

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
OCTOBER 12, 2021 at 5:30 PM
VIRTUAL MEETING AND PUBLIC COMMENTS PROCEDURE

The Dania Beach Community Redevelopment Agency (CRA) will be conducting a “Virtual” CRA Board meeting utilizing communications media technology (“CMT”), in accordance with Ordinance No. 2021-012, adopted February 9, 2021, and Resolution No. 2021-070, adopted May 11, 2021, related to conducting public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). The City Commission Chamber is closed to the public.

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions on how to attend and participate in virtual CRA Board meetings. Public access to this virtual meeting can be accomplished as follows:

- Watch Meeting on the City’s YouTube Channel at www.daniabeachfl.gov/2654/Watch-DaniaTV
- Watch Meeting on Comcast Cable Channel 78
- Join the Meeting virtually or by telephone using Zoom

Any member of the public wishing to comment publicly on any matter including on specific agenda items can do so by one of the following options:

Before 2:00 p.m. on the day of a meeting, comments can be submitted into the record using the following link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCRAMeeting> *(all public comments submitted will be provided to the CRA Board prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Participating in a public meeting using the video conference platform:

- Virtual attendance: Join Zoom via the browser and enter using the meeting ID; to be recognized during public comment, click “Raise my hand” in the software
- Telephone attendee: dial meeting phone number and enter meeting ID; to be recognized during public comment, dial *9 to raise your hand

For more information about this CRA Board meeting, please contact:

Thomas Schneider, City Clerk
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800 | tschneider@daniabeachfl.gov

NOTICE: This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-924-6800 ext. 3624, no later than two days prior to such proceeding. Anyone wishing to appeal any decision made by the Dania Beach City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.daniabeachfl.gov.

**Instructions for Participating and Viewing
Dania Beach CRA Board Virtual Meeting
October 12, 2021 at 5:30 PM**

Through the City's Website:

Please click the link below:

www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting.

Before 2:00 p.m. on the day of the meeting, submit Public Comments by clicking this link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCRAMeeting> *(all public comments submitted will be provided to the CRA Board prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Options for Viewing and Participating in the Meeting Using Zoom

Go to <https://zoom.us/> to access the meeting from your device

Use this meeting link to join as an attendee: <https://us02web.zoom.us/j/86898767204>

Using your telephone

One tap mobile :

US: +13126266799,,86898767204# or +19294362866,,86898767204#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 436 2866 or +1 301 715 8592 or +1 346 248 7799 or
+1 669 900 6833 or +1 253 215 8782

Webinar ID: 868 9876 7204

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If in Zoom, hover at the bottom middle of screen to see the raise hand option and click
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
VIRTUAL REGULAR MEETING
TUESDAY, OCTOBER 12, 2021 - 5:30 PM

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

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

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.

**DECORUM POLICY FOR MEETINGS OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA:**

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CRA BOARD AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CRA BOARD, MUST FIRST BE REGISTERED WITH THE CRA SECRETARY (CLERK) (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBER AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE CRA BOARD ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE CHAIR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE CRA BOARD FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CRA BOARD AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CRA STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE CHAIR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE CHAIR, BOARD MEMBER OR CRA STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE CRA BOARD AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE CHAIR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE CHAIR TO LEAVE THE COMMISSION CHAMBER; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE COMMISSION CHAMBER.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-CRA-006)

1. CALL TO ORDER/ROLL CALL

2. CITIZEN COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (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

4. PRESENTATIONS

5. CONSENT AGENDA

1. Minutes:
Approve Minutes of September 13, 2021 CRA Board Hybrid Meeting
Approve Minutes of September 28, 2021 CRA Board Hybrid Budget Workshop
2. Travel Requests: None
3. RESOLUTION NO. 2021-CRA-010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A ONE YEAR RENEWAL AGREEMENT WITH REAL TIME MARKETING GROUP, LLC, (RTMG) TO PROVIDE DIGITAL MARKETING SERVICES TO PROMOTE THE DANIA BEACH CRA DISTRICT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2021-CRA-011

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

5. RESOLUTION NO. 2021-CRA-012

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY EXPENDITURES AND LIABILITIES OF THE CRA FOR THE FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. PROPOSALS AND BIDS

7. DISCUSSION AND POSSIBLE ACTION

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS

10. ADJOURNMENT

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members
From: Michael Chen, Executive Director
Date: October 12, 2021
Re: **Administrative Report**

1. DANIA BEACH INNOVATION ECOSYSTEM

Background

An Innovation Ecosystem is complicated and has many different platforms to support entrepreneurs and early-stage ventures. The specific components that may be appropriate for any given ecosystem will vary, but will generally include:

- Education
- Location & Events
- Mentorship
- Incubation & Acceleration
- Funding
- Talent



Update

The Dania Beach Business Academy is proud to announce the upcoming program series: “ESSENTIAL TOOLS FOR BUSINESS SUCCESS.” Each course will be held 6pm – 8pm on the posted dates.

- Oct 21: Maximize Your Customer Relationships - How CRM Systems Help Your Business Make More Money With Less Resources
- Oct 28: Your Business Is Great – Tell Your Story With Video
- Nov 4: Build Your Website With PUNCH
- Nov 11: Unleash The Power Of Google Tools

2. DANIA AFTER DARK

Background: At the September CRA Meeting an update on the RFP for production services for the Dania After Dark (DAD) event was provided. The RFP closed on August 30, 2021, and we received one response from Atlantic Studios, Inc. (Atlantic). Atlantic was the firm that

provided the CRA production services to host the DAD events since the start of the program (2018).

Atlantic proposed to perform the production services for Nine Thousand, Eight Hundred Dollars (\$9,800) for each event, or a total amount not to exceed One Hundred, Seventeen Thousand, Six Hundred Dollars (\$117,600.00). Under their previous contract, Atlantic performed these services for Five Thousand, Eight Hundred Dollars (\$5,800) per event, or a total amount not to exceed Sixty-Nine Thousand, Six Hundred Dollars (\$69,600).

The Board approved the Agreement with Atlantic with the direction for staff to negotiate better terms and conditions, including the exploration of revising the event schedule to bi-monthly.

Update: Having been released from the “code of silence” during the RFP, I had a detailed discussion with Atlantic. The previous per event fee of \$5,800 was based on an estimate by Atlantic of how much it would cost to start the DAD event five years ago. A contract was executed with Atlantic and the DAD event was started.

A substantial portion of the event fee is “pass-thru” costs, e.g., stage, entertainment, seating, generators, security, permits, etc. It was soon determined that the \$5,800 per event fee was not sufficient to manage the event. The CRA agreed to cover some of the costs and take over some of the responsibilities, rather than to amend the per event cost of the contract. With the CRA assumption of cost and responsibilities, the actual cost per event was more likely \$6,800 per event. The original \$5,800 per event cost was held constant through the contract renewals, without consideration of rising costs over time. Atlantic’s response to the 2021 CRA RFP of \$9,800 per event includes all costs, as determined by actual expenses and adjustment for rising costs.

As a result of our negotiations, we reached a revised agreement with Atlantic, with the following summary terms:

- DAD will be held on the 2nd Saturday of each month, except for December. The 2nd Saturday of December is Winterfest and the DAD attendance suffers from the conflict, so DAD will be held on the 1st Saturday in December. The December theme will be “Dania Beach Welcomes the Holidays” and it will be coordinated with the City’s holiday activities. A bi-monthly schedule was explored and rejected - per event costs would go up and attendance would go down.
- Atlantic will provide a main tent (20’ x 50’) at each event to mitigate the impact of unexpected rain. Atlantic will set up the tent, hang lights, and provide seating at its expense. The CRA will pay for any required permit.
- The cost of security has been approximately 30% of total event costs. BSO has required a security team of 5 officers for DAD events. In similar events that Atlantic manages across Broward County, the local police only require 2 officers. With the assistance of Manager Garcia, and the cooperation of Captain Marks and Lieutenant

Tarala, it was agreed that BSO will provide security for DAD events with 3 officers, reducing security cost by almost half.

- The agreement allows for three annual renewals. We agreed to a two percent (2%) cost increase for each renewal we exercise – t our discretion.
- Atlantic will provide the production services for Eight Thousand Dollars (\$8,000) for each event, or a total amount not to exceed Ninety-Six Thousand Dollars (\$96,000.00). This cost includes the main event tent, promotion, and all event management costs, except for the permit cost for the main event tent.

