousand One Hundred Forty-six Dollars (\$153,146) to fund a Solar Lights project in City, under the terms more specifically described herein.

C. On August 14, 2018 (Agenda Item No. 43), the Broward County Board of County Commissioners authorized CDBG funding to City in the amount of One Hundred Seventy-three Thousand Nine Dollars (\$173,009) to fund a Solar Lights project in City, under the terms more specifically described herein.

D. Pursuant to 24 C.F.R. Part 570.302, the Project (as defined herein) was included in County's consolidated plan for community planning and development programs submitted to HUD in accordance with 24 C.F.R. Part 91.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **CDBG Funds** means the CDBG Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.3 **CDBG Program** means the Community Development Block Grant Program awarded by HUD to County, authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq.

1.4 **Contract Administrator** means the Director of the Housing Finance and

Community Redevelopment Division, or such other person designated by same in writing.

1.5 **County Administrator** means the administrative head of County appointed by the Board.

1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.7 **HUD** means the United States Department of Housing and Urban Development.

1.8 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.

1.9 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 570, "Community Development Block Grant Regulations," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the CDBG Program, as amended from time to time, and which are incorporated herein by reference.

1.10 **Subcontractor** means an entity or individual providing services to City for all or any portion of the Project. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Project Timeline
Exhibit D	Quarterly Progress Report
Exhibit E	Request for Payment

ARTICLE 3. PROJECT

3.1 City shall provide and implement a Solar Lights project in City as outlined in Exhibit A attached hereto.

3.2 All activities funded with CDBG Funds must meet one of the CDBG Program's national objectives, as set forth in 24 C.F.R. Part 570.208: (1) Activities benefiting low- and moderate-income persons; (2) Activities which aid in the prevention or elimination of slums or blight; or (3) Activities designed to meet community development needs having a particular urgency. City certifies that the Project meets the criteria for Activities

to Address Slums or Blight on an Area Basis, 24 C.F.R. Part 570.208(b)(1), and covenants that the Project will at all times (i) meet one of the CDBG Program's national objectives under 24 C.F.R. Part 570.208 and (ii) be an eligible activity under 24 C.F.R. Parts 570.201 through 207.

3.3 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by ninety (90) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.4 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.4.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.4.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.4.3 City shall provide County with quarterly progress reports utilizing the form provided in Exhibit D, attached hereto ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the first business day following the end of the preceding quarter. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter - July 1 through September 30.

3.4.4 In addition to the Quarterly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.5 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

3.6 In the event City uses a Subcontractor to perform any design or construction activities for the Project, City shall comply with the following requirements:

- 3.6.1 City shall provide the Contract Administrator with a copy of all agreements and correspondence between City and the Subcontractor, and any correspondence related thereto, prior to the execution of any agreement between City and the Subcontractor.
- 3.6.2 City's contract for design professional services must include, at a minimum, any civil, structural, mechanical, and electrical engineering, and architectural services, as may be required and applicable for the Project, including all necessary, incidental, and related activities and services required by the Project's scope, and contemplated in the Subcontractor's scope of services. City's contracts for design professional services must require the Subcontractor to comply with the following requirements:
- a. Schematic Design. The Subcontractor must prepare and submit for approval by City schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components ("Schematic Design Documents"). City must provide the Contract Administrator with a copy of the approved Schematic Design Documents. Additionally, the Subcontractor shall submit to City a written statement of probable construction cost based on current area, volume, or other unit costs. The Subcontractor must comply with all applicable codes, ordinances, rules, regulations, and requirements of governmental authorities applicable to the Project
 - b. Design Development. The Subcontractor shall prepare and submit for approval by City, design development documents consisting of drawings and other documents describing the size and character of the entire Project including, as applicable, architectural, structural, mechanical, electrical, material specifications, and such other essential elements as may be appropriate ("Design Development Documents"). City shall provide the Contract Administrator with a copy of the approved Design Development Documents. The Subcontractor shall consider the availability of materials, equipment, and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety, maintenance requirements, and energy conservation.

The Design Development Documents must include, at a minimum, the following, if applicable:

1. Expansion of the architectural, structural, mechanical, and electrical Schematic Design Documents to establish the final

scope, relationships, forms, size, and appearance of the Project through appropriate plans, sections, elevations, and typical construction details; three-dimensional sketches; basic materials and finishes; equipment and furniture layouts and space requirements; basic structural system and dimensions; energy conservation measures; outline specifications; basic selection of mechanical and electrical equipment and their capabilities;

2. Development scheduling services, including but not limited to reviewing and updating previously established schedules; and
3. Written statement of probable construction cost, including but not limited to updating and refining the schematic design phase statement of probable construction cost.

- c. Contract Documents. The Subcontractor shall prepare from the approved Design Development Documents the working drawings and specifications, setting forth in detail the work to be done, materials, quality of work, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, and the necessary bidding information (collectively referred to as the "Contract Documents"). The Subcontractor shall, in the preparation of the drawings and specifications for construction, take into account all prevailing codes and regulations governing construction in Broward County, and update and revise the probable construction costs, as necessary. The Contract Documents shall be sufficiently complete and include enough detail to allow issuance of a building permit and obtain responsive bids. City shall provide a copy of the final Contract Documents to the Contract Administrator promptly after the Contract Documents are fully executed.

- 3.6.3 City's contract for any construction activities shall include, but is not limited to, labor, materials, equipment, and other services necessary to perform all of the work described in the Contract Documents for the construction of the Project in accordance with all requirements and provisions of applicable federal, state, and local law, including applicable building codes. The Project also includes all Project site preparations, including but not limited to preinspection, examination, tests and borings, and discovery of the site conditions and other similar activities.

- 3.7 At the conclusion of each design phase provided for in Section 3.6.2, City shall provide the associated deliverable and shall submit an invoice for payment

utilizing the form provided in Exhibit E.

- 3.8 City must furnish to County a schedule of construction activities indicating the dates for the commencement and completion of the various stages of construction ("Construction Schedule"). City shall comply with the Construction Schedule and shall update the Construction Schedule at least monthly, and when required based on the progress of the Project.
- 3.9 City shall submit written notification to County of all prebid and preconstruction meetings at least two (2) weeks before the actual date of the meetings. County shall have the right to review the final bid package for the Project.
- 3.10 All change orders related to the Contract Documents or the construction activities are subject to prior written approval from the Contract Administrator.
- 3.11 ☒ **(Check if applicable)** At the completion of the Project, "as-built" drawings must be submitted to the Contract Administrator prior to the County's approval of the final reimbursement payment to City under this Agreement.
- 3.12 If City is unable to complete the Project because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are through no fault of City, County shall grant a reasonable extension of time for completion of the Project, provided that any amendment documenting such extension must not include any increase in total CDBG Funds for the Project. It shall be City's responsibility to notify County promptly in writing whenever City is anticipating or experiencing a delay in approval by a governmental agency, and to furnish County with all facts, details, and related documentation in connection to the delay.
- 3.13 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data recorded in the Fort Lauderdale-Hollywood International Airport Weather Station.
- 3.14 City shall meet or exceed the standards described in Exhibit A, and all applicable codes, ordinances, statutes, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the Project.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

- 4.1 The maximum amount payable to City under this Agreement shall be Three Hundred Twenty-six Thousand One Hundred Fifty-five Dollars (\$326,155).

This Agreement is subject to the availability of CDBG Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.

- 4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute CDBG Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD.
- 4.3 City shall invoice County monthly, if eligible Project expenditures, in accordance with Exhibit B, have been made, by furnishing to County a request for payment in the form provided in Exhibit E, together with the following supporting documentation:
 - 4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;
 - 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
 - 4.3.3 Documentation of any leveraging, as may be described in Exhibit B, that has occurred during each month;
 - 4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;
 - 4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
 - 4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed;
 - 4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D; and

4.3.8 For reimbursement of any retainage paid by City, City must provide the following additional documentation:

- (a) Evidence, satisfactory to County, of completion of all Project work and objectives;
- (b) Copies of executed release forms from all Subcontractors;
- (c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable);
- (d) Copies of final certified plans and “as-built” drawings, if required under Section 3.11 of this Agreement;
- (e) Copies of final permits for the Project and evidence that all permits for the Project have been closed;
- (f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement of the released retainage amount; and
- (g) Any other documentation reasonably required by County in connection with reimbursement of the released retainage amount.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this

Agreement.

- 4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.
- 4.8 City shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of County.
- 4.9 County may suspend payment under this Agreement for any of the following events:
 - 4.9.1 Ineligible use of CDBG Funds under this Agreement or the Rules and Regulations of HUD;
 - 4.9.2 Failure to comply with the terms of this Agreement;
 - 4.9.3 Failure to submit reports as required, including Quarterly Progress Reports and a favorable audit report;
 - 4.9.4 Submission of incorrect or incomplete reports in any material respect; and
 - 4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.
- 4.10 At the sole discretion of the Contract Administrator, unexpended CDBG Funds not provided to or reimbursed to City under the terms of this Agreement may be reallocated by County to other CDBG Program projects approved for funding by the Board.
- 4.11 Any CDBG Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an

administrative offset against other requests by City for reimbursements.

- 4.12 City shall invoice all Subcontractor fees, whether paid on a “lump sum” or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.
- 4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any CDBG Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to City to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to City’s failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.
- 4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any CDBG Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 570, or any other applicable Rules and Regulations of HUD, City must repay County such CDBG Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County’s officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this

Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County'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 County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage

required herein, from time to time throughout the term of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 City certifies, to the best of its knowledge, that:

7.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, City represents and warrants that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Representation of Authority. City represents and warrants that this Agreement

constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.4 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from CDBG Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all CDBG Funds paid to City under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG Funds, including but not limited to the Rules and Regulations of HUD. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 2 C.F.R. 570.611 regarding conflicts of interest and shall establish safeguards to prohibit its employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to 24 C.F.R. Parts 570.502 and 570.610, and the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321.

8.4 City shall comply with the requirements set forth in County's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use CDBG Funds to support or engage in any explicitly religious

activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 570.200(j) and 24 C.F.R. Part 5.109.

8.6 City shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration, in compliance with 24 C.F.R. Part 570.207.

8.7 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.8 City shall comply with the requirements set forth in 24 C.F.R. Part 570, Subpart K, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.8.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.8.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.8.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.8.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.

8.8.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives

financial federal assistance.

- 8.8.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.8.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.8.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.8.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.8.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.8.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.

Notwithstanding the above, in compliance with 24 C.F.R. Part 570.503(b)(5), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, or County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 570 (including 24 C.F.R. Part 570.502, 24 C.F.R. Part 570.506, and 24 C.F.R. Part 570.507), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.

8.10 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Contract Administrator after City has

requested disposition instructions.

8.11 City shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).

8.12 City shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871).

8.13 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.14 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to "contract" shall mean this Agreement or any subcontract entered into pursuant to this Agreement, and references to "contractor" shall mean City or its subcontractors:

8.14.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

8.14.2 The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- 8.14.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.14.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 8.14.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- 8.14.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 8.14.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of

compliance with Section 7(b).

8.15 City shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 C.F.R. Part 3.

8.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, City shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.17 In the event there is any construction work over Two Thousand Dollars (\$2,000) financed in whole, or in part, with CDBG Funds under this Agreement, City shall, if applicable, comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations (24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. County shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 570.502. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the CDBG Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the CDBG Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All CDBG Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use CDBG Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all CDBG Funds provided by County under this

Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any CDBG Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any CDBG Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Failure to complete the Project in a manner that complies with the national objectives described in this Agreement.

In the event City is required to repay County any CDBG Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible CDBG Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 570.500(a), in accordance with the provisions under 24 C.F.R. Part 570.504. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 570.503(b) and 24 C.F.R. Part 570.504, relating to Program Income under the CDBG Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's CDBG funding award in County's next CDBG Program funding cycle, subject to the retention of a twenty percent (20%) administrative fee payable to County.

9.7 Real Property; Reversion of Assets. City shall comply with the requirements under 24 C.F.R. Parts 570.503 and 570.505, as applicable, including but not limited to the following:

9.7.1 Upon the expiration or earlier termination of this Agreement, City shall transfer to County any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds under this Agreement.

