

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
THURSDAY, DECEMBER 12, 2019 - 4:00 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.
-

1. CALL TO ORDER/ROLL CALL

2. CITIZEN COMMENTS

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

3. ADMINISTRATIVE REPORTS

1. Administrative Report Memo

4. PRESENTATIONS

1. Career Readiness Workshop presentation by Reverend Paul Wiggins, President, Dania Beach Clergy Alliance and Whitney Larmond, OIC South Florida

5. CONSENT AGENDA

1. Minutes:
Approve Minutes of November 12, 2019 CRA Board Meeting
2. Travel Requests: None

3. RESOLUTION NO. 2019-CRA-025

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH REBUILDING TOGETHER BROWARD COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE HOME REPAIR AND IMPROVEMENT SERVICES IN CONNECTION WITH THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

1. CRA Board meeting dates for 2020

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

To: Chair, Vice Chair and Board of Directors

From: Rickelle Williams, Executive Director

Date: December 12, 2019

Re: **Administrative Report**

1. PATCH Farm and Garden featured on South Florida PBS

On Sunday, December 1, the PATCH was featured on WPBT2 South Florida PBS via the Your South Florida program. The segment focused on volunteer opportunities at the PATCH. The segment may be viewed here: <https://youtu.be/WHma0DeZzb0>. The full episode may be viewed here: <https://youtu.be/JAVLLYbM1sU>

2. CRA to partner with Dania Beach Clergy Alliance and OIC of South Florida for an Introductory Career Readiness Training Program

The Dania Beach CRA will be partnering with the Dania Beach Clergy Alliance and OIC of South Florida to facilitate three (3) free career readiness training sessions to interested participants age 14 and up. The trainings will consist of a 5-hour workshop designed to provide career-inspired, job seekers with the introductory/intermediate skills to interact and compete effectively in today's workforce. Topics include career assessments, communication, teamwork, networking, problem-solving, business etiquette, as well as resume and interview tips. The training sessions will be held at CW Thomas Park in January, February and March 2020. More details will be presented by the Dania Beach Clergy Alliance and OIC South Florida.

3. Super Bowl Event at Dania After Dark– Touchdown Dania Beach

The CRA is planning an enhanced event with larger stage, more music, youth/school performances, appearances, children's activities and giveaways. The CRA will be submitting a special events application to the City and requesting a permit for the event. The CRA will be marketing the event and this is scheduled to start soon in conjunction with our partners the City of Dania Beach, Dania Pointe, The Casino @ Dania Beach and the Chamber of Commerce. The City of Dania Beach Parks and Recreation Department has committed to facilitating a bullseye football activity.

4. 8th Annual Arts and Seafood Celebration

Planning for the 8th Annual Arts and Seafood Celebration has begun. An Agreement with GWA South Florida for wrestling entertainment has been executed. An initial planning report will be provided at the January 14th CRA Board meeting.

5. Mold Remediation Impact

In addition to some City of Dania Beach Departments, the CRA has been storing various items in the upstairs area of City Hall. Last weekend, a mold remediation company, hired by the City, evaluated the area and determined that all the CRA items being stored there would need to be discarded due to exposure to mold. The CRA is currently completing an inventory/assessment of all the items that will need to be replaced. The majority of the items are event-related items for the Arts and Seafood Celebration

including signage, marketing materials, decorations, t-shirts, etc. These items are reused annually to save on event costs. The estimated loss is being calculated and will be shared with the CRA Board along with the Arts and Seafood Celebration planning report in January 2020.

6. Contracts Policy

The CRA Board adopted a Contracts Policy at the July 30, 2019 CRA Board meeting via Resolution No. 2019-CRA-014. The effective date for the Contracts Policy was October 1, 2019. Per the Policy, the “designated procurement personnel will ensure the CRA Contracts List is maintained” and “the CRA Contracts List will be sent monthly to the CRA Board, CRA Executive Director and Administrative staff who are involved in purchasing and contracts.” As such, please see attached CRA Contracts List.

7. Broward County Broward Redevelopment Program (BRP) Grant– Trion

The CRA applied for a BRP grant for public improvements supporting the Trion 300-unit mixed-use development slated for the corner of East Dania Beach Boulevard and Federal Highway. On March 5, 2019, the CRA was awarded the grant in the amount of \$1,000,000.00. On September 10, 2019, CRA staff met with Broward County and Merrimac Ventures, the developer of the Trion, to discuss the next steps leading to an Interlocal Agreement with Broward County. Please note that no other grant awardee has executed an Interlocal Agreement with Broward County at this point. The Interlocal Agreement must be executed within one year of the grant award, which was March 5, 2019. The CRA provided Broward County with the required site plan documents that detail the public improvements and facilities (public park and fountain) that will be part of the project. The site plan must demonstrate that there will be site control. Merrimac Ventures also indicated that they plan to submit a text amendment to the City of Dania Beach based on minor alterations to the unit mix of the development. The estimated timeline for the Interlocal Agreement to be executed is December 2019/January 2020.

8. Broward County Redevelopment Capital Program –Loan to Grant Conversion: Parking Garage

A new loan agreement for the remaining loan balance of \$621,876 will be drafted by Broward County and submitted to the CRA Board for execution. This is estimated to occur in February 2020.

9. Community Development Block Grant (CDBG) 45th Program Year Application- Wayfinding Signage

Broward County is waiting on approval from HUD to move forward with the Agreement.