3. NEW BUSINESS OPENINGS / EVENTS

The CRA is working with the following businesses to hold a Brand Opening event:

- The earlier reported Grand Opening of Sprouts Organic Market has been postponed to November 10, 2021, as per Daniel McGlinchey the Sprouts Chief Format Officer at Sprouts Corporate in AZ. Ideally the Opening will happen before the Thanksgiving holiday. If anyone would like to know more about Sprouts, they can go to www.Sprouts.com or download the app from the App store.
- We've been having on going meetings with the Kimco/Dania Pointe management and marketing team. Our CRA / City will be working on Events and Special Promotions throughout the upcoming holiday season. At our meeting we discussed health and wellness events in addition to tree lighting and events for kids that will have real snow making for the kids. In the future we'll be having a 4K walk , run, roll event and a passport offering for coupons in participating stores. Maynel Alvarez-Requejo, Director of Marketing at Dania Pointe and our team will coordinate upcoming grand openings and we'll communicate and promote those events as they are scheduled.
- The Broward County Fire Fighters Union, Chief Sergio Pellecer, the CRA, and the City will help promote the Annual Toy Drive at Dania Pointe ON November 27 and 28, 2021 at Dania Pointe in the parking lot next to Five Below. This is an annual event and this year we're hoping for a better turnout. Attendance at last year's event was limited because of Covid-19. Everyone's donations and support are encouraged.
- On September 23, 2021, our CRA participated and assisted with the Ribbon Cutting and Grand Opening at 7/11 Gas Plaza / Laredo Taco at 800 Stirling Road. Along with the 7/11 opening team, Y-100, Monster Energy Drink, and several others. The event was hugely successful. The estimated economic impact from just this one location is \$2 million for food sales and an estimated \$2.5 million in gas and store sales. Overall economic estimated impact at \$4.5 million dollars from that one location.

- On September 14 the CRA participated in a ribbon cutting at the AC Hotel by Marriott at Dania Pointe with their opening team, hotel owners, local dignitaries, commissioners, and Mayor. On September 29 ,2021, we participated in the grand opening at the Marriott Hotel at Dania Pointe. Once again, the local dignitaries, tourism officials, and representatives from Marriott Hotels Corporate Office participated. The Marriott Fort Lauderdale Airport hotel at Dania Pointe will bring world-class services, beautifully designed accommodations with breathtaking views, modern open spaces, restaurants, and flexible meeting rooms to accommodate small, medium, and large size events. According to the hotel's operations manager, the Economic impact of the two hotels together is projected to be \$30 million dollars over the next year.

4. THE PATCH

Growers Meet Up:

The CRA, PATCH, and USDA Consultants hosted a Growers Meet Up on Wednesday September 29th. 2021, which also marked the last day of the USDA Farmer's Market and Local Food Promotions Program Grant (FMLFPP) Grant. The Grower's Meetup was a convening of local food industry stakeholders - community garden leaders, food entrepreneurs, new growers, retailers, distributors, food justice and equity nonprofit leaders, educators, and government representatives. It was designed to facilitate connections, to share solutions, resources, resilience strategies, partnerships and growth opportunities.

The CRA Operations Manager welcomed twenty (20) participants onsite at the PATCH thanking them for their partnership and support of the CRA's efforts to enhance sustainability within the community. PATCH Farm Coordinators conducted tours for guests and led Q&A for first time visitors.

Guest speaker of the day was Arely Lozano Cantu Senior Program Manager, Health and Community Development for the Urban Health Partnerships, Inc. She highlighted the need for collaboration to help foster growth and attract funding opportunities for neighborhood farms and community gardens like the PATCH.

PATCH Consultants discussed the continuation of their work through the UHP grant agreement which connects the PATCH to the South Broward Community Health Hub.

The event followed COVID-19 protocols as all were temperature-checked before entering the PATCH, outdoor seating was 6 feet apart. Refreshments were also individually packaged and served.

Launch of PATCH CSA pilot program (PATCH in a Box)

The online sales platform has been updated to facilitate the new PATCH Community Supported Agriculture (CSA) pilot program for the 21-22 growing season. The CSA is a membership program which is called PATCH in a Box.

Participating member would purchase a subscription for a box of fresh produce that they would pick up every two weeks during the high growth season from November 2021 to April 2022. SNAP/EBT cardholders would also be able to join the program and receive 50% off their purchase. A promotional flyer and description of how the CSA program works are attached to this report.

Vertical Hydroponic Gardening:

We have assembled a team to initiate a pilot program to research and document the productivity of using shipping containers, adapted to vertical hydroponic growing environments. The objective of the pilot program will be to determine if these adaptive reuse containers are viable solutions to urban food deserts across the country. Currently our pilot team will be the PATCH, the CRA, and YES WE ARE MAD. We are reaching out to FIU Agriculture School and University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) to join our team.

Jaime Castro, consultant for the PATCH, has found a new grant program from the Florida Department of Agriculture and Consumer Services. The Program Objectives are:

- Objective 1: Establish a long-term grant program to provide more communities cleaner air and a stable, affordable, and secure source of fresh produce.
- Objective 2: Identify ways to grow fresh produce locally in urban and community farms for the benefit of those experiencing food insecurity.
- Objective 3: Reduces energy costs of food production growing
- Objective 4: Provide incentives for community involvement in reducing CO2 and the production of nutritious food.
- Objective 5: Promote CO2 sequestration in the most heavily populated areas including urban areas and the most densely populated and heavily traveled areas of medium to small-sized cities and towns by growing food where it is consumed

Our grant application was hand delivered to the Florida Department of Agriculture and Consumer Services on time. We are awaiting notice of the grant awards.



1201 West Dania Beach Blvd.
Dania Beach, FL. 33004

GROWERS MEET-UP

WEDNESDAY, SEPTEMBER 29, 2021
11:00-1:00 PM

Join local farmers, retailers processors, planners,
and food system operators and share:

- **Grower Solutions & Collaborations**
- **Partnership & Funding Opportunities**
- **Resilience Strategies**

To help us all improve our local Food systems

Guest Speaker: Arely Lozano Cantú



SOUTH BROWARD
**Community
Health Hub**



The
**Frederick A. DeLuca
Foundation**



UHP
Urban Health Partnerships





Growers Meet Up



PEOPLE'S ACCESS TO COMMUNITY HORTICULTURE

www.ThePatchGarden.com

DANIA BEACH
PATCH

**Bi-Weekly
Veggies**



**PATCH
Pick-up**

PATCH-In- The-Box CSA

***November 20, 2021 to
April 16, 2022***

Local

**Saturday
Pick-up
9-1 PM**

***Only
\$275***

Sign-up Now!
www.thepatchgarden.com



PATCH in a BOX is our version of a CSA (Community Supported Agriculture)

Pickup dates:	November 20
	December 4/18
	January 8/22
	February 5/19
	March 5/19
	April 2/16

Registration: 40.00 includes bag and a few PATCH treats.

Season Cost: 275.00 (25.00 per pick-up)

Intro: 2 shares 60.00 Balance if joining: 225.00

EBT/SNAP members: Optional registration, cannot pay with Card. EBT/SNAP members pay for month at first pick-up of each month.

Minimum: 10 registered/paid to begin program

Maximum: TBD

What you receive: minimum 8 varieties of freshly grown PATCH and locally grown produce. Seasonal produce includes varieties of peppers, tomatoes, onions, and beans. Broccoli, cauliflower and cabbage. Green include varieties of lettuce, arugula, spinach, mustard greens, collards and bok choi varieties. White and sweet potatoes. Herbs include rosemary, lemongrass, basil, thyme, mint and more.

Expect 8-10 varieties with each share. Produce will be PATCH grown or PATCH select (produce from small local growers)

You might also be offered extra produce sourced locally from PATCH approved growers. These items will be considered add-ons and you will be charged at purchase.

- Provide fresh, affordable locally grown produce to PATCH in the BOX members
- Help us in production schedules
- The PATCH Team will provide recipes
- Payment is made when joining the CSA.
- Commitment is for entire season. No refunds

Please let us know if interested. We will send registration and bill when 10 people register. Registration closes on November 1, 2021.

Dania Beach PATCH 1201 W. Dania Beach Blvd., Dania Beach, FL 33004

Grow your own food!



Ask us how!



Professional Growers to help you grow your own food at home.



Seeds and Seedlings for Sale:

Seeds: 2.00 and up depending on type/quantity

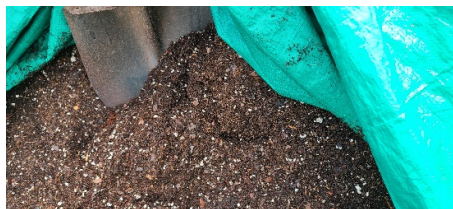
Seedlings: 3.00 and up depending on size

Variety changes weekly, email for updates!



Gro-Bags

5 gallon	6.00	13.00 w/soil
7 gallon	7.00	16.00 w/soil



Soil

5 gallon	4.50
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Fertilizer

1.5 pound	3.50
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Click below for South Florida Planting Guide:

<https://gardeningsolutions.ifas.ufl.edu/.../vegetable...>

Click below for a Fruit and Vegetable washing guide:

<https://www.cdc.gov/foodsafety/pdfs/fruit-veggie-safety-H.pdf>

**Join us for Garden Tour, Composting Tips/Programs & Register for
our Community Garden and PATCH IN THE BOX CSA!**



MINUTES OF HYBRID MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
MONDAY, SEPTEMBER 13, 2021 – 5:30 P.M.

1. Call to Order/Roll Call

Chair James called the meeting to order at 5:44 p.m.