9.7.2 Real property under City's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of Twenty-five Thousand Dollars (\$25,000) shall be used to meet one of the CDBG Program national objectives set forth in 24 C.F.R. Part 570.208 during the term of this Agreement and for a period ending five (5) years after the expiration or earlier termination of this Agreement, or for such longer period of time as determined to be appropriate by County. In the event City fails to use CDBG Program-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, City shall pay County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non CDBG Program funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to County.

9.8 Disposition of Equipment. City shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 24 C.F.R. Part 200.313; except that, pursuant to 24 C.F.R. Part 570.502(8), if equipment is sold, the proceeds shall be Program Income.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2018 ("Effective Date"), and shall end on September 30, 2019, unless terminated earlier or extended pursuant to the terms of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than ninety (90) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of CDBG Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the CDBG Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the

breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within ninety (90) days after the applicable deadline; (ii) City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) City's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.4; (vi) City's material breach of the representations and warranties set forth in Article 7; or (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any CDBG Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in

County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the CDBG Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to City shall be withheld until all documents are received as provided herein. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All such books, records, and accounts of City and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City or its Subcontractors shall make same available in written form at no cost to County.

City and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after the expiration or earlier termination of this Agreement, or until resolution of any audit findings, whichever is longer. In addition, City must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(7)(i). County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to

be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

Ralph Stone, Director
Broward County Housing Finance and
Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For City:

Robert Baldwin, City Manager
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004
Email address: rbaldwin@daniabeachfl.gov

12.9 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. City and the Project shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or laws, rules, and regulations.

12.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the CDBG Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of CDBG Funds, provided such changes do not result in an increase in the total amount of the CDBG Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.19 Payable Interest.

12.19.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is

determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Remedies. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.24 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

12.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.26 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the 23rd day of January, 2018 (Agenda Item No. 16) and the 14th day of August, 2018 (Agenda Item No. 43), and City of Dania Beach, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature

By: _____
Bertha Henry

Print Name

____ day of _____, 20__

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

By: _____
Alicia C. Lobeiras (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Senior Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR
FUNDING AND ADMINISTRATION OF 43RD YEAR AND 44TH YEAR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAMS FOR SOLAR LIGHTS

CITY

ATTEST:

City of Dania Beach

By: _____
City Clerk (SEAL)

By: _____
Mayor

____ day of _____, 20__

By: _____
City Manager

____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

By: _____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Project Name: Solar Lights

Project Description:

CDBG Funds in the amount of Three Hundred Twenty-six Thousand One Hundred Fifty-five Dollars (\$326,155) provided by County under the Agreement shall be used by City for the construction/installation of solar lights.

The Project is within City's Community Redevelopment Area (CRA), and located in Census Tract 805, Block Groups 1. 2 and 3.

CDBG HUD National Objective: 24 CFR Part 570.208(b)(1), Activities to Address Slums or Blight on an Area Basis

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

Funding Sources				
Cost Category		(1) CDBG	(2) NON-CDBG CITY	Total
A.	Personnel	-	-	\$0
B.	Fringe Benefits	-	-	\$0
C.	Travel	-	-	\$0
D.	Equipment	-	-	\$0
E.	Supplies	-	-	\$0
F.	Contractual Services	-	\$25,000	\$ 25,000
G.	Construction	\$ 323,051	-	\$323,051
H.	Other (Permits)	\$3,104	-	\$3,104
I.	Total	\$326,155	\$25,000	\$351,155

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for CDBG Funds utilized in financing the Project.

CDBG Funds: \$326,155

Construction: \$326,155

The City will use the funds for solar lights in the following locations:

802 Blocks 1-4 – CDBG 43

1. Bryan Rd and Old Griffin Triangle
2. Old Griffin and NW 6th Ave
3. NW 6th Ave and NW 3rd Terr
4. NW 8th Ave and Old Griffin
5. NW 8th Ave and NW 3rd Terr
6. NW 9th Ave & NW 3rd Terr
7. NW 9th Ave & Old Griffin
8. West side NW 10th C Thomas Park
9. NW 2nd between NW 8th Ave
10. JA Ely & SW 1st St
11. SW 1st St and SW 5th Ave/RR
12. NW 5th Ave & NW 1st St
13. NW 1st St and NW 8th Ave
14. 728 SE 2nd Pl
15. SW 2nd PL



802 Blocks 1-4 – CDBG 44

1. 730 SW 3rd St
2. Phippen Waiters and SW 4th St
3. SW 3rd and SW 3rd
4. Chester Byrd Park
5. Cemetery & SW 4th Ave
6. 1301 SW 3rd
7. SW 14th and SW 2nd
8. SW 12th and SW 1st
9. SW 9th (N Side cemetery)
10. SW 10th
11. SW 9th St
12. SW 8th St
13. SW 7th St
14. SW 5th St (2 places)
15. SW 3rd and SW 2nd
16. SW 2nd and SW 14th



Other: \$ 3,104

City shall utilize \$3,104 of the CDBG Funds for permits required for the Project.

Non-CDBG Funds: City - \$25,000

Contractual Services: \$10,000

City shall pay \$25,000 to a contractor to provide City with concept plans created from their field work. The concept plans shall be used by City in the bid documents and during discussions with the neighborhood residents.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Design Plans and Specifications	October 1, 2018	January 15, 2019
Advertise, Bidding and Pre-Bid Meeting	February 28, 2019	April 15, 2019
Bid Opening, Selection, and Award	April 15, 2019	April 30, 2019
Construction contract execution, Pre-construction Meeting, and Construction (CDBG Area)	June 1, 2019	July 15, 2019
Continued Construction	July 15, 2019	September 1, 2019
Punch list Items	September 1, 2019	September 15, 2019
Completion of Construction to include punch list items and final close-out.	September 15, 2019	September 30, 2019

EXHIBIT D
QUARTERLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information:

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B.1 Project Cost

		Funds Expended to Date	Percentage
Total Project		\$	%
CDBG Funds		\$	%
Other Funding (specify source below) _____		\$	%

B.2 Declaration of Agency Budget Changes

Program Income: _____ n/a _____

Source of Program Income: _____

B.3 Other Grant Awards

Date(s): _____ Dollar Amount(s): _____

Funding Source(s): _____ Funding Contract Person(s): _____

B.4 Describe attempts to secure additional funding:

B.5 Percent of Project completed to date: _____ %

B.6 Anticipated Changes in Staffing:

1. Office Hours: _____

2. Resignations: _____

3. Part-time or Full-time Employee(s):

C.1 Brief Project Description and Project Location (if applicable, include name and address, general scope of work performed, and associated expenses):

.

C.2 Describe specific work tasks and status completed this quarter:

Work Tasks	Status (i.e., underway, completed)

C.3 Describe success or problems encountered with the Project:

C.4 Anticipated problems or concerns with the Project. Please identify technical assistance needed and/or requested from Housing Finance and Community Redevelopment Division staff.

C.5 Anticipated advertisements and/or other contractual services. If so, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?

C.6 If applicable, please complete the information on the following Direct Benefit Form for all program participants.

Direct Benefit Form

Indicate persons or households. Only unduplicated counts should be given.

Total number
served
this quarter

Total number
served
year to date

Ethnicity

Hispanic
Non-Hispanic

1. Total**Racial Data****# Hispanic**

- 11. White
- 12. Black/African American
- 13. Asian
- 14. American Indian/Alaskan Native
- 15. Native Hawaiian or other Pacific Islander
- 16. American Indian/Alaskan Native and White
- 17. Asian and White
- 18. Black/African American and White
- 19. American Indian/Alaskan Native and Black/African American
- 20. Other Multi-Racial

2. Total**Income Data**

Extremely Low Income $\leq 30\%$ of area median
Low Income $\leq 50\%$ of area median
Moderate Income $\leq 80\%$ of area median
Non-Low Moderate Income

**income levels must equal persons benefiting*

3. Total**Other Demographic Data**

Households
Persons
Homeless
Female Head of Household
Disabled Persons Assisted
Elderly Persons Assisted
Census Tract served

Direct Benefit Form

Applicable if implementing one of the following activities:

Direct Benefit Form

Public Services/ Public Facilities and Improvements

Total number
this quarter

Total number
year to date

Public Services: Of the persons assisted

Number that have new access to this service or benefit

Number that have improved access to this service or benefit

Number that receive a service or benefit that is no longer
substandard

1. Total

Public Facilities or Infrastructure Improvements

Number that have new access to this type of public facility or
infrastructure improvement

Number that have improved access to this type of public facility or
infrastructure improvement

Number served by public facility or infrastructure that is no
longer substandard

2. Total

Overnight Shelter/Emergency Housing

Number of beds created in overnight shelter or other emergency housin

3. Total

Applicable if implementing one of the following activities:

Housing and Economic Development Data

Total number this quarter	Total number year to date
------------------------------	------------------------------------

Rehab: Of the total owner units

Occupied by elderly
 Units moved from sub-standard to standard (HQS or local code)
 Units qualified as Energy Star
 Units made accessible
 Units brought into compliance with lead safety rules (24 CFR Part 35)

1. Total

1st Time Homebuyers: of total households

Number received housing counseling
 Number down payment assistance/closing costs

2. Total

Assistance to Businesses

Number of *new* businesses assisted
 Number of *existing* businesses assisted

 Number of existing businesses *expanding*
 Number of existing businesses *relocating*

 Number of businesses assisted with commercial facade treatment/
 business building rehab

 Number of businesses assisted that provide goods or services to
 meet the needs of a service area, neighborhood, or community

 Women-owned business

3. Total

Name of Each Business Assisted

DUNS #

N/A

**DUNS number required for each business*

D. Program Objectives

* Work Tasks	Projected Yearly Total / Performance	Quarterly Progress	Progress Yr-To-Date	Supporting Documentation
Design Plans and Specifications				Copies of design plans and specifications
Advertise, Bidding and Pre-Bid Meeting				Copy of Ad, minutes, and pre-bid meeting sign-in sheets
Bid Opening, Selection, and Award				Copy of bid tabulations, recommendation of award letter
Construction Contract Execution, Pre-construction Meeting, and Construction				Copy of executed construction contract, pre-construction meeting minutes/sign-in sheets, and construction progress/inspection reports
Punch list Items				Copy of punch list items
Completion of Construction				Final invoice and supporting documentation from Construction Contractor to City

*** Work Tasks as listed in Exhibit C (Project Timeline) of the Agreement.**

EXHIBIT E
REQUEST FOR PAYMENT

Community Development Block Grant Program
43rd Year and 44th Year Program

Contract Period: _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount

Total Request for Reimbursement \$ _____

8. Certification:
 I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

 Signature and Title of Authorized Official Date

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE HOUSE BILL 3; REQUESTING THE BROWARD LEAGUE OF CITIES EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE MEMBERS OF THE BROWARD COUNTY LEGISLATIVE DELEGATION, AND OTHER INTERESTED PARTIES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2019- Support of Opposition to HB3

RESOLUTION NO. 2019-026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE HOUSE BILL 3; REQUESTING THE BROWARD LEAGUE OF CITIES EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE MEMBERS OF THE BROWARD COUNTY LEGISLATIVE DELEGATION, AND OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida (“City”) is a member of the Broward League of Cities (the “League”) which includes all thirty one (31) municipalities in Broward County, along with dozens of associate members; and

WHEREAS, the City supports Home Rule and right of local governments to impose reasonable regulations within their respective jurisdictions; and

WHEREAS, House Bill 3 (“HB3”) seeks to preempt the regulation and licensing of occupations and professions to the state and prohibit the enforcement of any regulation of a business unless the regulation is expressly authorized by general law; and

WHEREAS, HB3 encroaches on municipalities’ Home Rule authority, as established by Florida Statutes, Chapter 166; and

WHEREAS, the passage and adoption of HB3 will have a significant adverse effect on the ability of municipalities to generate business-related revenue and will have a detrimental impact on municipal budgets; and

WHEREAS, HB3 invades the province of local governments to inspect businesses for purposes of health, safety and general welfare to the public; and

WHEREAS, the City believes that the opposition to HB3 is in the best interests of the citizens, residents and businesses of Broward County and the State of Florida;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That the City urges all members of the Florida Legislature to oppose the passage and adoption of House Bill 3.