10. Art of Community Grant from the Community Foundation of Broward

The CRA is working with the artist Gary Moore, to finalize the artistic concept of the historic markers. The CRA has also met with the Community Foundation of Broward to discuss an extension for the grant in order to give the artist the adequate time needed for fabrication. More details to follow in February 2020 once the artist has presented more information.

11. City Center Project

CRA staff and designees have participated in several internal meetings with City staff and designees to discuss strategies for the City Center Project negotiation process. CRA staff and designees have also participated along with City staff and designees in five (5) negotiation meetings with the development team from Armada Hoffer/Capital Group. More information and details will follow as it becomes available.

12. At Home Dania Beach Program – Affordable Housing Development

Based on the Agreement, the Developer may complete the project as late as May 2020, however, that time period is expected to be much shorter. Please see in bold lettering below a listing of completed/passed inspections that have occurred since the November 2019 Administrative Report.

Address	Bldg. Footing	Elec. Footing Bond	Rough Plumbing	Plumbing Sewer	Plumbing Condensate	Bldg. Slab	Bond Beam	Tie Beam	Bldg. Column
19 NW 14 Avenue	Completed	Completed	Completed	Completed	Completed	Completed			
40 NW 14 Avenue	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
1361 W. Dania Beach Blvd	Completed	Completed	Completed	Completed	Completed	Completed			
47 NW 14 Avenue	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
149 NW 6 Avenue	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
135 NW 6 Avenue	Completed	Completed	Completed	Completed	Completed	Completed			

13. At Home Dania Beach Program – Down-Payment Assistance

Housing Foundation of America, our non-profit Housing Counseling Agency, hosted an event along with Citibank on Saturday, December 7, 2019 to continue to market the program, provide housing counseling and on-the-spot tentative loan pre-approval. The event was held at City Hall in the NW Conference Room. Eligible applicants will be brought forward to the CRA Board for approval to enter a lottery to receive down-payment assistance funds and, if needed, request that the program be opened up to non-residents.

14. Rebranding Initiative

- Tri-Rail Garage signs: South Florida Regional Transportation Authority (SFRTA) has agreed to replace two (2) signs at the FLL Tri-Rail Station at Griffin Road at no cost to the City of Dania Beach. The project is currently being coordinated. Please see attached renderings.
- Entranceway Signage:
FDOT has approved all permit documents. Final step in the permitting process is for City to provide a surety check/restoration deposit in the amount of \$947.64. This is underway.
- Park Monument Signs:
Marking of the first phase of nine (9) park signs is completed. The hole-digging process has begun.
- Neighborhood Signs:
All sixteen (16) neighborhood signs have been approved through the permitting process and the process of marking out the signs is completed. The hole-digging process has begun.
- Public Relations:

Quest Corporation of America, our rebranding public relations firm is preparing messaging for the upcoming Winterfest Boat Parade to ensure proper media exposure for the Dania Beach brand.

- Marketing/Advertising:
Mad4Marketing will provide a final report and presentation at the January 14th CRA Board meeting.

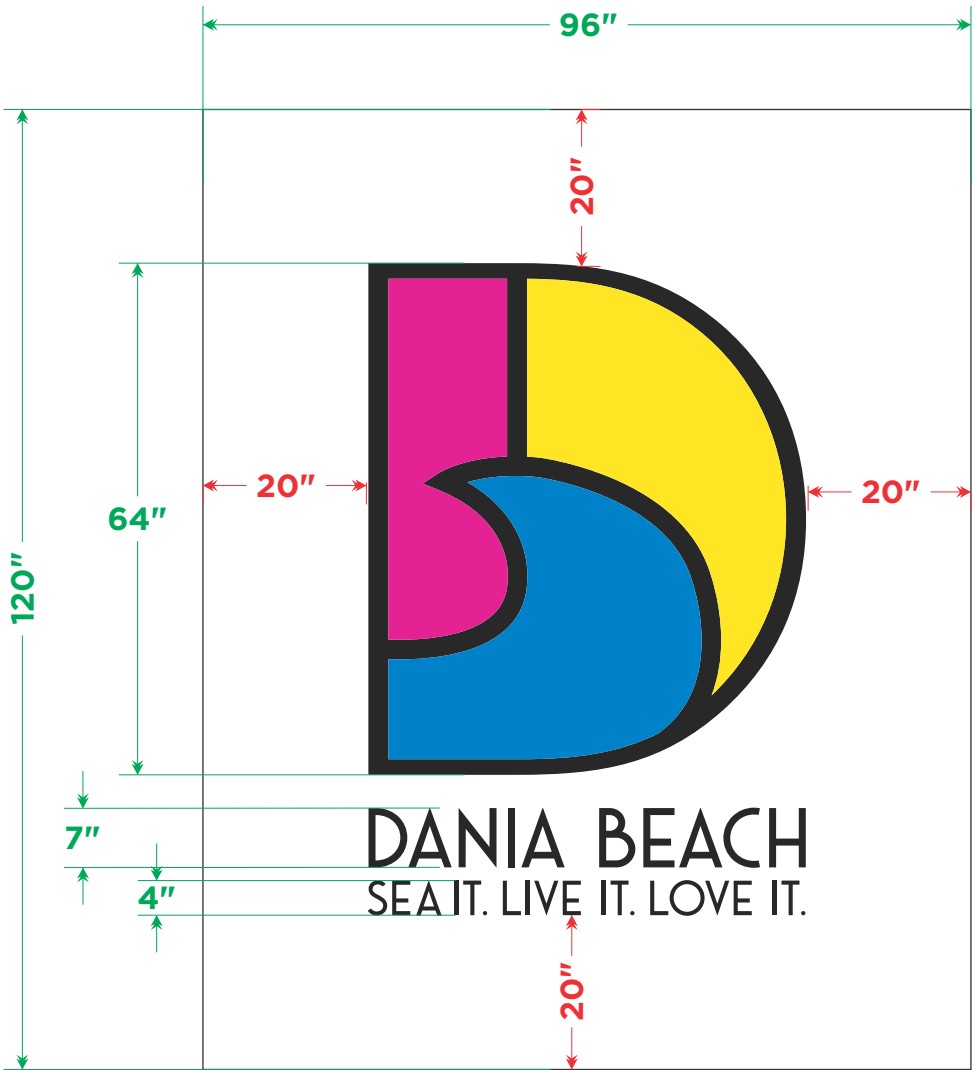
15. Upcoming Events:

- **Winterfest Boat Parade (designated guests):** Saturday, December 14th at 6:30 PM
- **Dania After Dark/Art in the Hall** – Saturday, December 14, 2019 from 5:00 PM to 10:00 PM
- **PATCH 2nd Saturday's:** Orchid Workshop - Saturday, December 14, 2019 from 10:00 AM to 12:00 PM
- **PATCH Holiday Pop Up Mobile Market** – Dania Beach City Hall on Friday, December 20th from 11:30 am to 1:30 pm.
- **PATCH 3rd Saturday's:** PATCH Holiday Craft Bazaar – Saturday, December 21, 2019 from 9:00 AM to 1:00 PM (see attached flyer)

Vendor Name	Title	Effective Date	Expiration Date	Days to Expiration	Term	Reso No.	Documents
Gary Moore d/b/a Kneebaby Arts	Artist Services related to the DB "Honor the Legacy Project"	9/26/2018	11/30/2019	EXPIRED	1 year	2018-CRA-011	Agreement
Mad 4 Marketing	Advertising & Marketing Services for Rebranding	12/11/2018	11/30/2019	EXPIRED	1 year	2018-175	Agreement
Quest Corporation of America	Public Relations Services for Rebranding	12/21/2018	11/30/2019	EXPIRED	1 year	2018-156	Agreement
Rebuilding Together Broward County	At Home Dania Beach Residential Revitalization Program	2/26/2019	11/30/2019	EXPIRED	9 months	2019-CRA-001	Agreement
Art N Soul	Creative Arts and Events Support	10/1/2019	9/30/2020	294	12 months	N/A	Agreement
Sharon L. Yeago LLC	Frederick DeLuca Foundation Consultant	5/16/2019	1/2/2020	26	6 months	2018-CRA-024	Agreement
Surg Consulting	Frederick DeLuca Foundation Promotions Coordinator	1/9/2019	1/2/2020	26	1 year	2018-CRA-024	Agreement
Standing Ovations	2020 Arts and Seafood Celebration Production Services	11/4/2019	4/3/2020	117	7 months	2019-CRA-021	Agreement
Saul Ewing Arnstein & Lehr LLP	Legal Services as Special Counsel to the CRA	10/1/2019	9/30/2020	294	1 year	2019-CRA-023	Engagement Lett
Atlantic Studios	Dania After Dark Event Production & Management	10/1/2019	9/30/2020	294	1 year	2018-CRA-016	Agreement
Jaime Castoro	USDA-FMPP Farmers Market Manager	10/1/2019	9/30/2020	294	1 year	2019-CRA-015	Agreement
Nattaliah Earle	Farmers Market Promotion Coordinator	10/1/2019	9/30/2020	294	1 year	2019-CRA-015	Agreement
Weiss, Serota, Helfman, Cole & Bierman, P.I.	Legal Services	10/1/2019	9/30/2020	294	1 year	2019-CRA-022	Engagement Lett
RTMG	On Line Market Strategy to Promote DB CRA District	11/29/2018	10/30/2021	684	3 years	2018-CRA-018	Agreement
Miami-Dade Affordable Housing Foundation d/b/a Affordable Housing Development Solutions	Construction of Affordable Homes	3/8/2019			Open	2019-CRA-003 2019-CRA-012	Agreement
Advanced Multi Sign Corp	Signage Production and Replacement for City Redbranding Efforts	12/11/2018			Open	2018-181	Agreement
Don Bell Signs	Signage Production and Replacement for City Redbranding Efforts	12/11/2018			Open	2018-181	Agreement



NON-ILLUMINATED 1/4" ALUMINUM PLATE PANEL WITH
3M DIGI-PRINT WITH 3M LAMINATION



Scale: 1/2" = 1'