Present:

Chair:	Tamara James
Vice-Chair:	Marco A. Salvino, Sr.
Board Members:	Joyce L. Davis
	Lori Lewellen
	Lauren Odman
Executive Director:	K. Michael Chen
City Attorney:	Thomas Ansbro
CRA Secretary:	Thomas Schneider

2. Citizen Comments

Alexis Guillen, 4410 SW 26th Avenue, commented on the dire need for more low-income housing in the City.

Tremena Blake, 29 NW 4th Avenue, spoke about the house she was awarded at 40 NW 14th Avenue in April and the issue she is having with closing since there is a current lien on the property that the title company and City/CRA have been unable to resolve.

Chair James asked Director Chen and City Attorney Ansbro to help her understand this because she has been following the situation and it is unresolved as to what we are doing.

City Attorney Ansbro noted that Tim Ryan has been trying to prove to the title company that the lien is invalid. They insist it is valid and we are at loggerheads about it, and we are trying to break the disagreement.

Chair James asked if we could pay the lien and then get our money back.

City Attorney Ansbro said it is not likely we would get the money back; negotiating settlement of the lien is pending. We could perhaps work with Mr. Ryan to put the money in escrow and dispute it later and let Ms. Blake close; this is an option that may work, and we will go for that tomorrow.

The Board had no issues with moving forward as City Attorney Ansbro described.

3. Administrative Reports

3.1 Administrative Report

Director Chen reviewed the information included in the agenda packet, consisting of updates on the Dania Beach Innovation Ecosystem and the Dania Beach Business Academy, new business openings, business staffing challenges, strategic communications and social media outreach, and the PATCH, including the “crop-king” growing system and the vertical hydroponic gardening pilot program. He noted he would like the Board to schedule a workshop to discuss the proposed CRA budget and then hold a short meeting on September 28th prior to the City Commission meeting to approve the budget.

Chair James noted there is not enough time to schedule a workshop prior to September 28th and questioned the effect on the City budget by waiting to approve the CRA budget afterwards.

Frank DiPaolo, Director of Finance, explained the City could adjust its budget through a budget amendment in October if necessary.

After a brief discussion, the Board agreed to hold a budget workshop at 5:00 p.m. on September 28, 2021.

4. Presentations

There were no presentations on the agenda.

5. Consent Agenda

5.1 Minutes:

Approve Minutes of August 24, 2021 CRA Board Virtual Meeting

5.2 Travel Requests: None

Board Member Lewellen motioned to approve the Consent Agenda; seconded by Vice-Chair Salvino. The motion carried unanimously.

6. Proposals and Bids

6.1 RESOLUTION #2021-CRA-009

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSAL (“RFP”) NO. CRA-21-014, TO ATLANTIC STUDIOS, INC. TO PROVIDE PRODUCTION AND MANAGEMENT SERVICES RELATED TO THE “DANIA AFTER DARK” EVENTS; AUTHORIZING THE PROPER CRA OFFICIALS TO ENTER INTO AN AGREEMENT IN AN AMOUNT NOT TO EXCEED ONE

HUNDRED SEVENTEEN THOUSAND SIX HUNDRED DOLLARS (\$117,600.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2021-CRA-009.

Discussion ensued regarding concerns with a negotiated contract amount.

Director Chen addressed the contract and negotiating an amount with the firm.

City Attorney Ansbro advised the amount in the resolution is a not-to-exceed amount.

Board Member Lewellen motioned to adopt Resolution #2021-CRA-009; seconded by Vice-Chair Salvino. The motion carried unanimously.

7. Discussion and Possible Action

7.1 At Home Dania Beach

Director Chen reviewed the information included in the agenda packet.

Chair James said she is unsure where the numbers are coming from; perhaps we should table this item.

Board Member Lewellen noted if we are selling the properties, she believes we can put a deed restriction on them. Her question is if that money is coming back to the CRA whether we must limit it to \$10,000 or could we increase it.

Director Chen explained the Board could set the parameters of the incentive to whatever they like; previously it was set at a \$20,000 down payment for a family of four which was based on the standard.

Vice-Chair Salvino said if we sell the lot and we get \$11 per square foot, we are talking about \$66,000. There are a lot of developers out there that could build.

Chairs James explained the reason we did not do it in the past.

Vice-Chair Salvino noted we are not giving the lot away; our goal here is to also put a restriction on the properties. Some of the prices are dropping, but he still thinks we can do this.

Chair James said she is liking what she is hearing. The last time, we raised \$120,000 in sponsorships to be able to give for the down payment assistance. She suggested having a workshop on this and we will have a lot more information in front of us. She asked the Board if they were okay with postponing this until after holding a workshop after the budget process is complete.

The Board agreed.

7.2 Commercial Improvement Grant

Director Chen reviewed the information included in the agenda packet and noted he drafted the program with the considerations provided by the Board.

Chair James questioned why we are not allowing non-profits to apply for this grant.

Director Chen commented in reality, this is a commercial façade grant to improve the curb appeal of commercial corridors and to refresh the businesses. That is more of an important element to the business in terms of normal retail and restaurant property and does not apply to non-profits attracting their clientele. He added it is not appropriate to use City tax dollars to support faith-based organizations.

Vice-Chair Salvino motioned to approve the revised Commercial Facade Grant Program; seconded by Board Member Davis. The motion carried 4-0 on a voice vote with Board Member Lewellen abstaining because she is a business owner in the CRA.

8. Board Member Comments

Vice-Chair Salvino said to help with the progress of the housing program, he would like to check around for some construction prices to gather more information because he feels it is time we develop the properties.

9. Information Items

There were no items on the agenda.

10. Adjournment

Chair James adjourned the meeting at 6:51 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIR – CRA

MINUTES OF HYBRID BUDGET WORKSHOP
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, SEPTEMBER 28, 2021 – 5:00 P.M.

1. Call to Order/Roll Call

Chair James called the meeting to order at 5:00 p.m.

Present:

Chair:	Tamara James
Vice-Chair:	Marco A. Salvino, Sr.
Board Members:	Joyce L. Davis
	Lori Lewellen
	Lauren Odman
Executive Director:	K. Michael Chen
City Attorney:	Thomas Ansbro
CRA Secretary:	Thomas Schneider

2. Items for Discussion

2.1 FY2021-22 CRA Budget

Director Chen gave a brief introduction and reviewed the information included in the agenda packet.

Chair James said typically when we have a CRA budget, the Board is asked what projects and programs that they want to do; this hasn't really happened. Whatever ideas may arise, there is limited time. She saw that the City's cost allocation, which went up significantly, is close to \$90,000.

Frank DiPaolo, Director of Finance, explained when we prepared the cost allocations, we looked at all departments and funds. It is a new approach this year because we created three new service funds. When they were created, we had to allocate from each individual department. We looked at vehicles, who drives them, and insurance, and when we looked at buildings and at the IT Department, we looked at the number of people being supported. The CRA, as well as all other departments, were adjusted. He noted funds will fluctuate from year to year as do one-time expenditures. At the end of the fiscal year, we look at the actual expenditures that occurred and make sure they are allocated appropriately.

Chair James asked about the total allocated funds and said IT was not here last year.

Finance Director DiPaolo responded IT was part of the City, a department.

Chair James said it is over \$90,000. Her issue is, the CRA receives roughly the same amount each year and we have not increased it, yet the CRA's allocation to the City has increased.

Finance Director DiPaolo explained there was also an increase in costs of staff and the allocation will increase over time. A position was also added to the IT Department, and we need to have the ability to replace equipment.

Chair James asked what Director Chen thought of the increases in costs, yet no increase in revenues. The CRA is being charged more for services; she does not understand how the CRA is to sustain without an increase in the allocation to the CRA.

Director Chen noted we want to continue the work the CRA has been doing in the community, which is beneficial and successful for the community. There is an additional component added, that is, to be significantly more active in business support in the community; economic development and the business support program. The problem is, at this point, many of the programs are starting to get sustainability, but most of them do not yet have enough definition to create a budget for them. At this point, the business academy will probably be \$10-15,000. We did put funding in some line items where we know there will be expenditures. He is going to be working with Finance Director DiPaolo to work with purchasing orders.

Chair James asked if Director Chen knows what the Board's priorities are with what they wanted to include in this budget. She has never had a budget meeting with him, although she has requested it, to see what she wants and what the community wants. It is difficult to fight for the budget when we are at September 28th. She questioned why it is that the City's allocation has gone up which leaves less money for programming. If it continues, there will be less and less for the CRA to operate on. Director Chen is not showing that we need a different amount.

Board Member Odman referenced the resolution for the TIF for the CRA and noted we were trying to avoid short-changing the CRA.

Director Chen said that discussion was approved as a resolution that the City would provide CRA funding equivalent to if there had been a TIF.

Board Member Odman noted in past years, there was not enough in the budget and the conversation was re-ignited. She does not know what happened to that conversation. It seems important; otherwise, year after year, we will have a problem with the budget for the CRA.

Director Chen said it would probably serve us all well if there could be a joint CRA/City discussion on how that resolution could be implemented.

Board Member Odman commented that is fine; she believes there were people who did not want to do it that way.