Section 3. That the City requests that the Executive Director of the Broward League of Cities transmit a copy of this Resolution to the Florida League of Cities, the Broward County Legislative Delegation and any other interested parties.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on March 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH SAGARIS CORP. FOR THE PUBLIC RESTROOM RENOVATION - INTERIOR RENOVATION AND EXTERIOR IMPROVEMENTS PROJECT RELATED TO CITY INVITATION TO BID ("ITB") NO. BID 18-012 IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTEEN THOUSAND DOLLARS (\$218,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

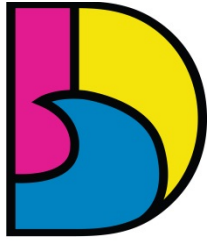
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memo- Authorization to Award Bid 18-012 Public Restroom Renovations (Fin Review 2-15-19), R-2019- Sagaris Corp. Bid Award for Public Restroom Renovation (ITB 18-012), Memo - ITB 18-012 Bid Review Committee, Bid Tabulation Form 18-012 Public Restroom Renovation - Interior Renovation and Exterior Improvements ITB



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Colin Donnelly, Assistant City Manager

BY: Brad Kaine, Director of Public Services

DATE: February 12, 2019

RE: Authorization to Award Bid #18-012- Public Restroom Renovations

The Public Services Department is requesting authorization to award Invitation to Bid#18-012 “Public Restroom Renovation- Interior Renovation and Exterior Improvements” Project to Sagaris Corp in the amount of \$218,000.00.

The City Commission authorized advertisement of the Dania Beach Revitalization Project Phase II, which is composed of four components by Resolution No. 2018-134.

The City issued a Request for Proposal on November 8, 2018 and received the following (8) bids on December 14, 2019:

- Azulejo, Inc.
- Bejar Construction
- Conbuild, LLC
- ELCI Construction Group Inc.
- Emerald Construction
- Marvi Builders LLC
- Sagaris Corp
- S3S Construction

The Bids were opened and reviewed on December 14, 2018. The Bid Committee met on February 12, 2019; to evaluate the (8) bids submitted and determined that Sagaris Corp was the lowest most responsible bidder in the amount of \$218,000.00.

Funding for this project will be appropriated from Capital Projects Fund Recreation Beach Revitalization Phase II Infrastructure and Improvements Account No. 301-72-60-572-63-10.

Recommendation

Public Services recommend the City Commission award invitation to Bid#18-012 “Public Restroom Renovation - Interior Renovation and Exterior Improvements” Project to Sagaris Corp in the amount of \$218,000.00 and that the City Manager execute an agreement.

RESOLUTION NO. 2019-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH SAGARIS CORP. FOR THE PUBLIC RESTROOM RENOVATION – INTERIOR RENOVATION AND EXTERIOR IMPROVEMENTS PROJECT RELATED TO CITY INVITATION TO BID (“ITB”) NO. 18-012 IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTEEN THOUSAND DOLLARS (\$218,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 25, 2018, the City Commission adopted Resolution No. 2018-134, authorizing funding to solicit bids for components of the Dania Beach Revitalization Project; and

WHEREAS, the City posted and advertised ITB No. 18-012, the Public Restroom Renovation – Interior Renovation and Exterior Improvements Project, on the City of Dania Beach website, DemandStar and in the Sun-Sentinel newspaper on November 8, 2018; and

WHEREAS, a mandatory pre-bid meeting was held on Wednesday, November 28, 2018, at 10:00 a.m.; and

WHEREAS, the bids were opened and reviewed by the Bid Review Committee on Friday, December 14, 2018; and

WHEREAS, eight (8) bidders submitted their respective bids:

- Azuelejo, Inc.
- Bejar Construction Inc.
- Combuild, LLC
- ELCI Construction Group, Inc.
- Emerald Construction
- Marvi Builders LLC
- Sagaris Corp.
- S3S Construction; and

WHEREAS, the Bid Review Committee met on February 12, 2019, and recommended ITB No. 18-012 be awarded to the lowest bidder, Sagaris Corp., in the amount of Two Hundred Eighteen Thousand Dollars (\$218,000.00); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION 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 City Commission of Dania Beach, Florida, awards ITB No. 18-012 Public Restroom Renovation – Interior Renovation and Exterior Improvements Project to Sagaris Corp. for an amount not to exceed Two Hundred Eighteen Dollars (\$218,000.00).

Section 3. That the proper City officials are authorized to execute an agreement with Sagaris Corp., and the City Manager and the City Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and in the best interest of the City.

Section 4. That funding for this project is available and appropriated in the Capital Projects Fund Recreation Beach Revitalization Phase II Infrastructure and Improvements Account No. 301-72-60-572-63-10 in the amount of Two Hundred Eighteen Thousand Dollars (\$218,000.00).

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

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

PASSED and ADOPTED on March 12, 2019.

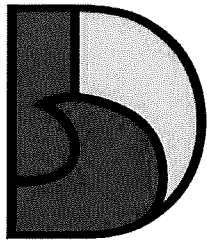
ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

TO: Colin Donnelly, Assistant City Manager

FROM: Bid Review Committee

DATE: February 12, 2019

RE: Bid No. 18-012 "Public Restroom Renovation – Interior Renovation and Exterior Improvements ITB"

Today, February 12, 2019, the Bid Review Committee convened to evaluate the bids submitted on December 14, 2018 for Bid #18-012.

Bid Review Committee

Brad Kaine, Public Services Director
Carl Kallicharan, Landscape Maintenance Manager
Tania Stevens, Senior Accountant/Purchasing Coordinator

Bid Process

The committee convened at 10:06 a.m. to evaluate the eight (8) bid responses. It was determined that Sagaris Corp. was the lowest most responsible bidder at \$218,000.00.

Recommendation

The Bid Review Committee recommends that the City Commission award the contract to Sagaris Corp. for the amount of \$218,000.00.

The meeting was adjourned at 10:25 a.m.

BID TABULATION FORM

BID OPENING DATE: FRIDAY, DECEMBER 14, 2018 TIME: 10:30 A.M.

PROJECT NAME: **BID #18-012 “Public Restroom Renovation - Interior Renovation and Exterior Improvements ITB”**

PRESENT AT BID OPENING:

See sign-in sheet attached

THE FOLLOWING BIDS WERE OPENED BY:

Erika Clayton, Records Specialist

Angel Lunkins, Deputy City Clerk

[illegible]

BID TABULATION FORM

BID OPENING DATE: FRIDAY, DECEMBER 14, 2018 TIME: 10:30 A.M.

PROJECT NAME: **BID #18-012 “Public Restroom Renovation - Interior Renovation and Exterior Improvements ITB”**

[illegible]

BID TABULATION FORM

BID OPENING DATE: **FRIDAY, DECEMBER 14, 2018** **TIME:** **10:30 A.M.**

PROJECT NAME: **BID #18-012 “Public Restroom Renovation - Interior Renovation and Exterior Improvements ITB”**

	VENDOR	Pre-Bid Mtg .	1 Original 4 Copies 1 Digital	COI	Qualif’s. (Exh. A)	Bid Form (Exh. B)	Quest. (Exh.E)	Public Entity Crimes Form (Exh. F)	Non-Collusion Affidavit (Exh. H)	Ind. Aff (Exh. I)	Ref. (Exh. J)	Bid Bond (Exh. K)	Ackn. of Add. (Exh. L)	Cert. to Accur. (Exh. M)	Florida Trench Safety Act (Exh. N)	Drug Free Work Place (Exh.O)	Bid Price
7.	Sagaris Corp. 1847 North University Drive Coral Springs, FL 33071 Mehrdad Mahmoudi Phone: 954-688-3407 office@sagariscorp.com	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$218,000.00
8.	S3S Construction 14244 S. Royal Cove Circle Davie, FL 33325 Kevin Maragh 321-322-7702 info@s3scontruction.com	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$283,591.00

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

- Brad Kaine, Director of Public Services
- Ronnie Navarro, Deputy Director Public Service.
- Juan Justiniano, Vice President, Cartaya & Associates Architects P.A.
- Tania Stevens, Senior Accountant/Purchasing Coordinator, Finance

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH STANFORD AND SONS TRUCKING CORPORATION FOR THE OASIS XV INSTALLATION OF BIKE LANE, SIGNS AND SOLAR LIGHTS PROJECT RELATED TO CITY INVITATION TO BID ("ITB") NO. 18-011 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY SEVEN DOLLARS AND EIGHTY CENTS (\$174,177.80); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

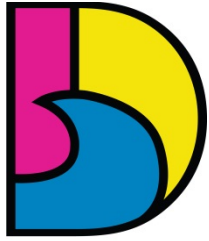
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memo- BID No. 18-011 Award for the Installation of Bike Lanes Signs and Solar Lights for the DB Oasis XV Project (Fin Review 2-14-2019), R-2019- Stanford & Sons Trucking Corporation Bid Award for Oasis XV Project (ITB 18-011), Oasis XV Drawings



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Colin Donnelly, Assistant City Manager

BY: Brad Kaine, Director of Public Services

DATE: February 26, 2019

RE: Authorization to Award BID No. 18-011 "Installation of Bike Lane, Signs and Solar lights for Dania Beach Oasis XV"

Bids for the "Installation of Bike Lane, Signs and Solar Lights for Dania Beach Oasis XV Project" were advertised in the Sun Sentinel on October 26, 2018. Bids were also posted on the City's website and on demand-star and a mandatory pre-bid conference were held on November 15, 2018. A community meeting was also held to get input and feedback for this project. .

The City received (3) bid responses from contractors noted below. The Bid Review Committee reviewed all (3) bids and found all to be responsive and responsible. The lowest bidder was Stanford & Sons Trucking, a local construction firm that has bid on City projects previously.

- Florida Blacktop, Inc
- Sagaris Corp.
- Stanford & Sons Trucking

The consulting engineer saw minor defects in addition with two bidders including the low bidder but minor defects noted did not affect the overall ranking. The references were positive. Based on the above, the consulting engineer recommends the City award the project to the lowest responsive and responsible bidder, Stanford & Sons Trucking in the amount not to exceed \$174,177.80. The Bid Review Committee met on February 19, 2019 and concurred with this recommendation.

Funding for the "Installation of Bike Lane, Signs and Solar Lights for Dania Beach Oasis XV Project" is available and appropriated in the Capital Project Fund Oasis XV Infrastructure Improvement Account No. 301-39-55-541-63-10

Recommendation

Public Services recommends the City Commission award BID No. 18-011 “Installation of Bike Lane, Signs and Solar Lights for Dania Beach Oasis XV” in the amount not exceed \$174,177.80 to Stanford & Sons Trucking and the City Commission execute the same.

RESOLUTION NO. 2019-028

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH STANFORD & SONS TRUCKING CORPORATION FOR THE OASIS XV INSTALLATION OF BIKE LANE, SIGNS AND SOLAR LIGHTS PROJECT RELATED TO CITY INVITATION TO BID ("ITB") NO. 18-011 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY FOUR THOUSAND ONE HUNDRED SEVENTY SEVEN DOLLARS AND EIGHTY CENTS (\$174,177.080); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 25, 2018, the City Commission adopted Resolution No. 2018-139, authorizing funding to solicit bids for the Oasis XV Installation of Bike Lane, Signs and Solar Lights Neighborhood Improvements Project; and

WHEREAS, the City posted and advertised ITB No. 18-011 on the City of Dania Beach website, DemandStar and in the Sun-Sentinel newspaper on October 26, 2018; and

WHEREAS, a mandatory pre-bid meeting was held on Thursday, November 15, 2018; and

WHEREAS, the bids were opened and reviewed by the Bid Review Committee on Friday, December 7, 2018 at 10:30 a.m.; and

WHEREAS, there were three (3) bidders as follows:

Florida Blacktop, Inc.

Sagaris Corp.