White



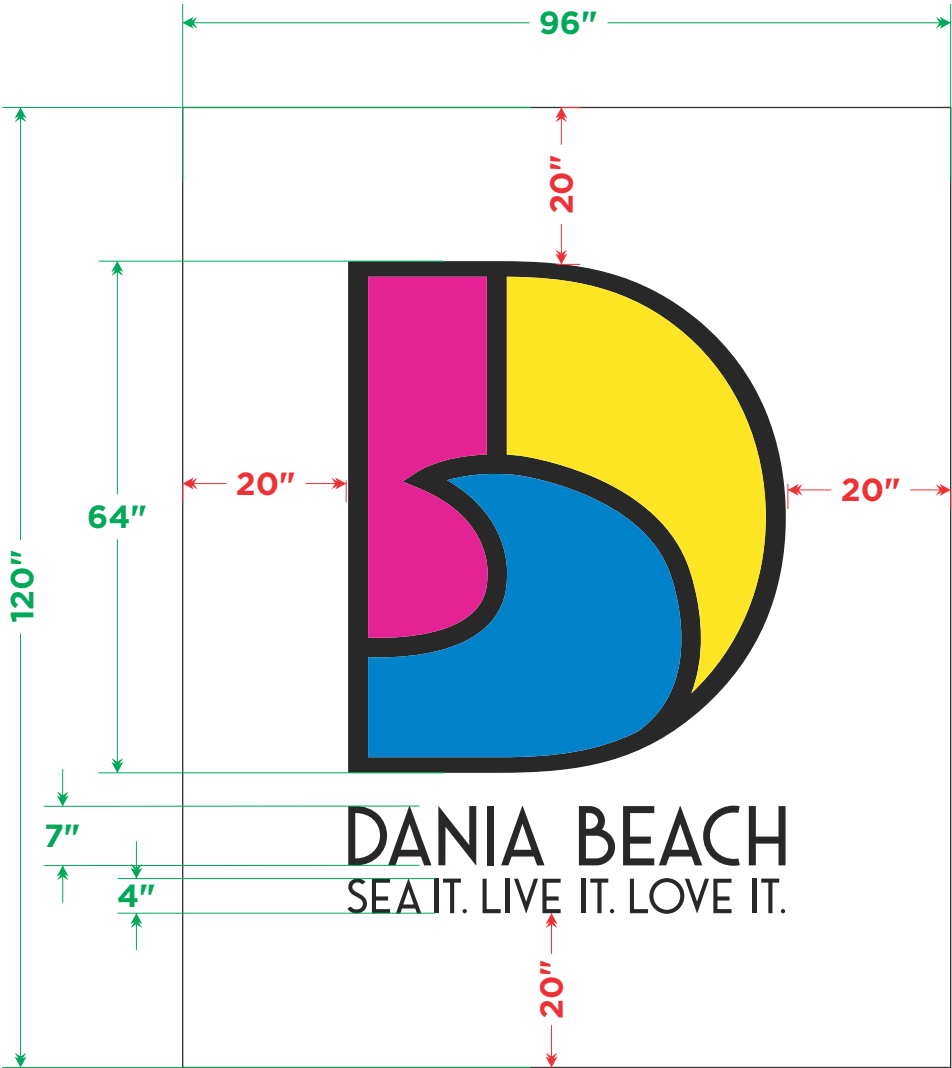
WHITE

Aluminum panel: White
Copy: 3M Digital print with 3M Lamination
Letter style: Logotype
Allowed sq. ft.:
Proposed sq. ft.: 80

NON-ILLUMINATED 1/4" ALUMINUM PLATE PANEL WITH
3M DIGI-PRINT WITH 3M LAMINATION



Scale: 3/32" = 1'



Scale: 1/2" = 1'



White



WHITE

Aluminum panel: White
Copy: 3M Digital print with 3M Lamination
Letter style: Logotype
Allowed sq. ft.:
Proposed sq. ft.: 80



DANIA BEACH
PATCH

People's Access To Community Horticulture

★ ★ ★ DANIA BEACH'S ★ ★ ★

• FARM & MARKET •

1201 WEST DANIA BEACH BLVD



HOLIDAY CRAFT BAZAAR

SATURDAY **DECEMBER 21**

Arts & Crafts, Educational Activities, Vendors,
Potted Plants for Sale, Market Sales, and More!

**Wreath & Holiday Ornaments
DIYs for the Whole Family!**

FROM 9AM
1PM

EBT/SNAP
RECEIVE 50% OFF
FLORIDA-GROWN PRODUCE

SHOP LOCAL • EAT LOCAL

SHOP FRESH • NON-GMO • ORGANICALLY-
GROWN PRODUCE AT UNBEATABLE PRICES!

FOR WEEKLY UPDATES + MORE INFO: 954.924.6801
ThePatchGarden.com | Facebook.com/PatchGarden



SCHEDULE

COURSE

DATES/TIME

JANUARY 25, 2020 / 9AM – 2PM

FEBRUARY 27, 2020 / 1PM – 6PM

MARCH 21, 2020 / 9AM – 2PM

COURSE

OUTLINE

15 MINS INTRODUCTION

2 HRS

- Career Interests assessment with breakout sessions
- Students will explore likely career choices based on personal interests

SCHEDULED BREAK

2 HRS

Soft skills discussion with interactive activities:

- Communication Tips
- Resume Building
- Teamwork
- Networking
- Problem-Solving & Critical Thinking
- Professionalism & Business Etiquette

15 MINS

- Wrap up
- Questions & Answers

LOCATION

C. W. THOMAS PARK

800 NW 2nd St,
Dania Beach, FL 33004

WWW.OICSFL.ORG

CITY OF DANIA BEACH

OIC ON THE MOVE

Higher Learning, Equals Higher Earnings!

Career READINESS WORKSHOP

FREE TRAINING

COURSE OVERVIEW

This is a 5 hour workshop designed to provide career-inspired, job seekers with the introductory/intermediate personal attributes, habits and interpersonal skills to interact and compete effectively in today's workforce.

Topics include: career assessments, resume building, teamwork, networking, problem-solving, business etiquette, as well as tips to ace an interview.