Board Member Lewellen said we had also talked about doing strategic planning for the CRA. Perhaps before we take on new projects for the CRA, we have a strategic plan put in place. This

would be the most logical and we would know what we should be focusing on. She felt the workshop should be for strategic planning.

Chair James commented she has programs she wants to have implemented in this budget. She is all for the strategic planning knowing that next year these are things we are going to prioritize. She has things for this year she wants prioritize.

Board Member Lewellen noted people have brought up projects during the year and not waited until a workshop. She does not see allocating money for programs that we have no direction for ahead of time.

Finance Director DiPaolo said throughout the year, a mid-year budget amendment could be made by the City for additional funding for the CRA.

Chair James asked for update on the Smith Store project.

Director Chen said the last piece was that the drawings and plan were submitted to Broward County for their review; they have not responded back yet. He is going to discuss with Broward County in terms of the need for a revised approach to the Smith properties. Originally, the CRA was going to put out an RFP for a construction firm; we have the drawings. We should put this out for workforce housing and the drawings should be made available to the firm.

Chair James asked if we could maintain control using restrictions even though we would not be involved in the design phase.

Director Chen responded the RFP can include covenants that we would put on the land for its transfer; whether it is workforce or affordable, there are any number of restrictions we could put on the deed as covenants.

Chair James asked when he last talked to the County.

Director Chen said it was about four weeks ago.

Chair James commented she would really like to see movement on this. It was supposed to be built a long time ago and it deserves more prioritization.

Director Chen said the construction drawings did not arrive to us until July of this year; we were waiting for the architect to design three houses. We can include the drawings in the RFP package and expects he can move rather quickly with this revised approach.

Chair James asked if he is seeking approval or consensus from the Board on this.

Director Chen noted he was going to put the five properties with the Smith properties on the same agenda.

Chair James said she is not in favor of placing the At Home Dania Beach program in the affordable category. She would rather have a meeting or charrette with people in the CRA before we go and place homes in the community that they cannot afford. This was not the intended purpose of the At Home Dania Beach program. She asked what Director Chen's vision is for the At Home Dania Beach program.

Director Chen commented he did not expect to discuss this in detail at a budget workshop. Of course, the CRA wants to offer a wide housing range for all.

Chair James noted this program was for low-income housing for people to afford in the community; that was the thought behind At Home Dania Beach. Otherwise, it is not serving the people in the community.

Vice-Chair Salvino said he has been working on his own things; if anyone has an answer for affordable housing, he is all for it. This is not affordable to the CRA and there needs to be discussion of prices; you will be shocked when you get those prices. We are in a bad time, and he thinks we should do strategic planning first. He noted Finance Director DiPaolo said we could do a budget amendment. We all have our own opinions; we need to work together to come up with the one we want to accomplish. He loved the way the City's strategic planning went and he would like to move forward with that for the CRA with consensus.

Chair James noted it was to be part of the process to update the CRA Plan which the Board already approved to do.

Director Chen said correct, he is working on the RFP to update the plan for release in the next 30 days.

Chair James commented she would like to see things in the budget we had to cut out before. She would like to see the crosswalk paving happen again as it was approved by the Board before. We have an Art in Public Places fund, but we do not have a board yet. Other projects she would like to see include interior grants as well as the façade grant. She would like to offer businesses a grant for the interior and have a match for it to help enrich the businesses on the interior as well as exterior. She would want them to get both.

Director Chen said regarding any money the City is going to co-invest, going into interior improvement can be significantly more expensive. He would feel the need to find a consultant that could manage and oversee the program in a responsible manner.

Chair James thinks this would be good for our businesses; we have done interior grants in the past and she is not sure it would be that difficult to do. It is a good look for our City.

Board Member Odman said regarding the crosswalks, all the Board Members had projects and she would need to see that list again if we are going to have this discussion. There was PRIDE and others; she needs the list as a refresher.

Chair James asked how long amending the CRA plan would take.

Director Chen said it would be a four-month exercise to amend the CRA Plan and explained the steps involved. He has taken the existing plan, updated in 2015, and did a 6-to-7-page summary that describes the goals which he would be glad to share. Hopefully, we could put the RFP out and have candidates soon.

Board Member Lewellen commented she feels like we are putting the cart before the horse. We have a budget in front of us and there are a lot of things everyone would like to do, but we are just starting; all these things we stopped for a while and are starting back. It would be more effective to have strategic planning to know what we want to do and then have a mid-year budget amendment. When we have a balanced budget in front of us, this is the wrong time to discuss doing things that we do not know are in line with the CRA plan. There were a lot of things we approved and did in the past that were not part of the CRA plan. We should move forward with the budget as it is.

Chair James said the budget does not reflect her priorities and things she wanted as the Chair. She does not want to put everything on hold. We must utilize more of our power as a Board to advocate for the CRA and do things. She noted the Board agreed to update the plan and asked if we would have to wait until the middle of year to do a budget adjustment.

Finance Director DiPaolo Frank responded the Board does not have to wait.

Chair James said the only way she would go with this budget is to do a workshop next month to get consensus on some of the programs we want to see happen. She wants to be able to stand firm in whatever the budget is and the priorities. She asked if the Board was in favor of doing a workshop to bring some of our priorities back.

Vice-Chair Salvino noted he is opposed to 30 days; he would say 90 days.

Board Member Davis felt we should have additional time to bring items back for consideration. She is okay with 3 months but favors at least having two months.

Board Member Lewellen agreed with having a workshop, but felt we need more than 30 days. We need some kind of planning, and she would say 90 days.

Board Member Odman said 60 days would be great.

Chair James asked about holding the workshop at the first of the year.

Vice-Chair Salvino commented perhaps each Board Member could bring some ideas back, maybe three items, at each meeting.

Chair James said we can start bringing items back for discussion and possible action. She asked about the second week in January for a two-hour workshop.

Discussion ensued about a date and time for a workshop.

The Board agreed to hold a workshop on January 13, 2022 at 5:00 p.m.

Director Chen noted he would circulate his summary of the 2015 update to the CRA Plan.

Chair James confirmed the CRA budget would be adopted at the next CRA meeting.

3. Adjournment

Chair James adjourned the meeting at 6:04 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
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 A ONE YEAR RENEWAL AGREEMENT WITH REAL TIME MARKETING GROUP, LLC, (RTMG) TO PROVIDE DIGITAL MARKETING SERVICES TO PROMOTE THE DANIA BEACH CRA DISTRICT

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo - Real Time Marketing Group FY 2022.docx, R-2021-CRA- Real Time Marketing Group, LLC (RTMG) Renewal Agreement for Digital Marketing Services, Executed Agreement RTMG 2018-2019

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members

From: Michael Chen, Executive Director

Date: October 12, 2021

Re: Real Time Marketing Group LLC Digital Media On Year Contract Renewal

Background:

On November 29, 2018, the CRA executed an agreement with Real Time Marketing Group LLC (RTMG) for a three-year period ending on September 30, 2021. The Agreement also allowed an option to renew the RTMG contract for two additional one-year periods with CRA Board Approval.

Update:

The RTMG online marketing strategy seeks to educate the public and increase awareness and buzz for the Dania Beach CRA District & Activities through website updates and social media

- Service includes work and updates on the following CRA websites:
 - Dania Beach CRA.org
 - Dania Beach After Dark.com
 - Dania Beach Arts and Seafood Celebration com (including 45-day event promotion)
 - The PATCH Garden.com
 - Other CRA special event websites e.g. Touchdown Dania Beach during the NFL Superbowl season.
- Social media consultation activities for Dania Beach CRA including:
 - Monthly Engagement: Devise promotion concepts, research, evaluate and select tools for implementation, oversee and direct team on progress and ongoing activities to increase engagement
 - Development with internal team of a monthly calendar that focuses on events, activities, and promotions to provide scheduled daily posts
 - Social media ads management
 - Digital media: Facebook, Instagram, You Tube
- Provide monthly/quarterly reports to measure digital success. Also provides advice on overall digital marketing and changes in digital services platforms.

Recommendation

The CRA is requesting the approval of a one-year renewal of the RTMG agreement which will have a \$34,750 fiscal impact to the CRA's budget for fiscal year 2021-2022.

RESOLUTION NO. 2021-CRA-010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A ONE YEAR RENEWAL AGREEMENT WITH REAL TIME MARKETING GROUP, LLC, (RTMG) TO PROVIDE DIGITAL MARKETING SERVICES TO PROMOTE THE DANIA BEACH CRA DISTRICT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 29, 2018, the City of Dania Beach Community Redevelopment Agency (CRA) executed an agreement with RTMG, LLC to enter into a three-year agreement with an option to renew for two (2) additional one (1) year periods with CRA Board approval to provide specialized professional services for social media development, engagement, and online Search Engine Optimization (SEO) to the CRA ; and

WHEREAS, the CRA desires to enter into a one-year renewal agreement with RTMG with CRA Board approval; and

WHEREAS, the CRA deems it in its best interest to retain RTMG as the Digital Marketing Consultant to the CRA; and

WHEREAS, CRA staff recommends approval of this Resolution to renew the annual agreement with RTMG to provide specialized professional services for social media development, engagement, and online Search Engine Optimization (SEO) to the CRA;

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

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

Section 2. That the CRA authorizes an agreement to be executed with RTMG, LLC and a copy of the applicable Scope of Services 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 authorizes professional services by RTMG, LLC in an amount not to exceed Thirty-Four Thousand, Seven Hundred Fifty Dollars (\$34,750.00).