Stanford & Sons Trucking Corporation; and

WHEREAS, the lowest bidder, Stanford & Sons Trucking had two (2) minor defects in their bid which included a missing insurance certificate and a minor addition error, neither of which appeared consequential or altered the bid order; and

WHEREAS, the City's consulting engineer, Frederick Bloetscher of Public Utility Management Planning Services, Inc., recommended awarding ITB No. 18-011 to the lowest bidder and most responsive bidder, Stanford & Sons Trucking Corporation; and

WHEREAS, the Bid Review Committee met on February 19, 2019 and agreed with the consulting engineer's recommendation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION 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 City of Dania Beach, Florida awards ITB No. 18-011, “Oasis XV Installation of Bike Lane, Signs and Solar Lights Neighborhood Improvements Project” to Stanford & Sons Trucking Corporation for an amount not to exceed One Hundred Seventy Four Thousand One Hundred Seventy Seven Dollars and Eighty Cents (\$174,177.80).

Section 3. That the proper City officials are authorized to execute an agreement with Stanford & Sons Trucking Corp., and the City Manager and the City Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and in the best interest of the City.

Section 4. That funding for this project is available and appropriated in the Capital Project Fund Oasis XV Infrastructure Improvement Account No. 301-39-55-541-63-10.

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 become effective immediately upon its passage and adoption.

PASSED and ADOPTED on March 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

General Notes



Oasis 15

SW 25TH TERRACE

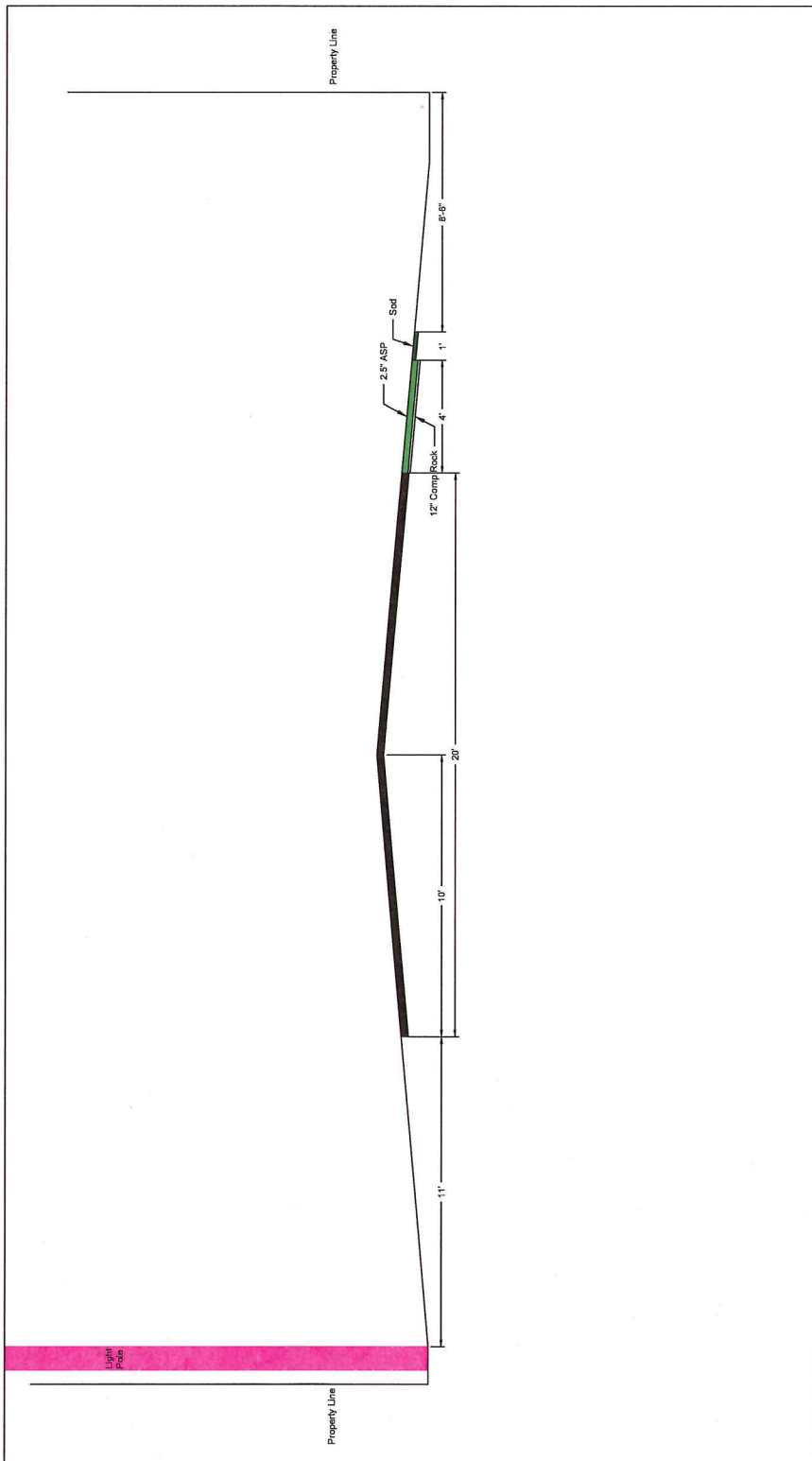


No.	Revision/Issue	Date

Project Name and Address
Public Utility Management & Planning Services Inc.
Public Utility Management & Planning
Services Inc.
P.O. Box 221890
Hollywood, FL 33022

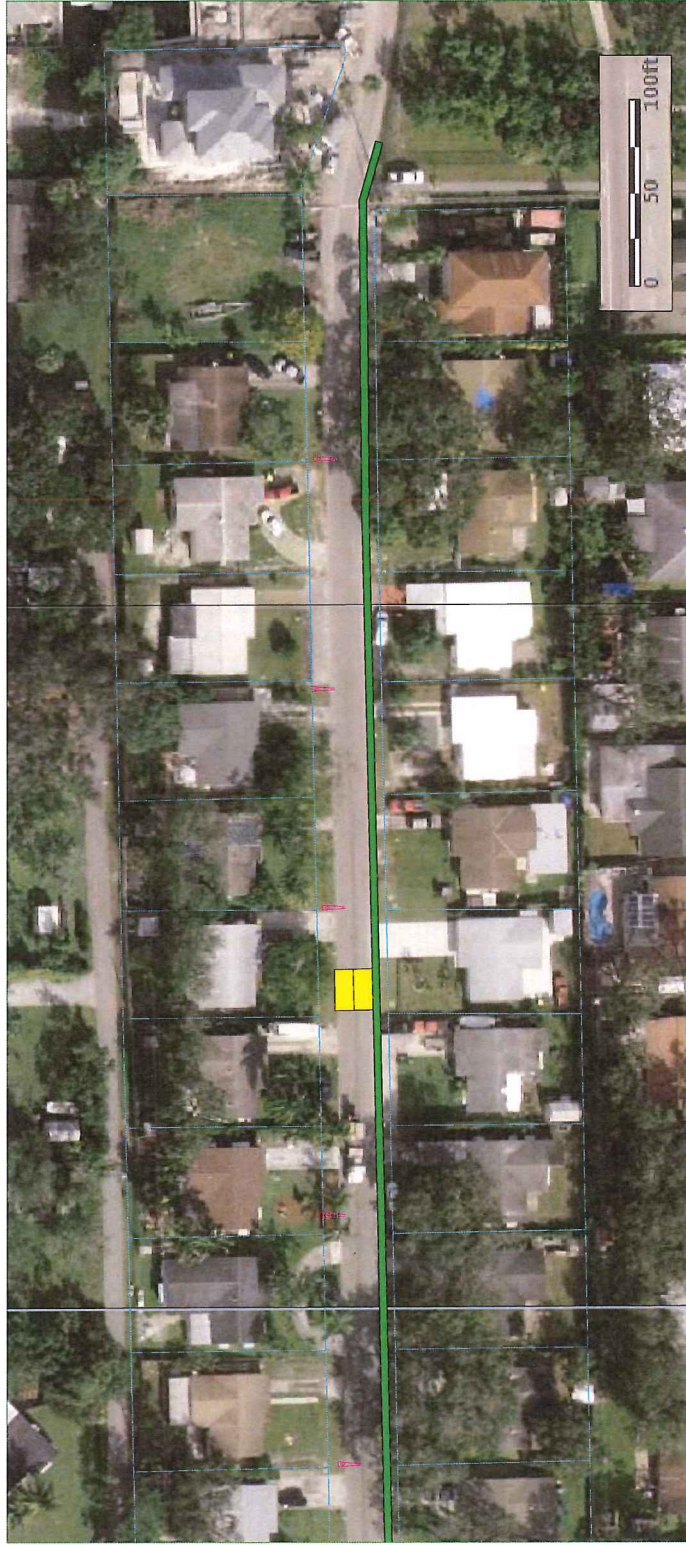
Project Name and Address
OASIS 15
SW 25TH TERRACE
DANIA BEACH, FL

Project	OASIS	Sheet	3
Date	JUNE 2018		
Scale	1"=30'		



LEGEND

- PROPOSED BIKE PATH
- PROPOSED SOLAR LIGHT
- PROPOSED OASIS SIGN
- PROPOSED SPEED BUMPS



LEGEND

- PROPOSED BIKE PATH
- PROPOSED SOLAR LIGHT
- PROPOSED OASIS SIGN
- PROPOSED SPEED BUMPS

General Notes



Oasis 15

SW 25TH TERRACE



No.	Revision/Issue	Date

Public Utility Management & Planning Services Inc.
 Public Utility Management & Planning
 Services Inc.
 P. O. Box 221890
 Hollywood, FL 33022

OASIS 15
 SW 25TH TERRACE
 DANIA BEACH, FL

Project	OASIS	Sheet	2
Date	JUNE, 2018		
Scale	1"=30'		



LEGEND

- PROPOSED BIKE PATH
- PROPOSED SOLAR LIGHT
- PROPOSED OASIS SIGN
- PROPOSED SPEED BUMPS

General Notes



Oasis 15

SW 25TH TERRACE



No.	Revision/Issue	Date

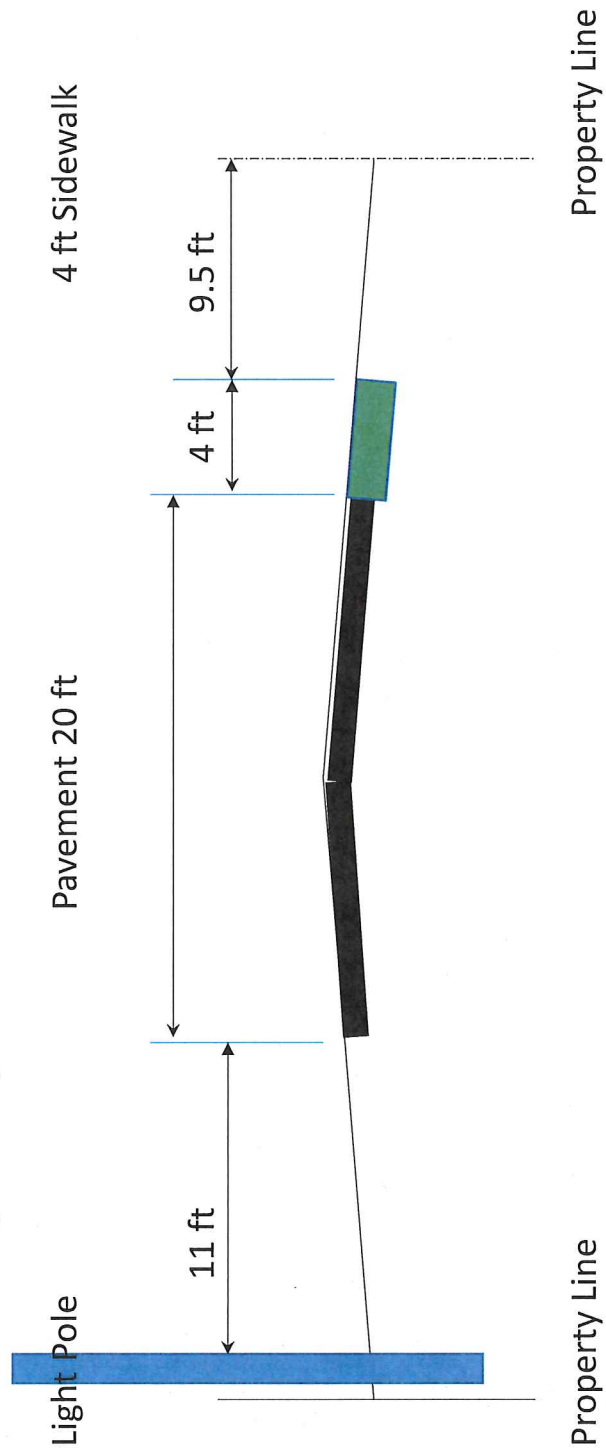
Public Utility Management & Planning Services Inc.
Public Utility Management & Planning Services Inc.
P.O. Box 221990
Hollywood, FL 33022

Project Name and Address
OASIS 15
SW 25TH TERRACE
DANIA BEACH, FL

Project	OASIS	Sheet	1
Date	JUNE.2018		
Scale	1"=30'		



Bikeway Layout



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE TO AMEND CHAPTER 28, THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING PART 7, “CODE ADMINISTRATION,” ARTICLE 725, “DEFINITIONS,” SECTION 725-30, “TERMS DEFINED;” (SECOND READING)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

7-11 Text Amendment 2nd reading, O-2019- Stirling Square Text Amendment, Stirling Sq TA applicaiton and backup OPT



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: March 12, 2019

TO: Colin Donnelly, Assistant City Manager

VIA: Marc LaFerrier, AICP, Director *[Signature]*

FROM: Corinne Lajoie, AICP, LEED G.A., Planning and Zoning Manager *[Signature]*

SUBJECT: **TX-08-19:** The applicant, Dennis D. Mele, Esq., on behalf of the property owner Stirling Square, is requesting a text amendment to the City's Land Development Code (SECOND READING).