REGISTRATION

Visit www.oicsfl.org or www.daniabeachcra.org
For more information, call (954) 563-3535

IN PARTNERSHIP WITH:

OIC
OF SOUTH FLORIDA

DANIA BEACH
CLERGY ALLIANCE


DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

MINUTES OF MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, NOVEMBER 12, 2019 – 6:00 P.M.

1. Call to Order/Roll Call

Chair Lewellen called the meeting to order at 6:00 p.m.

Present:

Chair:	Lori Lewellen
Vice-Chair:	Lauren Odman
Board Members:	Chickie Brandimarte
	Bill Harris
	Tamara James
Executive Director:	Rickelle Williams
City Attorney:	Thomas Ansbro
CRA Secretary:	Thomas Schneider

2. Citizen Comments

There were no comments at this meeting.

3. Administrative Reports

3.1 Administrative Report Memo

CRA Director Williams reviewed the information included in the agenda packet. She thanked staff for their efforts with the special Dania After Dark event which celebrated the City's 115th birthday.

Chair Lewellen noted Dania After Dark on December 14th conflicts with the Winterfest Boat Parade and the wrestling event, and questioned if it would be cancelled or the date changed.

Director Williams responded the event producer's contract would need to be amended if the event is cancelled.

Board Member Harris felt the event should be changed or cancelled.

Board Member Brandimarte opposed changing the Dania After Dark event.

Board Member James spoke in opposition to cancelling the event for consistency reasons.

Chair Lewellen noted there are a whole host of events countywide that are being held on the same night; we should be concerned since the vendors had a bad night at the last event and two bad events in a row would not be good.

Vice-Chair Odman confirmed it is not the event producer's preference to move the date, and noted she would defer to that.

The Board consensus was to keep the planned date for the December Dania After Dark event.

3.2 Florida Redevelopment Association Annual Conference Report

CRA Director Williams reviewed the information included in the agenda packet.

4. Presentations

4.1 Trion Project: Dev Motwani, Merrimac Ventures

Dale Reed, Executive Vice-President of Merrimac Ventures, gave a presentation on the Trion Project.

Board Member James questioned the retail space in the project, and asked that the developer approach Antonio's Restaurant about relocating there.

Board Member Brandimarte questioned provisions for bicycle rentals.

CRA Director Williams noted our grant money will go toward the public amenities in the project.

5. Consent Agenda

Items Added to Consent Agenda: #5.5

Items Removed from Consent Agenda: #5.2

5.1 Minutes:

Approve Minutes of September 11, 2019 CRA Board Budget Workshop

Approve Minutes of September 30, 2019 CRA Board Workshop - Budget Allocations

Approve Minutes of October 7, 2019 CRA Board Meeting

5.3 Approve PATCH event fee waiver request for Thanksgiving Food Drive/Giveaway sponsored by the Tamara James Foundation, Inc. on Tuesday, November 26, 2019

5.4 Approve Commercial Property Improvement Grant for Fish Grill, 75 N Federal Highway, in the amount of \$17,486.00

Addendum

- 5.5 Approve an amendment to two (2) Commercial Property Improvement Grants for Alex's Flamingo Plaza, located at 222 N Federal Highway and 236 N Federal Highway, in an amount not to exceed \$20,000.00 for each address, which were approved by the CRA Board on July 30, 2019, to specify the Grants for Alex's Flamingo Plaza are approved for IEL Land Trust, with Arael Medina and Connie Medina, as Co-Trustees and that the CRA Board (i) determines that a property owner who owns one or more parcels within the CRA priority area, may secure separate Grants for more than one parcel, and (ii) acknowledges that the IEL Land Trust owns two (2) separate parcels, both located within the CRA priority area, and that the Board approval applies to both parcels.

Board Member James motioned to approve the Consent Agenda, with the addition of Item #5.5, and with the exception of Item #5.2; seconded by Vice-Chair Odman. The motion carried unanimously.

5.2 Travel Requests:

Request from CRA Executive Director Rickelle Williams to represent the CRA on a fact finding and observation tour of the Virginia Beach Town Center in Virginia Beach, Virginia on dates to be determined in November 2019 (Estimated cost \$791.50)

Director Williams noted she was withdrawing her request since there are no immediate plans for City staff to go on the tour.

6. Proposals and Bids

There were no proposals on this agenda.

7. Discussion and Possible Action

There were no discussion items on this agenda.

8. Board Member Comments

Board Member Brandimarte noted the Atrium was packed at the Dania After Dark event.

Board Member James spoke of the FRA conference she attended and the Alliance dinner upon her return. On November 26th, the Tamara James Foundation will hold their annual food drive.

9. Information Items

There were no items on this agenda.

Director Williams reminded the Board to let her know when they are available for a workshop.

Discussion ensued regarding scheduling a workshop.

Director Williams felt the first week of December is a good target and asked the Board to send her dates they are available by Thursday of this week.