Section 4. That the Executive Director and CRA Attorney are authorized to make minor revisions to the Agreement relating to digital marketing services as are deemed necessary and proper for the best interests of the CRA.

Section 5. That all purchases shall be subject to and made within the annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy.

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 October 12 , 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
BOARD SECRETARY

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

**DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
RTMG, LLC.**

THIS AGREEMENT is made as of _____, 2021 by and between the **DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (the “CRA”)**, a public body corporate and politic created pursuant to Part III of Chapter 163 Florida Statutes, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, **RTMG, LLC (the “Consultant”)** having an address at 2385 Executive Center Dr. Suite 250, Boca Raton, FL 33431.

WHEREAS, the Consultant and CRA, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for an **Online Marketing Strategy to promote Dania Beach CRA District** (the “Project”); and

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

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

1. **Scope of Services/Deliverables.**

The Consultant shall furnish professional services to the CRA as set forth in the Scope of Services for the Project as specified in Exhibit “A” attached to this Agreement.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall be for a period of one year and become effective upon execution by both parties and shall remain in effect through September 30, 2022, with an option of the CRA to renew for an additional one (1) year periods unless earlier terminated in accordance with Paragraph 8. The CRA Executive Director may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant, with CRA advance approval.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project and Payment Schedule, unless extended in writing by the CRA Executive Director.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated as follows:

Thirty-Four Thousand Seven Hundred and Fifty Dollars (\$34,750.00) to be paid monthly at the rate of Two Thousand Eight Hundred Fifty Dollars (\$2,894.00) for Fiscal Year 2021-2022

3.2 The Consultant shall invoice the CRA upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis if the Project Schedule does not otherwise specify. The monthly invoice shall include a breakdown of each task for which work was performed during the billing cycle and state the number of hours spent that are associated with each such task.

3.3 The CRA shall pay Consultant 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 Consultant the undisputed portion of the invoice. Upon written request of the CRA Executive Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the CRA Executive Director whose decision shall be final.

4. **Subconsultants.**

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

4.2 Any subconsultants used on the Project must have the prior written approval of the CRA Executive Director.

5. **CRA's Responsibilities**

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

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

6. **Consultant's Responsibilities**

The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a consultant under similar

circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the CRA Executive Director, the Consultant shall at Consultants' sole expense, immediately correct the work.

7. **Conflict of Interest.**

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

8. **Termination.**

8.1 The CRA Executive Director without cause may terminate this Agreement upon ten (10) days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the CRA's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the CRA Executive Director.

8.3 In the event of termination by the CRA, the Consultant shall be paid for all work accepted by the CRA Executive Director up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the CRA, in a hard copy and electronic format within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

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

Consultant 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 Consultant 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 Project period, then in that event, the Consultant 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 Consultant and any subconsultant of the Consultant 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 Consultant or its or any subconsultant's delay.
- 9.3 Insurance Requirements. The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Consultant shall be responsible for any deductible or self-insured amounts.
 - 9.3.1. General Liability Insurance to include bodily injury, broad form property damage, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability.

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

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

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

9.3.3 The Consultant 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.

10. **Nondiscrimination.**

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

11. **Indemnification.**

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

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: K. Michael Chen, Executive Director
Dania Beach Community Redevelopment Agency
100 West Dania Beach Boulevard
Dania Beach, FL 33004

For The Consultant: Terra Spero
c/o Beighley, Myrick, Udell & Lynne Esq.
2385 Executive Center Dr. Suite 250
Boca Raton, FL 33431

13. **Governing Law.**

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

14. **Entire Agreement/Modification/Amendment.**

14.1 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.

14.2 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.

15. **Attorney Fees and Waiver of Jury Trial.**

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

- 15.2 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 which 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.

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 Consultant providing services to the CRA under this Agreement shall be the property of the CRA.
- 16.2 The CRA Executive Director or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement.
- 16.3 The CRA may cancel this Agreement for refusal by the Consultant to allow access by the CRA Executive Director or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

The Consultant and its employees and agents shall be and remain independent contractor 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 Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition Of Contingency Fees.**

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

24. **Counterparts**

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

26. **Ownership and Access to Records and Audits.**

26.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant

providing services to the CRA under this Agreement shall be the property of the CRA.

- 26.2 All submissions become the property of the CRA and will not be returned to the Consultant. The CRA will hold all submissions in confidence unless otherwise required by law. The Consultant should be aware 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.
- 26.3 Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under the Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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.
- 26.4 Upon request from the CRA custodian of public records, Consultant shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 26.5 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.
- 26.6 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 Consultant shall be delivered by the Consultant to the CRA Executive Director, at no cost to the CRA, within seven (7) days. All such records stored electronically by Consultant 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 Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 26.7 Any compensation due to Consultant shall be withheld until all records are received as provided in this Agreement.
- 26.8 Consultant’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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE CONSULTANT 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

IN WITNESS OF THE FOREGOING, the parties execute this Agreement on the respective dates under each signature:

ATTEST:

CRA:

The Dania Beach Community
Redevelopment Agency

THOMAS SCHNEIDER, CMC
CRA CLERK

TAMARA JAMES
CRA CHAIRPERSON

Date: _____

APPROVED FOR LEGAL FORM AND
CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

Date: _____

WITNESSES:

CONSULTANT:

RTMG, LLC, a Florida Limited Liability Company

SIGNATURE

SIGNATURE

PRINT Name

Terra Spero

PRINT Name

SIGNATURE

Owner

Title

PRINT Name

Date

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____ 2021, by Terra Spero as Owner of Real Time Media LLC a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:

EXHIBIT “A”

SCOPE OF SERVICES

GOALS FOR ONLINE MARKETING STRATEGY

- Increase awareness and buzz for the Dania Beach CRA District & Activities through social media
- Educate public on events, businesses, promotions in the Dania Beach CRA District through social media
- Create awareness about the transition and opportunities in the Dania Beach CRA District through social media & digital promotion
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- Provide monthly/quarterly reports to measure digital success.

APPROACH

The majority of engagements will be aimed at driving community development and awareness focusing on the history and the future of the area. During this period the agency will continue monitoring the progress of the campaigns and provide monthly reporting on results, in addition to recommendation for ongoing strategy. These approaches will continue to be cutting edge digital plans, that are award worthy – and to this point, award-winning!

MARKETING SERVICES

SOCIAL MEDIA DEVELOPMENT, ENGAGEMENT AND SOCIAL SEO

The agency will support the internal team in the daily, ongoing social media management activities. This will be a partnership role between the CRA team, the community merchants, and the selected agency.

SOCIAL MEDIA CONSULTATION ACTIVITIES FOR DANIA BEACH CRA (INCLUDING DANIA BEACH AFTER DARK), THE PATCH GARDEN, AND A 45-DAY CAMPAIGN FOR THE DANIA BEACH ARTS & SEAFOOD CELEBRATION

- Weekly Monitoring: Brand mentions in online media, social media
- Reporting for Facebook: Audience, traffic, engagement, conversions
- Weekly Phone Call / Emails to Review:
 - Upcoming content
 - Strategy
 - Promotion suggestions

- Tactics, best practices
- Graphic Design of social content to meet platform standards
- Monthly Engagement: Devise promotion concepts, research, evaluate and select tools for implementation, oversee and direct team on progress and ongoing activities to increase engagement
- Development with internal team of a monthly calendar that focuses on events, activities, and promotions to provide scheduled daily posts
- Social media ads management
 - Facebook & Instagram ad buys
 - Facebook & Instagram ad measurement
 - Measurement and evaluation of all advertising campaigns
 - Management and optimization of all advertising buys based upon social bids for demographic
 - YouTube ad buys as determined necessary
- Facebook
 - Scheduling of daily posts filled with curated photos of local events & CRA programs
- Instagram
 - Work with internal team on strategy & recommendations for Instagram strategy.
 - Assist with Instagram content when staff is unavailable or on vacation

PROJECT MANAGER. The agency will assign a Project Manager who will be the Client's primary contact regarding the account. As the person with the most knowledge of your account, all questions regarding the Services and billing should be initially directed to your Project Manager for resolution. The agency reserves the right to change your client manager as needed to best serve your account.

WEBSITE PAGE CONSULTING & UPDATES

DANIABEACHCRA.ORG

The agency provides 1 hour per month of website event updates and minor edits for the Dania Beach CRA website, any major updates or content changes beyond this 1 hour per month can be purchased at the pricing listed below the scope of work.

DANIABEACHARTSANDSEAFOODCELEBRATION.COM

In addition, RTMG will assist in updating the Dania Beach Arts & Seafood Celebration website or provide videos for staff to update the site. RTMG will allocate 1 hour per month in updating The Dania Beach Arts & Seafood Celebration website at no additional charge, these can be accumulated for a total of 12 hours per year. Additional hours can be purchased in a package of 5 per month for \$250 or at \$75/hour.