**REQUEST
TEXT AMEDMENT**

To amend the definition of Motor Fuel Pump, Retail; Section 725-30.

The applicant is proposing to amend the existing definition of Motor Fuel Pump, Retail reducing the minimum 5,000 square foot floor area to 3,500 square feet. The applicant is requesting this change to accommodate a new Seven Eleven gas station and convenience store. However, the change will be applied city wide.

The applicant is proposing to replace a previously approved, multi-tenant commercial space with a new Seven Eleven convenience store and gas station at the northwest corner of Stirling Road and Phippen Road, immediately west of Aldi's. While the applicant's interest is specific to development of this site, the text amendment, if approved, will be applied city wide.

The site plan modification will require Development Review Committee review and City Commission approval at a later date.

This application will be heard by the City Commission at two (2) public hearings.

PLANNING AND ZONING BOARD ACTION

On February 20, 2019 the Planning and Zoning Board, sitting as the Local Planning Agency, will hear this item. The Board's action will be reported at the City Commission meeting.

CITY COMMISSION ACTION

On February 26, 2019 the City Commission approved the item on first reading.

Approve the requested ordinance on second and final reading.

ORDINANCE NO. 2019-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, THE "LAND DEVELOPMENT CODE," OF THE CITY'S CODE OF ORDINANCES BY AMENDING PART 7, "CODE ADMINISTRATION," ARTICLE 725, "DEFINITIONS," SECTION 725-30, "TERMS DEFINED;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Objective V of the Future Land Use Element of the City of Dania Beach Comprehensive Plan provides that the City of Dania Beach will maintain land development regulations and zoning regulations to implement the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, City staff recommends approval of the proposed changes; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City's Comprehensive Plan; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

WHEREAS, two (2) public hearings were held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City's Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA¹:

Section 1. That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Article 725, entitled “Definitions,” of Chapter 28, “Land Development Code” of the City Code of Ordinances is amended to read as follows:

ARTICLE 725. – DEFINITIONS

* * *

Sec. 725-30. - Terms defined.

Motor fuel pumps, retail. An establishment containing motor fuel pumps, which may also include a retail establishment occupying more than ~~five thousand (5,000)~~ three thousand five hundred (3,500) gross square feet of floor area that sells a variety of convenience goods and may also offer convenience store services such as prepared foods and limited banking store services.

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 5. That this Ordinance shall be codified in accordance with the foregoing. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Dania Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on February 26, 2019.

PASSED AND ADOPTED on second reading on March 12, 2019.

ATTEST:

THOMAS SCHNEIDER
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

February 6, 2019

City of Dania Beach
Planning & Zoning Division
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Re: Stirling Square Motor Fuel Pumps, Retail - Code Text Amendment Narrative

Dear City of Dania Beach,

On behalf of Stirling Square, LLC ("Applicant"), we have prepared this supporting memorandum to provide justification for the proposed text amendment to the City of Dania Beach Code of Ordinances ("Code") in regard to Section 725-30 and the definition of the "motor fuel pumps, retail" use.

The Applicant owns the property generally located on the north side of Stirling Road between SW 12 Avenue and Phippen Road in the City of Dania Beach ("City"). The property can be further identified by Broward County Property Appraiser folio number 5042-34-05-0150 ("Subject Property"). On January 23, 2018, the City Commission approved Resolution 2018-015 related to a site plan, special exception, and additional requests associated with the development of this property. The approved site plan included a grocery store of approximately 22,000 square feet on the eastern half of the parcel and a multi-tenant commercial structure of approximately 9,750 square feet with a drive-through facility on the western half of the parcel. The Subject Property is currently developed with an Aldi grocery store on the eastern portion of the parcel while the western portion remains undeveloped. The Applicant is proposing to modify the approved site plan to reconfigure the western portion of the Subject Property with a retail convenience store of approximately 3,600 square feet with associated fuel pumps and an accessory car wash. The "motor fuel pumps, retail" use is permitted as a special exception use within the C-3 zoning district applicable to the Subject Property.

Currently, Section 725-30 of the LDC defines the "motor fuel pumps, retail" use as:

Section 725-30 – Terms defined. – *Motor fuel pumps, retail.* An establishment containing motor fuel pumps, which may also include a retail establishment occupying more than five thousand (5,000) gross

square feet of floor area that sells a variety of convenience goods and may also offer convenience store services such as prepared foods and limited banking store services.

The Applicant is confident the motor fuel pumps, retail use is the best use of this unimproved portion of the Subject Property. However, it has been determined that the minimum square footage requirement of 5,000 square feet exceeds the floor area generally desired for retail convenience stores associated with motor fuel pumps. As such, the Applicant is proposing to amend Section 725-30 in regard to the definition of "motor fuel pumps, retail" as follows:

Section 725-30 – Terms defined. – *Motor fuel pumps, retail.* An establishment containing motor fuel pumps, which may also include a retail establishment occupying more than three thousand five hundred (3,500) ~~five thousand (5,000)~~ gross square feet of floor area that sells a variety of convenience goods and may also offer convenience store services such as prepared foods and limited banking store services.

Based on previous communication with City staff in this regard, it is believed that the proposed code amendment as stated above would provide applicants with a reasonable mechanism to achieve a functional convenience store and associated motor fuel pump use. This proposed amendment is not expected to allow an overpopulation of such uses considering all eligible applicants must request special exception approval through the regulations established in the LDC and all uses must abide by the separation requirements of Section 110-190. Based on these facts, the Applicant requests the City consider the proposed code amendment to reduce the minimum square footage requirement for convenience stores associated with retail motor fuel pumps.

Thank you for your review of the preceding. If you have any questions or would like to discuss anything further regarding the above, please contact me at (954) 527-6209.



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application



- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: Code Text Amendment

Date Rec'd: _____

Petition No.: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 800 Stirling Road

Lot(s): _____ Block: C Subdivision: Geo M. Phippens Subdivision

Recorded Plat Name: Geo M. Phippens Subdivision PB2-P90 MDCR

Folio Number(s): 5042-34-05-0150 Legal Description: See attached

Applicant/Consultant/Legal Representative (**circle one**) Dennis D. Mele, Esq. (Greenspoon Marder LLP)

Address of Applicant: 200 E. Broward Boulevard, Suite 1800, Fort Lauderdale, FL 33301

Business Telephone: (954) 527-2409 Home: (954) 527-2409 Fax: (954) 333-4009

E-mail address: dennis.mele@gmlaw.com CC:tyler.woolsey@gmlaw.com

Name of Property Owner: Stirling Square, LLC

Address of Property Owner: 2860 W. State Road 84, Suite 118, Dania Beach, FL 33004

Business Telephone: (954) 358-3910 Home: _____ Fax: _____

Explanation of Request: Please see attached narrative.

For Plats please provide proposed Plat Name for Variances please attach Criteria Statement as per Section 625.40 of the Land Development Code.

Prop. Net Acreage: N/A Gross Acreage: N/A Prop. Square Footage: N/A

Existing Use: N/A Proposed Use: N/A

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required. Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required. Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

Sec. 725-30. - Terms defined.

Motor fuel pumps, retail. An establishment containing motor fuel pumps, which may also include a retail establishment occupying more than three thousand five hundred (3,500) ~~five-thousand (5,000)~~ gross square feet of floor area that sells a variety of convenience goods and may also offer convenience store services such as prepared foods and limited banking store services.

01/31/2019

City Hall Window 1

Stirling Square, LLC

2860 W State Road 84, LLC 118 Dania Beach, FL 33312

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

2019-04000367

2019-00018623

fincashier1

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT						
PSP	Appl Review - Standard TX-08-19	\$2,000.00						
Payments:	<table border="1"> <thead> <tr> <th>Type</th> <th>Detail</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Check</td> <td>1066</td> <td>\$2,000.00</td> </tr> </tbody> </table>	Type	Detail	Amount	Check	1066	\$2,000.00	
Type	Detail	Amount						
Check	1066	\$2,000.00						
Total Amount:		\$2,000.00						

Customer Copy

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE VARIANCE REQUEST (VA-12-19) SUBMITTED BY SHUTTS & BOWEN LLP, ON BEHALF OF PROPERTY OWNERS LAS OLAS STUDIOS, INC. AND INDUSTRY CONSULTING GROUP, INC. FOR PROPERTY LOCATED AT 300 E. DANIA BEACH BOULEVARD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

VA-12-19 Staff Report, R-2019- Las Olas Studios-Industry Consulting Group Medical Marijuana Variance (VA-12-19), VA-12-19 App & Backup OPT, VA-12-19 Separation map OPT



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: March 12, 2019

TO: Colin Donnelly, Assistant City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager *CL Lajoie*

SUBJECT: **VA-12-19:** The applicant, Edwin K. Stacker, Shutts & Bowen, LLP, on behalf of the property owner, Las Olas Studios, Inc./Henry Apel, DVP, is requesting a variance for the property located at 300 East Dania Beach Boulevard.

**REQUEST
VARIANCE**

To allow a 909 foot separation between a proposed medical marijuana retail center and an existing pharmacy; the Land Development Code (LDC) requires a minimum separation of 1,000 feet; per Section 110-190.

PROPERTY INFORMATION

EXISTING ZONING:	East Dania Beach Boulevard – Mixed Use (EDBB-MU)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

CODE VIOLATIONS

There are no Code Compliance violations or fines on record for the subject property.

PUBLIC HEARING NOTICE

This item was duly advertised, posted, and noticed pursuant to Article 610 of the Land Development Code (LDC).

The subject property is a former bank building located on an outparcel of the former Winn Dixie shopping center.

VARIANCE

The applicant is requesting to waive the separation requirement between retail pharmacies and medical marijuana retail centers. The subject property is a former bank located at the South East corner of SE 3 Avenue and East Dania Beach Boulevard. There is an existing Publix grocery store with a pharmacy on the adjacent property to the east.

The City Attorney's Office has determined the distance separation measurement should be made from the front door of one facility to the front door of another. Therefore, the measurement from the front door vacant bank building on the subject property to the

front door of the Publix is approximately nine hundred, nine feet (909), which is ninety-one feet (91'), or approximately nine percent (9.027%) short of the required 1,000 foot separation.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below.

- (1) "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."
- (2) "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."
- (2) "That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."
- (4) "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."
- (5) "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community."

The variance request to waive less than ten percent (10%) of the required 1,000 foot separation requirement is de minimis in nature and is not expected to be precedent setting, nor result in a concentration of such use.

The applicant provided a justification statement identifying how their requests are consistent with the Variance criteria.

CITY COMMISSION ACTION

Approve the requested variance.