10. Adjournment

Chair Lewellen adjourned the meeting at 6:30 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

LORI LEWELLEN
CHAIR – CRA

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH REBUILDING TOGETHER BROWARD COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE HOME REPAIR AND IMPROVEMENT SERVICES IN CONNECTION WITH THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Rebuilding Together Broward County Agreement, R-2019-CRA- Rebuilding Together Broward Agreement for Home Repair-Improvement for At Home Dania Beach Program

To: Chair, Vice Chair and Board of Directors

From: Rickelle Williams, Executive Director

Date: December 12, 2019

Re: **Rebuilding Together Broward County, Inc. Agreement for Residential Beautification Program**

Redevelopment Goals (p. 3 – Adopted CRA Plan 2015)

1. To Enhance and Reinforce the CRA Sub Areas
2. To Eliminate Substandard Housing and Provide Affordable Housing Alternatives

Community Redevelopment Programs (p. 83-84 – Adopted CRA Plan 2015)

Residential Reinvestment Programs and Residential Rehabilitation
Homeowner Reinvestment Grant

CRA Plan: Policy Guidelines (p.23-24 – Adopted CRA Plan 2015)

- 1: The CRA Shall work together with the City and all of its departments towards the shared goals of improving the quality of life for all citizens, businesses, and property owners in the redevelopment area.
- 19: The CRA shall undertake annual continuous improvement programs and other activities that are designed to prevent the recurrence and spread of negative conditions.

Background

In order to address slum and blight in the residential areas of the Community Redevelopment Area, the Dania Beach CRA Board authorized the At Home Dania Beach Residential Revitalization Program at the June 12, 2018 CRA Board meeting. The At Home Dania Beach Program features several initiatives including affordable housing development, a first-time homebuyer program, and a residential beautification program. The CRA Board adopted Resolution No. 2019-CRA-019 on September 12, 2019, approving the FY 2019-2020 Budget inclusive of Eighty Thousand Dollars (\$80,000.00) allocated to support the Residential Beautification Program.

Rebuilding Together Broward County, Inc. has displayed a commitment to the CRA and the City of Dania Beach by leveraging resources and partnerships to conduct several Community Block Days and has facilitated additional residential and non-residential improvement projects beyond the scope of its previous Agreement to provide beautification and landscaping for forty-five (45) eligible homes in the Community Redevelopment Area.

Current Situation

Recognizing the ability of non-profit corporations to leverage resources with volunteer and financial support from the private sector, the CRA seeks to engage Rebuilding Together Broward County, Inc. to provide residential beautification consisting of exterior painting and landscaping. The CRA's investment will facilitate residential beautification for forty-five (45) eligible homes with this partnership. In addition to exterior painting and landscaping, Rebuilding Together Broward County, Inc. will, as needed and as their resources allow, perform additional improvements and safety upgrades including completing deferred health and safety maintenance home repairs, minor exterior energy efficiency upgrades, or accessibility modification, at no cost to the homeowners.

The beautification projects will be spread across the residential areas of the CRA district and be implemented in clusters for greater impact. Together with the CRA and the City of Dania Beach Code Enforcement Division, Rebuilding Together Broward County, Inc. will identify and evaluate properties in need of exterior beautification. Rebuilding Together Broward County, Inc. will also verify household income to ensure adherence to program requirements.

Fiscal Impact

The proposed agreement has a fiscal impact of Eighty Thousand Dollars (\$80,000.00) and has already been allocated by the CRA Board with the adoption of the Fiscal Year 2019-2020 Budget via Resolution No. 2019-CRA-019.

Recommendation

Approve resolution authorizing an agreement with Rebuilding Together Broward County, Inc.

RESOLUTION NO. 2019-CRA-025

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH REBUILDING TOGETHER BROWARD COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION, TO PROVIDE HOME REPAIR AND IMPROVEMENT SERVICES IN CONNECTION WITH THE AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION PROGRAM IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the June 12, 2018 CRA Board Meeting, the CRA Board authorized the At Home Dania Beach Residential Revitalization Program including affordable housing development, a first-time homebuyer program, and residential beautification in order to address slum and blight in the residential areas of the Community Redevelopment Area; and

WHEREAS, at the February 12, 2019 CRA Board meeting, the CRA Board authorized Resolution No. 2019-CRA-001 approving an Agreement with Rebuilding Together Broward County, Inc. to provide services such as residential beautification and minor home repairs for forty-five (45) eligible homes in the Community Redevelopment Area; and

WHEREAS, Rebuilding Together Broward County, Inc. has successfully provided the services under the previous agreement, which terminated on November 30, 2019; and

WHEREAS, the CRA Board adopted Resolution No. 2019-CRA-019 on September 12, 2019, approving the FY 2019-2020 Budget inclusive of Eighty Thousand Dollars (\$80,000.00) of funding allocated to support the Residential Beautification Program; and

WHEREAS, Rebuilding Together Broward County, Inc. has displayed a commitment to the City of Dania Beach by leveraging resources and partnerships to conduct several Community Block Days in the City of Dania Beach and it facilitates additional residential and non-residential improvement projects beyond the scope of its Agreement to provide beautification and landscaping for forty-five (45) eligible homes in the Community Redevelopment Area at no charge to homeowners; and

WHEREAS, the CRA staff deems it in the best interests of the CRA to retain Rebuilding Together Broward County, Inc. to provide services to the CRA and recommends approval of this Resolution; and

WHEREAS, the CRA desires to enter into a new Agreement with Rebuilding Together Broward County, Inc. to provide services such as exterior residential beautification and landscaping for forty-five (45) eligible homes in the Community Redevelopment Area; and

WHEREAS, a copy of the new Agreement is attached as Exhibit “A”, and is made part of and incorporated into this Resolution by this reference;

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

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

Section 2. That the CRA Board authorizes an Agreement to be executed with Rebuilding Together Broward County, Inc., a copy of which is attached as Exhibit “A”, and is made part of and incorporated into this Resolution by this reference; provided, however that no agreement will be effective unless and until it has been executed by all parties.