THEPATCHGARDEN.COM

The agency provides 1 hour per month of website event updates and minor edits for The PATCH GARDEN website, any major updates or content changes beyond this 1 hour per month can be purchased at the pricing listed below.

DANIABEACHAFTERDARK.COM

The agency provides 1 hour per month of website event updates and minor edits for the DANIA BEACH AFTER DARK website, any major updates or content changes beyond this 1 hour per month can be purchased at the pricing listed below.

WEBSITE PAGE UPDATING

RTMG is available to assist in major updating of the Dania Beach CRA website. RTMG will allocate up to 10 hours per month in updating the Dania Beach CRA website for \$500 or will provide an hourly service at \$75/hour as deemed necessary by the CRA Executive Director.

2021/22 CRA WEBSITES, SOCIAL MEDIA, AND MARKETING CONSULTING FEES are as follows:

FEES: \$2,894.91 PER MONTH, not to exceed \$34,750.00 For Fiscal Year 2021-2022.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
RTMG, LLC.**

THIS AGREEMENT is made as of November 29, 2018 by and between the **DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (the "CRA")**, a public body corporate and politic created pursuant to Part III of Chapter 163 Florida Statutes, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, **RTMG, LLC (the "Consultant")** having an address at 2385 Executive Center Dr. Suite 250, Boca Raton, FL 33431.

WHEREAS, the Consultant and CRA, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for an **Online Marketing Strategy to promote Dania Beach CRA District** (the "Project"); and

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

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

1. **Scope of Services/Deliverables.**

The Consultant shall furnish professional services to the CRA as set forth in the Scope of Services for the Project as specified in Exhibit "A" attached to this Agreement.

2. **Term/Commencement Date.**

2.1 This Agreement shall be for a period of three years and become effective upon execution by both parties and shall remain in effect through September 30, 2021, with an option of the CRA to renew for two (2) additional one (1) year periods unless earlier terminated in accordance with Paragraph 8. The CRA Executive Director may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant, with CRA advance approval.

2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project and Payment Schedule, unless extended in writing by the CRA Executive Director.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated as follows:

- a) Thirty One Thousand Eight Hundred Dollars (\$31,800.00) to be paid monthly at the rate of Two Thousand Six Hundred Fifty Dollars (\$2,650.00) for Fiscal Year 2018-2019
- b) Two Thousand Seven Hundred Three Dollars (\$2,703.00) per month, not to exceed Thirty Two Thousand Four Hundred Thirty Six Dollars (\$32,436.00) for Fiscal Year 2019-2020.
- c) Two Thousand Seven Hundred Fifty Seven Thousand Dollars and Six Cents (\$2,757.06) per month, not to exceed Thirty Three Thousand Eighty Four Dollars and Seventy Two Cents (\$33,084.72) for Fiscal Year 2020-2021.

3.2 The Consultant shall invoice the CRA upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis if the Project Schedule does not otherwise specify. The monthly invoice shall include a breakdown of each task for which work was performed during the billing cycle and state the number of hours spent that are associated with each such task.

3.3 The CRA shall pay Consultant 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 Consultant the undisputed portion of the invoice. Upon written request of the CRA Executive Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the CRA Executive Director whose decision shall be final.

4. **Subconsultants.**

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

4.2 Any subconsultants used on the Project must have the prior written approval of the CRA Executive Director.

5. **CRA's Responsibilities**

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

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

6. **Consultant's Responsibilities**

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

7. **Conflict of Interest.**

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

8. **Termination.**

- 8.1 The CRA Executive Director without cause may terminate this Agreement upon ten (10) days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the CRA's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the CRA Executive Director.
- 8.3 In the event of termination by the CRA, the Consultant shall be paid for all work accepted by the CRA Executive Director up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the CRA, in a hard copy and electronic format within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the CRA Executive Director. Certificates of Insurance for any required insurance shall be provided to the CRA at the

time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CRA before any policy or coverage is cancelled or restricted.

Consultant 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 Consultant 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 Project period, then in that event, the Consultant 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 Consultant and any subconsultant of the Consultant 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 Consultant or its or any subconsultant's delay.
- 9.3 Insurance Requirements. The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Consultant shall be responsible for any deductible or self-insured amounts.
 - 9.3.1. General Liability Insurance to include bodily injury, broad form property damage, blanket contractual liability, and personal injury with limits of no less than One Million Dollars

(\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability.

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

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

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

9.3.3 The Consultant 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.

10. Nondiscrimination.

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

11. Indemnification.

11.1 Consultant shall defend, indemnify, and hold harmless the CRA and its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement

including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the CRA for all of its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

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: Executive Director
 Dania Beach Community Redevelopment Agency
 100 West Dania Beach Boulevard
 Dania Beach, FL 33004

For The Consultant: Terra Spero
 c/o Beighley, Myrick, Udell & Lynne Esq.
 2385 Executive Center Dr. Suite 250
 Boca Raton, FL 33431

13. **Governing Law.**

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

14. **Entire Agreement/Modification/Amendment.**

14.1 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.

14.2 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.

15. Attorney Fees and Waiver of Jury Trial.

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

15.2 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 which 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.

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 Consultant 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 Consultant involving transactions related to this Agreement.

16.3 The CRA may cancel this Agreement for refusal by the Consultant 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.

17. Nonassignability.

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

18. **Severability.**

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

19. **Independent Contractor.**

The Consultant and its employees and agents shall be and remain independent contractor 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 Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

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

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- 26.7 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.
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Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone number: 954-924-9800, Ext. 3623
Email: tschneider@daniabeachfl.gov

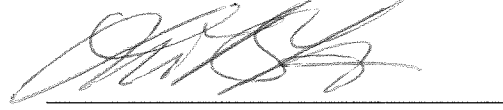
IN WITNESS OF THE FOREGOING, the parties execute this Agreement on the respective dates under each signature:

ATTEST:


THOMAS SCHNEIDER, CMC
CRA CLERK

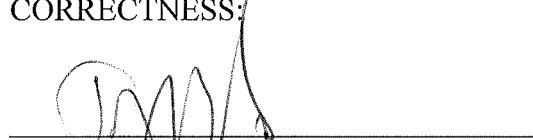
CRA:

The Dania Beach Community
Redevelopment Agency


LORI LEWELLEN
CRA CHAIRPERSON

Date: 11-29-18

APPROVED FOR LEGAL FORM AND
CORRECTNESS:


THOMAS J. ANSBRO
CRA ATTORNEY

Date: 11-27-18



WITNESSES:

[Signature]
SIGNATURE

Ronald Spero
PRINT Name

[Signature]
SIGNATURE

Thomas Spero
PRINT Name

CONSULTANT:

RTMG, LLC, a Florida Limited Liability Company

[Signature]
SIGNATURE

Terra Spero
PRINT Name

Owner
Title

11/12/18
Date

North Carolina
STATE OF ~~FLORIDA~~
COUNTY OF Wake

The foregoing instrument was acknowledged before me on NOVEMBER 12TH, 2018 by TERRA SPERO as OWNER of RTMG, on behalf of the company. He/she is personally known to me or produced NC DL as identification.

My commission expires: 07/31/2023

North Carolina
NOTARY PUBLIC, State of Florida

[Signature]

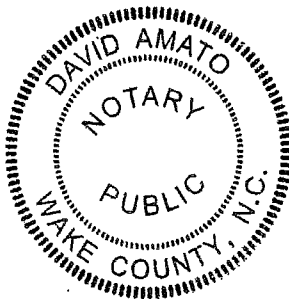


EXHIBIT "A"

SCOPE OF SERVICES

GOALS FOR ONLINE MARKETING STRATEGY

- Increase awareness and "buzz" for the Dania Beach CRA District and Activities through social media
- Educate public on events, businesses, promotions in the Dania Beach CRA District through social media
- Create awareness about the transition and opportunities in the Dania Beach CRA District through social media & digital promotion
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MARKETING SERVICES

SOCIAL MEDIA DEVELOPMENT, ENGAGEMENT AND SOCIAL SEO

The Consultant will support the internal team in the daily, ongoing social media management activities. This will be a partnership role between the CRA team, the community merchants, and the selected Consultant.

SOCIAL MEDIA CONSULTATION ACTIVITIES FOR DANIA BEACH CRA, THE PATCH GARDEN, AND A 45-DAY CAMPAIGN FOR THE DANIA BEACH ARTS & SEAFOOD CELEBRATION

- Weekly Monitoring: Brand mentions in online media, social media
- Monthly Reporting for Facebook: audience, traffic, engagement, conversions
- Weekly Telephone Call / Emails to Review:
 - Coming week's content
 - Strategy
 - Promotion suggestions
 - Tactics, best practices

- Graphic Design of social content to meet platform standards
- Monthly Engagement: Devise promotion concepts, research, evaluate and select tools for implementation, oversee and direct team on progress and ongoing activities to increase engagement
- Development with internal team a monthly calendar that focuses on events, activities, and promotions to provide scheduled daily posts on Facebook.
- Social media ads management
 - Facebook and Instagram ad buys
 - Facebook and Instagram ad measurement
 - Measurement and evaluation of all advertising campaigns
 - Management and optimization of all advertising buys based upon social bids for demographic
 - YouTube ad buys as determined necessary
- Instagram
 - Scheduling of daily posts filled with curated photos of local events & CRA programs
 - Hashtags of posts to both increase engagement and awareness of Dania Beach as a City on the rise with opportunities relating to the City's new brand.