RESOLUTION NO. 2019-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-12-19) SUBMITTED BY SHUTTS & BOWEN LLP, ON BEHALF OF PROPERTY OWNERS LAS OLAS STUDIOS, INC. AND INDUSTRY CONSULTING GROUP, INC. FOR PROPERTY LOCATED AT 300 E. DANIA BEACH BOULEVARD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the "Land Development Code" (the "LDC"), Part 6, "Development Review Procedures And Requirements," Article 625, "Variances" of the of the City Code of Ordinances (the "City Code"), Shutts & Bowen, LLC, on behalf of property owners Las Olas Studios, Inc. and Industry Consulting Group, Inc. (the "Applicant"), has applied to the City of Dania Beach (the "City"), for approval of a Variance (VA-12-19) for property legally described in Exhibit "A" and incorporated into this Resolution by this reference; and

WHEREAS, LDC Section 625-40 states that the City Commission may grant a Variance based on its determination that the Applicant has demonstrated that the criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant has requested a Variance (VA-12-19) to permit a medical marijuana retail center to locate within a radius of 909.73 feet of another retail pharmacy or medical marijuana retail center, where pursuant to LDC Section 110-190(C)(3) separation of a minimum of 1,000 feet between such uses is required; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the LDC; and

WHEREAS, public notice was provided in accordance with law; and

WHEREAS, the City Commission finds that approval of the requested Variance is consistent with the City's LDC and Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That pursuant to Chapter 28, the “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 625, “Variances,” of the LDC, the application for Variance (VA-12-19) approval, a copy of which is attached as Exhibit “B,” which is made a part of and is incorporated into this Resolution by this reference, is hereby approved.

Section 3. That pursuant to Section 625-50 “Expiration of Variances” of the Land Development Code, the Variance approval (VA-12-19) shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings within eighteen (18) months from the date of this Resolution.

Section 4. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

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 March 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL IDENTIFICATION NUMBER

5042-34-27-0020

A portion of "DANIA GOLF COURSE", as recorded in Plat Book 32, Page 17, of the Public Records of Broward County, Florida, being described as follows:

Commencing at the northwest corner of said plat, run on an assumed bearing of S 0° 52' 23" W along the westerly boundary of said plat 23.07 feet; thence, S 89° 42' 18" E along the south right-of-way of State Road A-1-A (Dania Beach Boulevard) 25 feet to a Point of Beginning; thence, continue S 89° 42' 18" E 150 feet; thence S 0° 52' 23" W parallel with the westerly boundary of said plat 150 feet thence, run N. 89° 42' 18" W 150 feet; thence, N 0° 52' 23" E parallel with the westerly boundary of said plat 150 feet to the Point of Beginning. Said land being situate, lying and being in the City of Dania, Broward County, Florida.

EXHIBIT “B”
(VARIANCE APPLICATION)

Lajoie, Corinne

From: Kathryn Mehaffey <KMehaffey@wsh-law.com>
Sent: Monday, March 04, 2019 11:38 AM
To: Ansbro, Tom; Lajoie, Corinne; LaFerrier, Marc; Adams, Lori
Cc: James E. White
Subject: Measurement for Medical Marijuana and Pain Management Clinic distances

After reviewing and evaluating the code the correct distance measurement methodology would be a radius measured from front door to front door. As stated previously, it has not been clearly set out in the code and should be clarified to reflect your chosen policy in the future. In the meantime, of the available methodologies the door to door measurement should be used for consistency. I apologize for any confusion. Kathy

Kathryn Mehaffey



200 East Broward Blvd., Suite 1900 | Fort Lauderdale, FL 33301
P: (954) 763-4242 F: (954) 764-7770 wsh-law.com | [vCard](#)



THINK BEFORE YOU PRINT

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Pursuant to the Fair Debt Collection Practices Act, this communication is from a debt collector. Any information obtained will be used for the purpose of collecting a debt.

Lajoie, Corinne

From: Wray, Macee
Sent: Thursday, February 28, 2019 8:42 AM
To: Lajoie, Corinne
Subject: RE: Violation check - Med. Marijuana

There are no active code cases/liens on the property.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Macee Ringgold
Code Compliance Coordinator | City of Dania Beach
mwray@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3790 | **Fax:** 954-924-6812

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From: Lajoie, Corinne
Sent: Wednesday, February 27, 2019 3:09 PM
To: Wray, Macee
Subject: Violation check - Med. Marijuana

Can you please let me know if there are any open violations or liens on the folio number 5042-34-27-0020?
The sooner the better, sending to the City Manager on Friday.
Thank you.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Corinne Lajoie
Planning & Zoning Manager | City of Dania Beach
clajoie@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6805 ext. 3704 | **Fax:** 954-922-2687

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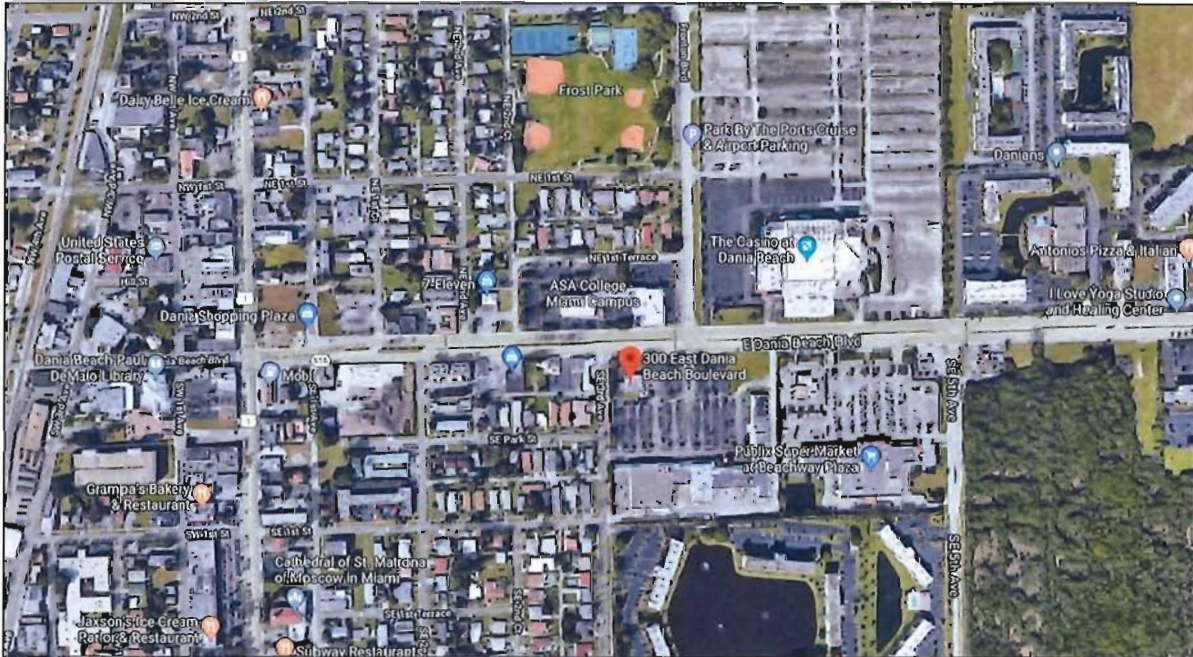
Shutts & Bowen LLP
East Broward Boulevard, Suite 2100
Fort Lauderdale, Florida 33301

JUSTIFICATION STATEMENT STANDARDS FOR CODE COMPLIANCE VARIANCE REQUEST

Submitted February 7, 2019

EXECUTIVE SUMMARY

Shutts & Bowen LLP is the authorized agent for Las Olas Studios, Inc, the Applicant for the above referenced application is requesting a variance as more particularly described herein for the property located at 300 E. Dania Beach Boulevard.



LOCATION MAP

The approval of this application will allow a currently vacant building to be occupied by a permitted use by right, specifically a Medical Marijuana Retail Center (MMRC) or Medical Marijuana Treatment Center (MMTC) as indicated in *Section 110-20 – List of permitted, special exception and prohibited uses.*

VARIANCE REQUEST:

The Applicant is requesting that the City Commission grant a variance from the provisions of Sec. 110-190, - Uses subject to minimum separation distances, specifically the distance requirement in Subsection (C)(3), that no MMRC shall be permitted to locate within a one-thousand (1,000) foot (ft.) radius of another retail pharmacy or MMRC whereby, in this instance, the distance between the entrance to the proposed MMRC and the entrance to the Publix to access the accessory pharmacy is nine-hundred-nine-and seventy-three-one-hundredths (909.73) ft. This equates to only a 10% reduction in the separation distance requirement. A copy of the signed and sealed Specific Purpose Survey dated Feb. 7, 2019 and prepared by Professional Surveyors, Inc. is attached.

BACKGROUND

The facility will be operated as a Surterra Wellness Center. Surterra Wellness is a licensed MMTC with 21 locations across the State of Florida. While any patient or guest may enter the wellness center, only patients with a recommendation from a qualified physician may purchase cannabis products. Typically, there are four to five wellness coordinators on site who provide education to the patients and can also offer private conversations in consultation rooms.

No cultivation or processing occurs on-site and products arrive packaged and finished, ready for sale. Products are then dispensed from the secured pantry in the back-of-house similar to a traditional pharmacy. No active products are shown on the sales floor and only sample packaging is used for display. Finally, similar to others MMTC's, Surterra wellness centers have state required security features including, but not limited to, controlled access and security cameras.

Florida Statutes 381.986 Medical use of marijuana. — 2(8) MEDICAL MARIJUANA TREATMENT CENTERS

States:

(c) A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location through a formal proceeding open to the public at which the county or municipality determines that the location promotes the public health, safety, and general welfare of the community.

RESPONSE: The proposed MMTC complies with the minimum state requirements for separation from schools as outlined in the statute. Please see the letter included with this application prepared by Steve S. Grasley, P.E. of K2M Design certifying that there are no schools within 500 feet of the MMTC.

RESPONSE: In addition to complying with the state requirements for separation, the MMTC also complies with all other standards outlined in the statute.

VARIANCE STANDARDS

Sec. 625-40. - Variance review criteria; city action.

- (A) The city commission or planning and zoning board, as applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the application for variance, based upon its

determination that the petitioner has demonstrated that the criteria provided in the following subsections (1) through (5) have been satisfied:

- (1) That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city;**

Response: The requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city. The site is located within the East Dania Beach Boulevard Mixed-Use District (EDBB-MU) which is one of the Community Redevelopment Areas (CRA) of the City. As outlined in these regulations, the purpose and intent of inclusion in a CRA is to promote redevelopment, allow a wide range of land uses to accommodate real estate market cycles, and provide flexibility in the permitted uses of land while at the same time allowing for multiple uses in buildings. Specifically, the Code requires a separation distance of 1,000 ft. between the MMTC and a retail pharmacy. The closest pharmacy is not the traditional retail pharmacy like the typical Walgreens or CVS'; in fact, it is an accessory pharmacy located inside of a Publix Supermarket.

- (2) That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community;**

Response: As stated above, the site is located within the EDBB-MU CRA. It is an existing vacant building located along East Dania Beach Boulevard which is one of the main corridors in this CRA. It is completely surrounded on all sides by EDBB-MU and the area is predominantly completely built out. The site has been developed as commercial and remains developed as commercial, therefore the request remains compatible with the surrounding land uses and would not be detrimental to the community.

- (3) That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city;**

Response: As a commercial use, this application is not only consistent with and in compliance with the City's Comprehensive Plan, but furthers the goals, policies and objective of the City's redevelopment areas.

- (4) That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome; and**

Response: The variance request is for a reduction in the separation distance between an MMTC and a retail pharmacy, specifically, is a separation reduction from 1000 ft. to 909 ft. between two existing commercial buildings. The unique circumstances of the property are that these are existing buildings which cannot be relocated. In addition, they are only encroaching on the separation requirement by less than 10% of the requirement. These are the special conditions and circumstances necessitating the variance which do not result from the action of the Applicant, but rather causes an undue burden on the Applicant to comply with the strict requirements of the subject regulations.

(5) That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.