Section 3. That the CRA Board authorizes services by Rebuilding Together Broward County, Inc. in an amount not to exceed Eighty Thousand Dollars (\$80,000.00) which is above the annual Twenty Five Thousand Dollar (\$25,000.00) per vendor threshold.

Section 4. That funding for this purchase is available and appropriated in the FY 2019-2020 Budget Account No. 106-52-08-552-31-10.

Section 5. That the Executive Director and CRA Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and proper for the best interest of the CRA.

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 December 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

LORI LEWELLEN
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT BETWEEN DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY AND REBUILDING TOGETHER BROWARD COUNTY, INC.

This is an Agreement (the "Agreement") entered into on _____, 2019 by and between the Dania Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (the "CRA") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Rebuilding Together Broward County, Inc., a Florida Not For Profit Corporation (the "Contractor"), with a mailing address of 4836 NE 12th Avenue, Oakland Park, Florida, to perform minor exterior home improvements, safety upgrades, and beautification for forty-five (45) residential properties in the City of Dania Beach, Florida (the "City"), in connection with the CRA's "At Home Dania Beach Residential Beautification Program" (the "Program"). The City of Dania Beach, Florida (the "City") is not a party to this Agreement, but the parties agree that it has certain rights as expressed in this Agreement and that it is intended to be a third party beneficiary of the covenants in this Agreement.

WHEREAS, the CRA Board adopted the At Home Dania Beach Residential Revitalization Program on June 12, 2018; and

WHEREAS, the At Home Dania Beach Residential Revitalization Program includes beautification for residential properties in the Community Redevelopment Area; and

WHEREAS, the CRA Board adopted Resolution No. 2019-CRA-019 on September 12, 2019, approving the FY 2019-2020 Budget with funding to support the Program; and

In consideration of the mutual covenants, terms and conditions contained in the Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. Scope of Services/Deliverables.

The Contractor shall provide services for the Program as described in and attached as Exhibit "A" which is made a part of and incorporated into this Agreement by this reference. Services offered to individuals participating in the Program are not an entitlement and participants cannot be guaranteed services beyond the funding related to the provision of the services to otherwise eligible individuals.

2. Term/Commencement Date.

This Agreement shall commence on the date of execution, and remain in effect through August 31, 2020, unless earlier terminated in accordance with Paragraph 8.

3. Compensation and Payment.

3.1 The Contractor shall be compensated a total of Eighty Thousand Dollars (\$80,000.00) for the "Program" payable in increments based on completion of tasks listed in Exhibit "A".

3.2 The Contractor shall invoice the CRA for two equal payments of \$40,000.00 (Forty Thousand Dollars) each. The first invoice shall be submitted after twenty-five (25) residential properties have been identified, evaluated for eligibility, and a list of these properties are submitted to the CRA. The second and final invoice shall be submitted within two (2) weeks following the date of completion of the forty-fifth and final beautification project along with submission to the CRA of all project records, files, photographs and application documents.

3.3 The CRA shall pay Contractor in accordance with the Florida Prompt Payment Act.

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

4. Subcontractors.

4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Program.

4.2 Any subcontractors used on the Program must have the prior written approval of the CRA Executive Director.

5. CRA's Responsibilities

The CRA will:

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

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

5.3 CRA will provide for services including but not limited to police services, garbage pickup including bulk pickup, for the purpose of providing exterior improvements and repairs.

5.4 CRA will secure a central location within the selected neighborhood(s), at no cost to Contractor, which is to be utilized as a staging area for at least one Community Block Day, and will be used as the event day headquarters on a date to be determined and agreed upon by the CRA and the Contractor. The

location will be used for general set-up and staging, media, mobilization, volunteer coordination and breakfast/lunch distribution.

6. Contractor's Responsibilities

- 6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Program as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Program, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Program, upon written notification from the CRA Executive Director, the Contractor shall at Contractor's sole expense, immediately correct the work.
- 6.2 The residential properties selected for repairs will reflect clusters of homes spread across all CRA neighborhoods. CRA will have final approval of all homes and households that will participate in the Program.
- 6.3 Contractor shall inspect all residential properties prior to acceptance into the Program to determine fitness and suitability of the property to receive the improvements offered through the Program.
- 6.4 Contractor shall verify homeownership and the income qualification of any household receiving a Beautification grant to ensure consistency with program requirements.
- 6.5 Contractor shall coordinate with the City's Building Division for any required permit applications, permits issued and inspections performed.
- 6.6 Contractor shall ensure that all work being done and needing permits will be done so by Contractors licensed in Broward County or the State of Florida, have a valid certificate of competency from a local governmental authority, or both.

7. Conflict of Interest.

To avoid any conflict of interest or any appearance of a conflict, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with regard to any issues adversarial to the CRA or City. For the purposes of this section "adversarial" shall mean any development application where CRA or City staff is recommending denial or denied the application, administrative appeal or court action in which the CRA or City is a party.