PROJECT MANAGER.

The Consultant will assign a Project Manager who will be the Client's primary contact regarding the account. As the person with the most knowledge of the CRA account, all questions regarding the Services and billing should be initially directed to CRA Executive Director for resolution. The Consultant reserves the right to change the CRA client manager as needed to best serve your account.

WEBSITE PAGE CONSULTING.

The Consultant provides 1 hour per month of website event updates and minor edits for the Dania Beach CRA website, any major updates or content changes beyond this 1 hour per month can be purchased at the pricing listed below the scope of work. In addition, RTMG will assist in updating the Dania Beach Arts & Seafood Celebration website or provide videos for staff to update the site. RTMG will allocate one hour per month in updating The Dania Beach Arts & Seafood Celebration website at no additional charge; these can be accumulated for a total of 12 hours per year. Additional hours can be purchased in a package of 5 per month for \$250 or at \$75/hour. The PATCH GARDEN website is a user-friendly site, capable of being updated by the internal CRA team. If updates for the site are requested from RTMG, they can be purchased in a package of 5 per month for \$250 or at \$75/hour.

FEES: \$2,650.00 per month, not to exceed \$31,800.00 for Fiscal Year 2018-2019
 \$2,703.00 per month, not to exceed \$32,436.00 for Fiscal Year 2019-2020
 \$2,757.06 per month, not to exceed \$33,084.72 for Fiscal Year 2020-2021

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING WITH WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L. TO PROVIDE LEGAL SERVICES AS SPECIAL COUNSEL TO THE CRA

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo Weiss Serota Atty 101221 MC, R-2021-CRA- Weiss Serota Agreement for Legal Services as Special Counsel to CRA, R-2021-CRA- Weiss Serota Agreement for Legal Services as Special Counsel to CRA Exhibit A

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair and Board of Directors

From: Michael Chen, Executive Director

Date: September 13, 2021

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

Background:

The Dania Beach Community Redevelopment Agency ("CRA") utilizes the services of Special Legal Counsel to provide advice related to the responsibilities and powers of the CRA under Chapter 163, Florida Statutes.

Weiss Serota Helfman Cole and Bierman P.L. serves as Special Legal Counsel for both the City and CRA and provides legal advice on several specialized legal areas.

The CRA seeks to engage Weiss Serota Helfman Cole & Bierman, P.L to represent the CRA for this purpose.

Recommendation:

Approve the Resolution to engage Weiss Serota Helfman Cole & Bierman, P.L for the CRA's outside council.

RESOLUTION NO. 2021-CRA-011

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

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

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

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

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

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

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

Section 3. That the CRA is authorized to encumber up to Ten Thousand Dollars (\$10,000.00) to pay for these services, as needed, in Fiscal Year 2021-2022.

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

Section 5. That funding for legal services is planned and is in the Community Redevelopment Agency budget for Fiscal Year 2021-2022 in the Professional Services Legal Account 106-52-01-552-31-20.

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

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

PASSED AND ADOPTED on October 12, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA CLERK

TAMARA JAMES
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY



JAMIE A. COLE
MEMBER
Broward Managing director
JCOLE@WSH-LAW.COM

September 20, 2021

Mr. K. Michael Chen
CRA Executive Director
Community Redevelopment Agency
City of Dania Beach
100 W Dania Beach Blvd.
Dania Beach, FL 33004

Re: Legal Services

Dear Mr. Chen:

We are pleased that you wish to engage our Firm to perform legal services for the Dania Beach Community Redevelopment Agency ("Agency") for fiscal year October 1, 2021 through September 30, 2022. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

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

1. Nature of Legal Services. You have engaged us to serve as Special Counsel to the Agency.
 2. Fees for Services You will be charged and agree to pay for our services at the blended rate of \$250.00 per hour of attorney time. Paralegal time will be billed at the rate of \$100.00 per hour. It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity.
 3. Costs. In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, long distance telephone charges,
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photocopies (xerox), special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of your case, investigation costs, word processing fees, computer charges and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from you prior to undertaking the expenditures of funds on your behalf.

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

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

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

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

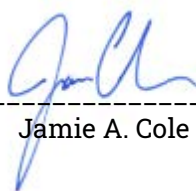
7. Fees for Other Services. In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms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

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

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

Very truly yours,

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

By:  _____
Jamie A. Cole

AGREED AND ACCEPTED on _____, 2021.

DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Mr. K. Michael Chen, CRA Executive Director
Community Redevelopment Agency

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY EXPENDITURES AND LIABILITIES OF THE CRA FOR THE FISCAL YEAR

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo FY2022 CRA Budget (003), R-2021-CRA- CRA Budget FY 2021-2022, CRA Bud FY2022

MEMORANDUM

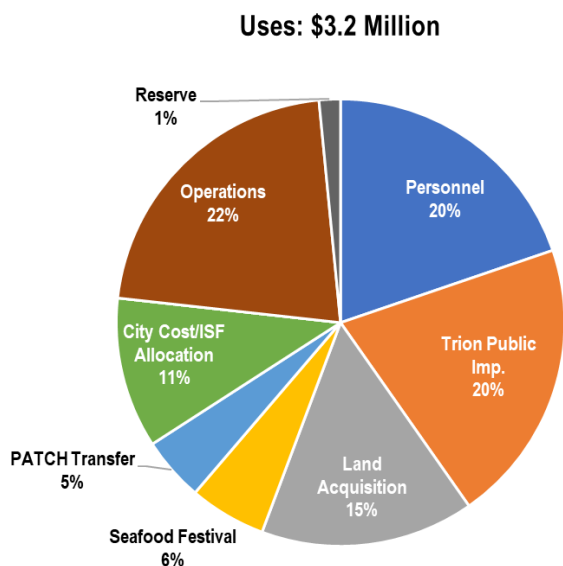
To: Dania Beach Community Redevelopment Agency Chair, Vice Chair and Board Members
 From: Michael Chen, Executive Director
 Date: October 12, 2021
 Re: FY2022 Community Redevelopment Agency Budget Workshop

Background: On September 28, 2021 a CRA Workshop was held to discuss the proposed FY2022 Community Redevelopment Agency Budget. Summary information on the proposed budget is below. The proposed budget was a collaborative effort with the CRA team, the CRA's budget consultant, and the City's Finance Director. Manager Garcia also provided support.

Preparing the FY2022 CRA Budget was particularly challenging. For over a year, virtually all CRA programs were suspended or operating at a limited capacity. Many of our consultant contracts were expired and had to be re-established through an RFP process. This means we had to forecast the costs of restoring programs that had not been updated in two to five years.

The resulting proposed FY2022 CRA Budget is a realistic estimate of the cost of returning the CRA to full operational capacity and programing. There are some new CRA initiatives in the development stage, with insufficient definition to estimate costs. As these projects are brought to the CRA Board for consideration, the subject may include discussion of a budget amendment – all requiring approval of the CRA Board.

Update/Recommendation: The attached proposed FY2022 CRA Budget is the same budget discussed at the September 20 CRA Workshop. There were no directed amendments to the proposed budget. Therefore, we recommend for the CRA Board to approve and adopt the attached proposed FY2022 CRA Budget.



FUND 106 CRA EXPENSES	FY 2022 Proposed	FY 2021 Amended
Personnel	\$ 641,405	\$ 525,379
Trion Public Imp.	\$ 666,667	\$ 333,333
Land Acquisition	\$ 500,000	\$ 500,000
Seafood Festival	\$ 180,000	\$ -
PATCH Transfer	\$ 150,000	\$ 138,498
City Cost	\$ 353,837	\$ 233,789
Debt Service	\$ -	\$ 59,600
Operations	\$ 704,347	\$ 1,096,350
Reserve	\$ 50,000	\$ 100,000
	\$ 3,246,256	\$ 2,986,949

RESOLUTION NO. 2021-CRA-012

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL ESTIMATES OF REVENUE AND EXPENDITURES FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022; APPROPRIATING FUNDS AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY EXPENDITURES AND LIABILITIES OF THE CRA FOR THE FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the proposed budget for the Fiscal Year commencing on October 1, 2021, and ending on September 30, 2022, has been prepared, was provided to the CRA Board, and was published on September 21, 2021; and

WHEREAS, the proposed budget was presented to the CRA Board, discussed at the CRA Workshop meeting held on September 28, 2021 and no adjustments were directed by the CRA Board; and

WHEREAS, the proposed budget for the Fiscal Year commencing on October 1, 2021, and ending on September 30, 2022, has been finalized by the CRA Board;

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

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

Section 2. That the final approved budget for the Community Redevelopment Agency as attached, marked Exhibit “A”, which is incorporated and made a part of this Resolution by this reference, is adopted as the final and approved budget for the Fiscal Year commencing October 1, 2021, and ending on September 30, 2022; included in this budget is a reconciliation of changes to capital projects (i.e., defined as all Divisions except “01-Administration”) funding between Fiscal Years 2021 and 2022.