Response: As previously mentioned herein, the use is proposed to occupy a now vacant and existing building that is located within a CRA of the City. Considering the fact that these are existing buildings, that the use already complies with the regulations outlined in the applicable Statutory requirements and that the request is only for a 10% reduction in the required separation requirements, the requested variance is the minimum variance necessary to afford relief to the Applicant, while preserving the character, health, safety and welfare of the subject regulations.

CONCLUSION

For the foregoing reasons, we respectfully request approval of the variance outlined above. In the event you have any questions or require anything further, please do not hesitate to contact us.

January 21, 2019

Franklin Street
3384 Peachtree Rd. NE, Suite 650
Atlanta, GA 30326
Attn: Nick Monette

Re: 300 E. Dania Beach Boulevard, Dania Beach, FL 33004
– Distance Analysis

SIGNED AND SEALED:



Dear Nick,

This letter is to certify that a visual inspection has been made of all property surrounding the proposed site, 300 E. Dania Beach Boulevard, Dania Beach, FL 33004. In accordance with Section 4.1.3.9, we have confirmed that the proposed location is not located within 500 feet of an existing Elementary or Secondary School.

All parcel measurements have been surveyed through the Broward County Land Management Services (GIS) and Parcel Mapping Services. Zoning and property use information was determined through the Broward County's Property Record services. Our survey determined that there were no schools within the 500-foot straight line distance of the property line. The closest schools to the subject are below:

Subject Address: 300 E. Dania Beach Boulevard, Dania Beach, FL 33004			
School Name	Address	Straight Line Distance (Ft.)	NOTE:
Collins Elementary	1050 NW 2nd St, Dania Beach, FL 33004	3,481	Primary, Public
Attucks Middle School	3500 N 22nd Ave, Hollywood, FL 33020	4,725	Secondary, Public
Bethune, Mary M. Elementary	2400 Meade St, Hollywood, FL 33020	4,725	Primary, Public
Olsen Middle School	330 SE 11th Terrace, Dania Beach, FL 33004	5,431	Secondary, Public
Global Learners Academy	3235, 6 SW 5th Ave, Dania Beach, FL 33004	2,583	Private, VPK

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

Zoning of Subject and Surrounding Parcels:			
Location to Subject	Address	Zoning	Property Use
Subject	300 E. Dania Beach Blvd, Dania Beach, FL 33004	EDBB-MU: East Dania Beach Blvd Mixed Use	23 - Financial Institutions (Banks, Savings & Loan Companies, Mortgage Companies, Credit Services)
North	225 E Dania Beach Blvd Dania Beach FL 33004	EDBB-MU: East Dania Beach Blvd Mixed Use	18 - Office Buildings, Non- Professional Services Buildings, Multi-Story
South/East	308 E. Dania Beach Blvd Dania Beach FL 33004	EDBB-MU: East Dania Beach Blvd Mixed Use	16 - Community Shopping Centers
East	Parcel#: 5042-34-27-0060	EDBB-MU: East Dania Beach Blvd Mixed Use	10 – Vacant Commercial
West	254 E. Dania Beach Blvd 1-8 Dania Beach FL 33004	EDBB-MU: East Dania Beach Blvd Mixed Use	08 - Multi-family – less than 10 units

Best,
Steve S. Grasley, P.E.
Chief Operating Officer
Florida COA #30945

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

DANIA

LEGAL DESCRIPTION

A portion of "DANIA GOLF COURSE", as recorded in Plat Book 32, Page 17, of the Public Records of Broward County, Florida, being described as follows:

Commencing at the northwest corner of said plat, run on an assumed bearing of S 0°52'23"W along the westerly boundary of said plat 23.07 feet; thence, S 89°42'18"E along the south right-of-way of State Road A-1-A (Dania Beach Boulevard) 25 feet to a Point of Beginning; thence, continue S 89°42'18"E 150 feet; thence S 0°52'23"W parallel with the westerly boundary of said plat 150 feet thence, run N 89°42'18"W 150 feet; thence, N 0°52'23"E parallel with the westerly boundary of said plat 150 feet to the Point of Beginning. Said land being situate, lying and being in the City of Dania, Broward County, Florida.



Standard Development Application

- ☐ Administrative Variance
☐ Land Use Amendment
☐ Plat
☐ Rezoning
☐ Site Plan
☐ Special Exception
☒ Variance
☐ Other: _____

Date Rec'd: 02/07/2019

Petition No.: VA-12-19

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 300 E. Dania Beach Blvd.

Lot(s): _____ Block: _____ Subdivision: See Legal Description included with this application

Recorded Plat Name: Dania Golf Course

Folio Number(s): 5042-34-27-0020 Legal Description: See Legal Description included with this application

Applicant/Consultant/Legal Representative (circle one) Shutts & Bowen LLP, Edwin J. Stacker

Address of Applicant: 200 East Broward Blvd. Ft. Lauderdale, FL 33301

Business Telephone: (954) 847-3839 Home: _____ Fax: (954) 527-7915

E-mail address: EStacker@shutts.com

Name of Property Owner: Las Olas Studios, Inc./Henry Apel, DVP

Address of Property Owner: 300 E. Dania Beach Blvd.

Business Telephone: see consultant info _____ Home: _____ Fax: _____

Explanation of Request: See Justification Statement included with this application

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 0.52 Gross Acreage: 0.52 Prop. Square Footage: 22,500

Existing Use: Bank Proposed Use: Medical Marijuana Treatment Center

Is property owned individually, by a corporation, association, or a joint venture? owned by a corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 7th DAY OF FEBRUARY, 2019

By:

Edwin J. Stacker
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of FLORIDA)



Michele Smith
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG110378
Expires 5/31/2021

Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**

OWNER'S CONSENT

Las Olas Studios, Inc./Henry Apel, DVP, as the owner of the property located at 300 E. Dania Beach Boulevard, Dania Beach, FL 33004 (Folio ID No. 5042034 27 0020), hereby gives consent to Shutts & Bowen, LLP/Edwin J. Stacker, to act as the lawful attorney-in-fact for the purposes of filing a Variance Application with the City of Dania Beach for the subject property.

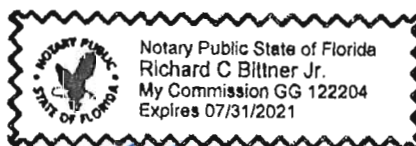
Las Olas Studios, Inc./Henry Apel, DVP, understands that the granting of an application with any conditions made a part thereof, may affect the future development of the subject property.

Henry Apel 2/4/19
Owner Signature Date

STATE OF Florida)
) ss.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 4th day of February, 2019, by Henry Apel, who is personally known to me or who has produced FL DLA140-380-40-300-0 as identification.

OFFICIAL NOTARIAL SEAL:



Richard C Biltner Jr.
(type, print, or stamp name)
Notary Public

Commission No. GG122204

My Commission Expires: July 31, 2021

PROFESSIONAL SURVEYORS, INC.

2243 ADAMS STREET, UNIT 2 HOLLYWOOD, FL 33020

PHONE (954) 241-3000 LICENSED BUSINESS# 7326

FILE: 18-1030B
REF: 18L-300
FOR: APEL
DATE: 02-07-2019



SPECIFIC PURPOSE SURVEY
THIS IS NOT A BOUNDARY SURVEY

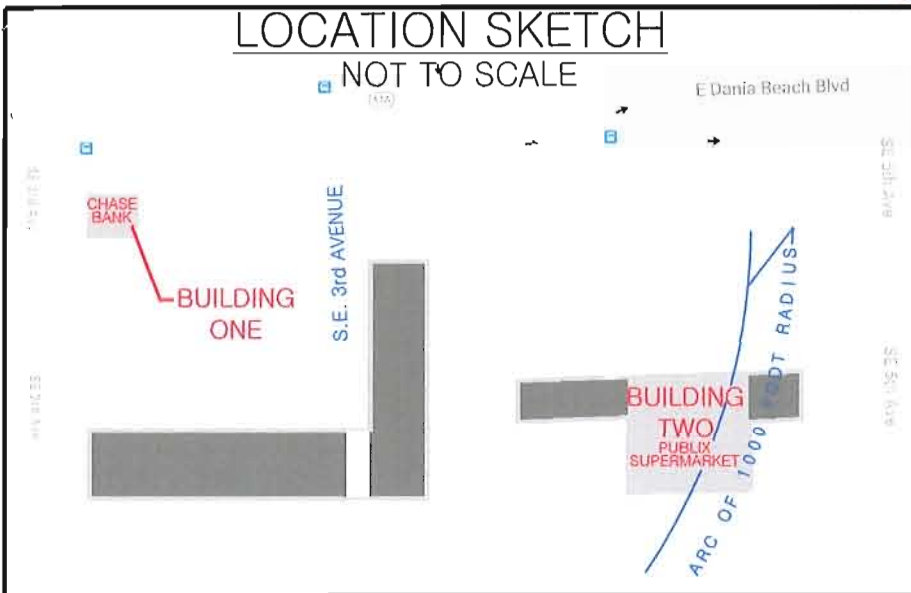
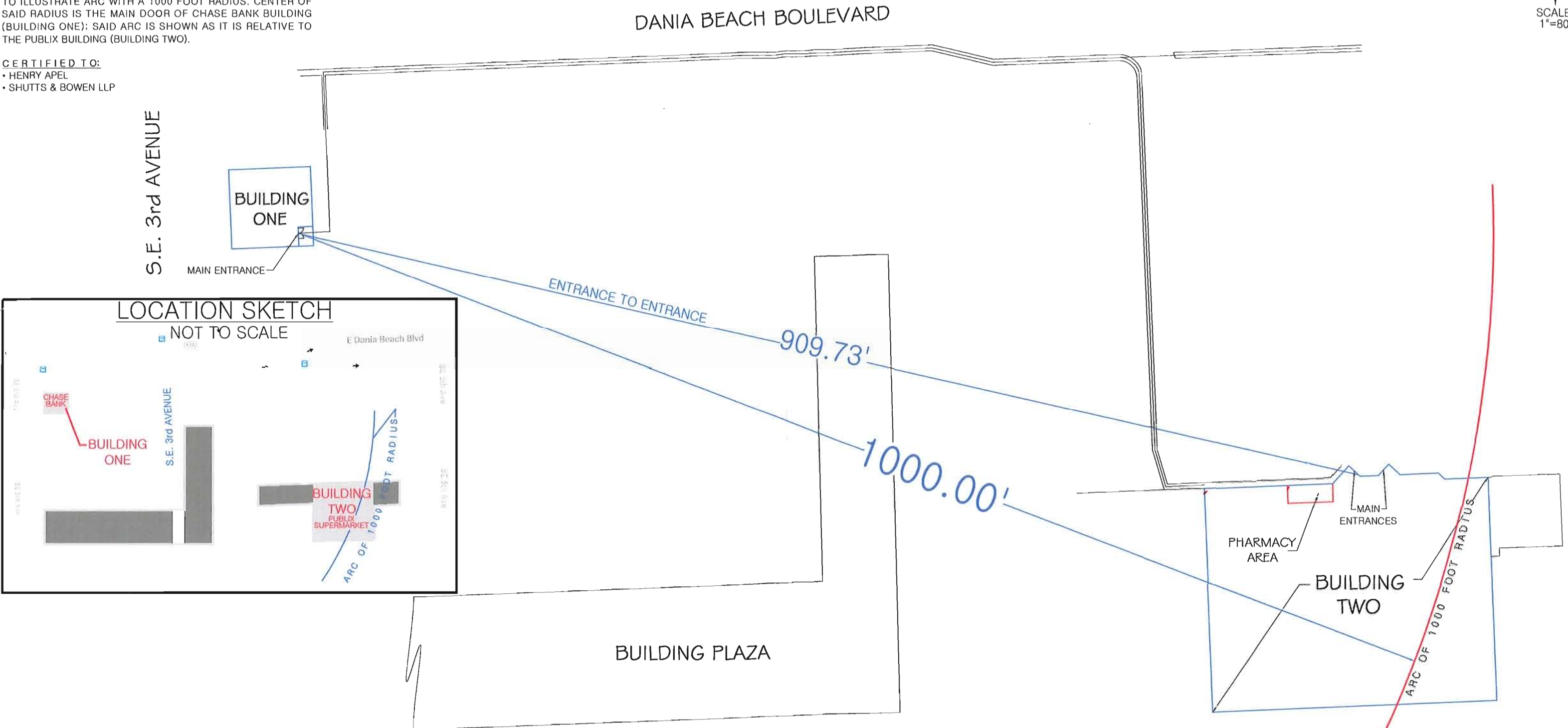


SPECIFIC PURPOSE OF SURVEY:

TO ILLUSTRATE ARC WITH A 1000 FOOT RADIUS, CENTER OF SAID RADIUS IS THE MAIN DOOR OF CHASE BANK BUILDING (BUILDING ONE); SAID ARC IS SHOWN AS IT IS RELATIVE TO THE PUBLIX BUILDING (BUILDING TWO).