8. Termination.

- 8.1 The CRA Executive Director may terminate this Agreement upon thirty (30) days' written notice to the Contractor, or immediately with cause. Contractor may terminate this Agreement with thirty (30) days' written notice to the CRA.
- 8.2 The Agreement may be terminated for convenience by CRA upon thirty (30) days' advance written notice to the Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees or payments.
- 8.3 Upon receipt of the CRA's written notice of termination, Contractor shall stop work on the Program unless directed otherwise by the CRA Executive Director.
- 8.4 In the event of termination by the CRA, the Contractor shall be paid for all work accepted by the CRA Executive Director up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.5.
- 8.5 The Contractor shall transfer all books, records, reports, working drafts, designs, documents, maps, and data pertaining to the Program to the CRA, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

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

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

- 9.1 Certificates of Insurance must be delivered to the Risk Manager of the City. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. If coverage is not provided, then Contractor is responsible for prompt notice to the CRA Executive Director and the City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.
- 9.2 Coverages shall be in force while all services required to be performed under the terms of this Agreement are being performed. In the event insurance certificates provided to the CRA and the City indicate that the insurance shall terminate and lapse during the contract period, then in that event, the Contractor shall immediately furnish a renewed Certificate of Insurance as proof that equal and like coverages for the period of the Agreement, is in effect. The Contractor and any subcontractor of the Contractor shall not perform or continue any services pursuant to the agreement, unless all coverages remain in full force and effect. Any delay in the services caused by a lapse in coverage shall be non-excusable, shall not be grounds for an extension, and will be subject to any other applicable provisions described in this agreement, concerning Contractor or any subcontractor's delay.

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

- The CRA and the City of Dania Beach are to be added as "Additional Insureds";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.

- 9.4 Insurance Requirements. The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or

omissions in these insurance requirements. Contractor shall be responsible for any deductible or self-insured amounts.

- 9.4.1. General Liability Insurance to include bodily injury, broad form property damage, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability.

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

- The CRA and the City of Dania Beach, Florida are to be added as Additional Named Insureds;
- Additional named insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the CRA and City;
- Copy of Additional Named Insured Endorsement or other endorsements may be attached to the Certificate.

- 9.4.2 Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor and its employees, as well as any subcontractor.

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

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

10. Nondiscrimination.

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

11. Indemnification.

11.1 Contractor shall defend, indemnify, and hold harmless the CRA and City, and their respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the CRA and City for all expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

11.2 The provisions of this section shall survive termination of this Agreement.

12. Notices/Authorized Representatives.

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

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

For the Contractor: Robin Martin, Executive Director
Rebuilding Together Broward County, Inc.
4836 NE 12th Avenue
Oakland Park, FL 33334

13. Governing Law.

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

14. Attorney Fees and Waiver of Jury Trial.

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

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing services to the CRA under this Agreement shall be the property of the CRA.

- 16.2 The CRA Executive Director or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- 16.3 The CRA may cancel this Agreement for refusal by the Contractor to allow access by the CRA Executive Director or her designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 All submissions become the property of the CRA and will not be returned to the Contractor. The CRA will hold all submissions in confidence unless otherwise required by law. The Contractor understands that the CRA is a “public body” as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2)(a), and the related provisions of the Florida Public Records Law.
- 16.5 Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under the Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the CRA.
- 16.6 Upon request from the CRA custodian of public records, Contractor shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.7 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the CRA.
- 16.8 Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Contractor shall be delivered by the Contractor to the CRA Executive Director, at no cost to the CRA, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the CRA in a format that is compatible with the CRA’s information technology systems. Once the public records have been delivered upon completion or

termination of the contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- 16.9 Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.
- 16.10 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the CRA.

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

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

Custodian of Records: THOMAS SCHNEIDER, CRA CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone number: 954-924-9800, Ext. 3623
Email: tschneider@daniabeachfl.gov

17. Nonassignability, Sub-contractors

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

18. Severability

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

19. Independent Contractor

The Contractor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the CRA with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws

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

21. Waiver

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

22. Survival of Provisions

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

23. Prohibition of Contingency Fees.

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

24. Counterparts

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

25. Extent of Agreement

This Agreement represents the entire and integrated agreement between the CRA and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

26. Conflict

In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

27. Binding Authority

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

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

THOMAS SCHNEIDER, CMC
CRA BOARD SECRETARY

LORI LEWELLEN
CRA BOARD CHAIR

Date: _____

APPROVED FOR LEGAL FORM AND
CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

WITNESSES:

CONTRACTOR:

**Rebuilding Together Broward County, Inc., a
Florida Corporation**

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Date

PRINT Name

STATE OF FLORIDA

COUNTY OF _____

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

My commission expires:

NOTARY PUBLIC, State of Florida

Exhibit “A”

Scope of Services

Professional Services Agreement between Dania Beach Community Redevelopment Agency and Rebuilding Together Broward, Inc.

Services

- A. Minor home repairs based on a 25-point Health and Safety Assessment performed by Rebuilding Together Broward County, Inc., to provide minor exterior home improvements and beautification valuing a maximum of \$5,000 per home for a minimum of forty-five (45) low to moderate income households to include elderly, veteran, and disabled homeowners residing within the Dania Beach CRA area. The properties selected for repairs will reflect clusters of homes spread across all CRA neighborhoods. Such improvements and safety upgrades will focus on painting and landscaping and may also include completing deferred health and safety maintenance home repairs, energy efficiency upgrades, or accessibility modification, at no cost to the homeowners.
- B. Community Block Day Rebuild Event: Rebuilding Together Broward County, Inc. shall coordinate volunteers and sponsors for a minimum of one (1) Block Rebuild Event. Volunteers will perform minor home repair services including, but not limited to, exterior painting, landscaping and general beautification activities within the Dania Beach CRA area. During the Community Block Rebuild Event, a minimum of four (4) of the total forty-five (45) homes will be completed.