Section 3. That all appropriations from the 2020-2021 fiscal year which are unencumbered and unexpended as of the last day of the fiscal year, those funds shall be re-appropriated for the same purpose and incorporated into the budget for the 2021-2022 fiscal year. The CRA Executive Director, with assistance from the CRA Treasurer, shall make the final determination on which encumbrances remain open (e.g., ongoing initiatives and/or capital projects) and which encumbrances are closed (e.g., monthly operations) as of the last day of Fiscal Year 2020-2021.

Section 4. That all capital projects and appropriations for the 2020-2021 fiscal year, which are unencumbered and unexpended as of the last day of the fiscal year, shall be re-appropriated for the same purpose or project or reallocated pursuant to Exhibit “A”, or if complete, shall be re-appropriated to a reserve account.

Section 5. That CRA staffing positions and capital expenditures reflected and approved in the annual budget establish CRA Board consent to the staffing and capital expenditures, and that any additions to staffing or capital expenditures are to be approved through CRA Board approval of an amendment to the approved budget.

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

PASSED AND ADOPTED on October 12, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

Community Redevelopment Agency October 12, 2021 CRA Meeting FY2022 Proposed Budget 		
Account Codes	Fund 106 - Community Redevelopment Agency Account Descriptions	FY2022 Budget As Proposed
REVENUES		
	Revenues	
361-10-01	Interest and Other Earnings Interest Operating Interest	\$5,000
369-90-01	Miscellaneous Revenues Miscellaneous All	\$816,667
369-90-08	Miscellaneous Revenues Miscellaneous Dania After Dark	\$8,000
381-00-01	Sources: Non-Operating Transfer from General Fund	\$1,383,926
381-03-01	Non-Operating Transfer from Capital Projects Fund	\$0
389-90-01	Non-Operating Re-Appropriations Appropriated Fund Balance	\$1,032,663
Revenue Totals		\$3,246,256
EXPENSES		
	Admin (Staff)	
12-10	Salaries and Wages Full-Time	\$400,140
12-11	Salaries and Wages Part-Time (FRS Eligible)	\$27,614
12-13	Salaries and Wages Expense Allowance	\$6,001
12-14	Salaries and Wages Cell Phone Stipend	\$1,440
14-10	Overtime Regular	\$0
15-15	Special Pay Accrued Leave Buyback	\$6,943
21-10	FICA Taxes	\$26,269
21-20	FICA Medicare	\$6,473
22-20	Retirement Contributions FRS Pension	\$75,184
22-30	Retirement Contributions Deferred Compensation Match	\$5,731
23-10	Life and Health Insurance Insurance	\$85,139
24-10	Workers' Compensation Premium	\$471
Admin / Staff Totals		\$641,405
	Industry Development	
31-10	Professional Services General	\$127,000
31-20	Professional Services Legal	\$10,000
34-10	Contractual Services General	\$8,000
40-10	Travel and Per Diem Training and Per Diem	\$20,000
41-10	Communications Services Telephone	\$800
42-10	Freight & Postage Services Freight & Postage	\$2,000
46-30	Repair & Maint. Services Vehicles	\$2,000
47-10	Printing and Binding General	\$2,000
48-14	Promotional Activities Seafood Festival	\$180,000
48-16	Promotional Activities Community Foundation Grant	\$0
49-20	Other Current Charges/Obligations Legal & Display Advertising	\$2,860
51-10	Office Supplies General	\$5,000
52-10	Operating Supplies Gasoline and Diesel Fuel	\$750
52-20	Operating Supplies Miscellaneous	\$1,600
54-10	Books/Publications, Memberships, Subscriptions Books & Subscriptions	\$12,000
54-20	Books/Publications, Memberships, Subscriptions Memberships	\$6,000
61-10	Land Acquisition Fund	\$500,000
63-45	Infrastructure Trion Public Improvements	\$666,667
91-00	Intragovernmental Transfers Out General Fund	\$251,888
91-11	Intragovernmental Transfers Out CRA Community Gardens PATCH	\$150,000
91-51	Intragovernmental Transfers Out Facilities Fund	\$19,024
91-52	Intragovernmental Transfers Out Fleet Mgmt Fund	\$2,974
91-53	Intragovernmental Transfers Out IT Systems Fund	\$79,951
99-80	Other Uses Reserve for CRA	\$50,000
Industry Development Totals		\$2,100,514
Admin Totals		\$641,405
Industry Development / Admin Totals		\$2,741,919
	City Center Industry Development	
31-41	Professional Services CRA - Marketing/PR	\$40,000
31-42	Professional Services CRA - Redevelopment Initiatives	\$89,337
48-10	Promotional Activities General	\$15,000
63-41	Infrastructure CRA Streetscape Enhancements	\$0
City Center / Industry Development Totals		\$144,337
	City-Wide Industry Development	
31-10	Professional Services General	\$160,000
31-42	Professional Services CRA - Redevelopment Initiatives	\$200,000
City-Wide / Industry Development Totals		\$360,000
CRA EXPENSE TOTALS		\$3,246,256
GRAND TOTALS Fund 106		
REVENUE TOTALS		\$3,246,256
EXPENSE TOTALS		\$3,246,256
SURPLUS / (DEFICIT) FUND 106		\$0

Community Redevelopment Agency October 12, 2021 CRA Meeting FY2022 Proposed Budget			
Account Codes	Fund 112 - PATCH Account Descriptions	FY2022 Budget As Proposed	
REVENUE		Revenues	
369-90-01	369 - Miscellaneous Revenues Totals	\$20,000	
381-01-06	Non-Operating Community Redevelopment Agency	\$150,000	
389-90-01	Non-Operating Appropriated Fund Balance	\$34,083	
REVENUE TOTALS		\$204,083	
EXPENSE		Staff/Admin	
12-11	Salaries and Wages Part-Time (FRS Eligible)	\$71,539	
14-10	Overtime Regular	\$0	
15-15	Special Pay Accrued Leave Buyback	\$734	
21-10	FICA Taxes	\$4,481	
21-20	FICA Medicare	\$1,048	
22-20	Retirement Contributions FRS Pension	\$7,820	
24-10	Workers' Compensation Premium	\$1,896	
Staff/Admin Toials		\$87,518	
		Industry Development	
31-10	Professional Services General	\$10,000	
34-20	Contractual Services Merchant Card Processing Fees	\$1,800	
40-10	Travel and Per Diem Training and Per Diem	\$1,300	
Industry Development Totals		\$13,100	
		Utility Services	
41-10	Communications Services Telephone	\$100	
43-10	Utility Services Water	\$7,600	
43-20	Utility Services Electricity	\$1,900	
Utility Services Totals		\$9,600	
		Rentals / Repair & Maint. Services	
44-10	Rentals and Leases Equipment	\$5,000	
46-10	Repair & Maint. Services Equipment	\$2,000	
46-30	Repair & Maint. Services Vehicles	\$5,000	
46-50	Repair & Maint. Services Grounds	\$9,348	
Rentals / Repair & Maint. Services Totals		\$21,348	
		Operating Supplies	
47-10	Printing and Binding	\$1,000	
48-10	Promotional Activities	\$12,000	
49-30	Other Current Charges/Obligations	\$600	
51-10	Office Supplies	\$600	
52-06	Operating Supplies Cost of Goods Sold (Patch)	\$10,000	
52-10	Operating Supplies Gasoline and Diesel Fuel	\$1,500	
52-20	Operating Supplies Miscellaneous	\$12,000	
Operating Supplies Totals		\$37,700	
Staff/Admn Toials		\$87,518	
Industry Development Totals		\$13,100	
Utility Services Totals		\$9,600	
Repair & Maint. Services Totals		\$21,348	
Operating Supplies Totals		\$37,700	
Community Gardens PATCH Staff / loperating Totals		\$169,266	
		Intra-governmental Transfers	
91-51	Intra-governmental Transfers Out Facilities Fund	\$13,414	
91-52	Intra-governmental Transfers Out Fleet Mgmt Fund	\$3,248	
91-53	Intra-governmental Transfers Out IT Systems Fund	\$1,436	
99-10	Other Uses Contingency	\$10,000	
Intragovernmental Transfers Totals		\$28,098	
Sub-Totals		\$197,364	
		DeLuca Grant	
31-10	Professional Services General	\$4,667	
46-30	Repair & Maint. Services Vehicles	\$370	
52-10	Operating Supplies Gasoline and Diesel Fuel	\$1,682	
DeLuca Grant Total		\$6,719	
GRAND TOTALS Fund 112			
REVENUE TOTALS		\$204,083	
EXPENSE TOTALS		\$204,083	
SURPLUS / (DEFICIT) FUND 112		\$0	