CERTIFIED TO:

- HENRY APEL
- SHUTTS & BOWEN LLP

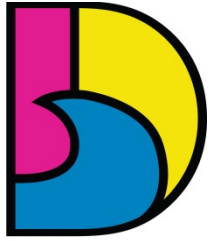


NOT A VALID SURVEY WITHOUT THE SIGNATURE AND ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

Paul J. Stowell

PAUL J. STOWELL
PROFESSIONAL SURVEYOR & MAPPER No. 5241
STATE OF FLORIDA

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UNLESS OTHERWISE SHOWN HEREON, THE FOLLOWING NOTES APPLY:
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• THIS IS NOT A BOUNDARY SURVEY.
• THIS SURVEY HAS BEEN PREPARED SOLELY FOR THE EXCLUSIVE AND SPECIFIC PURPOSE FOR USE AS AN AID IN ILLUSTRATING A 1000 FOOT RADIUS, WHOSE CENTER IS AT THE MAIN DOOR OF CHASE BANK BUILDING (BUILDING ONE), AS IT IS RELATIVE TO THE PUBLIX BUILDING (BUILDING TWO).
• NO ADDITIONAL WARRANTIES ARE HEREBY EXTENDED AND THIS SKETCH MAY NOT BE USED FOR ANY OTHER PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR.
• THE GUIDELINES FOR THIS SURVEY ARE AS AGREED UPON BY THE CLIENT. GUIDELINES CLIENT SET FORTH ARE AS FOLLOWS: SHOW THE ARC OF A 1000 FOOT RADIUS FROM THE MAIN ENTRANCE OF THE CHASE BANK BUILDING RELATIVE TO THE PUBLIX BUILDING.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
OFFICE OF THE CITY CLERK**

MEMORANDUM

DATE: March 12, 2019
TO: Mayor and City Commission
CC: Colin Donnelly, Assistant City Manager
FROM: Thomas Schneider, City Clerk
SUBJECT: City Commission Summer Break

Staff is requesting input from the City Commission as to when to schedule the summer break. Summertime is traditionally the time when staff prepares the proposed budget for the upcoming fiscal year.

A Special Budget Meeting must be scheduled during the last week in July to set the Tentative Millage Rate, and Proposed Residential Solid Waste, Stormwater and Fire Assessment Rates, as these rates must be transmitted to the Property Appraiser's Office no later than August 2, 2019.

For the last few years, the Commission cancelled the first meeting in the months of July and August.

June 2019

June 2019							July 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	8	14	8	9	10	11	12	13
16	17	18	19	20	21	15	21	15	16	17	18	19	20
23	24	25	26	27	28	22	28	22	23	24	25	26	27
30						29		29	30	31			

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	May 26	27	28	29	30	31	Jun 1
5/26 - 31							
	2	3	4	5	6	7	8
6/2 - 7					3:00pm 6:00pm Special Magistrate		
	9	10	11	12	13	14	15
6/9 - 14			5:30pm 7:00pm CRA Board Meeting 7:00pm 9:00pm City Commission Meeting				
	16	17	18	19	20	21	22
6/16 - 21				7:00pm 8:00pm Kirby, Donna (City Hall Commission Chamb 7:00pm 9:00pm P & Z Meeting			
	23	24	25	26	27	28	29
6/23 - 28			7:00pm 9:00pm City Commission Meeting				
	30	Jul 1	2	3	4	5	6
6/30 - 7/5							

July 2019

July 2019							August 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	31

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Jun 30	Jul 1	2	3	4	5	6
Jun 30 - Jul 6							
	7	8	9	10	11	12	13
Jul 7 - 13			5:30pm 7:00pm CRA Board Meeting 7:00pm 9:00pm City Commission Meeting		3:00pm 6:00pm Special Magistrate		
	14	15	16	17	18	19	20
Jul 14 - 20				7:00pm 8:00pm Kirby, Donna (City Hall Commission Chamber) - Kirby, D 7:00pm 9:00pm P & Z Meeting			
	21	22	23	24	25	26	27
Jul 21 - 27			7:00pm 9:00pm City Commission Meeting				
	28	29	30	31	Aug 1	2	3
Jul 28 - Aug 3							

August 2019

August 2019							September 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3	1	2	3	4	5	6	7
11	12	13	14	8	9	10	8	9	10	11	12	13	14
18	19	20	21	15	16	17	15	16	17	18	19	20	21
25	26	27	28	22	23	24	22	23	24	25	26	27	28
				29	30	31	29	30					

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Jul 28	29	30	31	Aug 1	2	3
Jul 28 - Aug 3							
	4	5	6	7	8	9	10
Aug 4 - 10					3:00pm 6:00pm Special Magistrate		
	11	12	13	14	15	16	17
Aug 11 - 17			5:30pm 7:00pm CRA Board Meeting 7:00pm 9:00pm City Commission Meeting				
	18	19	20	21	22	23	24
Aug 18 - 24				7:00pm 8:00pm Kirby, Donna (City Hall Commission Chamber) - Kirby, D 7:00pm 9:00pm P & Z Meeting			
	25	26	27	28	29	30	31
Aug 25 - 31			7:00pm 9:00pm City Commission Meeting				

**AIRPORT ADVISORY BOARD
MEMBERSHIP
Thursday, February 28, 2019**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Luz Ortiz 224 NW 13 Court Dania Beach, FL 33004 754-423-9425 908-290-2564 ortiz.luz46@yahoo.com	February 13, 2018	November 2016 through November 2018	James
Karen Harrington 4641 SW 30 th Way Dania Beach, FL 33312 954-445-0390 rickeyswingstwo@aol.com	January 24, 2017 Reappointed 8/22/2017	November 2016 through November 2018	James
Dean Harley 606 NW 8 th Street Dania Beach, FL 33004-2320 513-652-5140 dharley@broward.edu	December 11, 2018	November 2018 through November 2020	Lewellen
Keith Roberts 4417 SW 27 th Terrace Dania Beach, FL 33312 954-309-5555 bkars2020@aol.com	December 11, 2018	November 2018 through November 2020	Lewellen
Micheline Peacock 60 Cat Cay Court Dania Beach, FL 33004 954-929-0775 954-309-6931 – Cell peacockm60@comcast.net	March 14, 2017 Reappointed 8/22/2017	November 2016 through November 2018	Harris
Linda Barber 75 Gulfstream Road, Apt. 305 Dania Beach, FL 33004 954-328-8163 954-940-4969 Linda.barber1103@gmail.com	September 26, 2017	November 2016 through November 2018	Harris

AIRPORT ADVISORY BOARD
MEMBERSHIP
Thursday, February 28, 2019

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Randy Wright 4391 SW 34 th Lane Ft. Lauderdale, FL 33312 954-983-6920 rcwpaw@juno.com	December 11, 2018	November 2018 through November 2020	Brandimarte
Gary Luedtke 4461 SW 34 Drive Fort Lauderdale, FL 33312-5513 954-966-8013 gluedtke@gmail.com	December 11, 2018	November 2018 through November 2020	Brandimarte
Bruce Hannover 617 NE 2nd Place Dania Beach, FL 33004 954-920-3563 bruceh8552@aol.com	February 26, 2019	November 2018 through November 2020	Odman
Dr. Tamara D. Fishman 837 NW 8 th Avenue Dania Beach, FL 33004 786-356-4425 fishmantamara@hotmail.com	February 26, 2019	November 2018 through November 2020	Odman

**MARINE ADVISORY BOARD
MEMBERSHIP
Thursday, February 28, 2019**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Antony Thackham 705 NW 8 th Street Dania Beach, FL 33004 954-214-6136 tonythackham@comcast.net	November 21, 2016	November 2016 through November 2018	Salvino
Glenn Harrington 4641 SW 30 th Way Dania Beach, FL 33312 954-393-9318 754-263-7354 glenn.harrington@lmppro.com	January 24, 2017	November 2016 through November 2018	Salvino
Chris Barile 5099 SW 28 th Avenue Dania Beach, FL 33312 954-989-8260 (Home) 954-494-1920 (Cell) chrisbarile@bellsouth.net	January 10, 2017	November 2016 through November 2020	Brandimarte
		November 2016 through November 2020	Brandimarte
Linda Barber, Secretary 75 Gulfstream Road, Apt. 305 Dania Beach, FL 33004 954-328-8163 954-940-4969 Linda.barber1103@gmail.com	December 13, 2016	November 2016 through November 2020	James
		November 2016 through November 2020	James

**MARINE ADVISORY BOARD
MEMBERSHIP
Thursday, February 28, 2019**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Clive Taylor 642 NE 3 rd Street Dania Beach, FL 33004 954-923-4439 (Home) 954-830-8855 (Cell) cetriumph@aol.com	December 11, 2018	November 2018 through November 2022	Lewellen
Sharon Malone 111 SE 1st Street #117 Dania Beach, FL 33004 954-662-9537 Sharon@thedestinationconnection.com	December 11, 2018	November 2018 through November 2022	Lewellen
Dean Grant 503 N 2 nd Place Dania Beach, FL 33004 954-868-6247 deanggrant@bellsouth.net	December 11, 2018	November 2018 through November 2022	Odman
Alexis Guillen 4410 SW 26 th Avenue Dania Beach, FL 33312 305-804-3309 alexis.guillen@miaminewtimes.com	February 26, 2019	November 2018 through November 2022	Odman
Joe White 4541 SW 27 Terrace Dania Beach, FL 33312 954-873-5300 captjoewhite@aol.com	December 13, 2016 (appointment taken over from Salvino)	November 2016 through November 2020	Harris
Richard Croker 186 NE 6th Court Dania Beach, FL 33004 954-662-4874	January 9, 2018	November 2016 through November 2020	Harris

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Thursday, February 28, 2019

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Morris Goldwire 20 NW 13 th Avenue Dania Beach, FL 33004 234-223-6467 Goldwire75@gmail.com	December 11, 2018	November 2018 through November 2020	Lewellen
Terri Shermett Rock 3891 Stirling Road Dania Beach, FL 33312 954-410-4414 954-649-8774 TerriS@bcckids.org	December 11, 2018	November 2018 through November 2020	Lewellen
Jeff Hansen (24 NE 1 st Avenue) PO Box 1597 Dania Beach, FL 33004 954-929-9334 hlwdcahoot@aol.com	December 11, 2018	November 2018 through November 2020	James
A. Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-927-0650 954-558-2775 (Cell)	February 26, 2019	November 2018 through November 2020	James
Clare M. Frost 642 NE 3rd Street Dania Beach, FL 33004 954-923-4439 305-924-4682 treeacat@aol.com	December 11, 2018	November 2018 through November 2020	Harris

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Thursday, February 28, 2019

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Dr. Tamara D. Fishman 837 NW 8 th Avenue Dania Beach, FL 33004 786-356-4425 fishmantamara@hotmail.com	January 22, 2019	November 2018 through November 2020	Harris
Jimmie Peterman 717 SW 4 th Terrace Dania Beach, FL 33004 954-925-2417 & 954-534-1771 jimmiepeterman@comcast.net	January 22, 2019	November 2018 through November 2020	Brandimarte
Richard "Rich" Aube 675 SE 2 nd Avenue Dania Beach, FL 33004 954-922-9411 954-336-5110 (Cell) raube@forliferealty.com	February 12, 2019	November 2018 through November 2020	Brandimarte
Veronica Larkins 211 NW 12 th Avenue Dania Beach, FL 33004 954-394-8091 (Cell)	February 26, 2019	November 2018 through November 2020	Odman
		November 2018 through November 2020	Odman