

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
TUESDAY, JANUARY 10, 2023 - 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.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
- B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.

**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

1. At Home Dania Beach Beautification Program presented by Rebuilding Together Broward County

5. CONSENT AGENDA

1. Minutes:
Approve Minutes of December 13, 2022 CRA Board Hybrid Meeting
2. Travel Requests: None
3. RESOLUTION NO. 2023-CRA-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), OF THE CITY OF DANIA BEACH FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE THE FIRST RENEWAL OF AN EXISTING AGREEMENT FOR A ONE (1) YEAR PERIOD WITH REBUILDING TOGETHER BROWARD COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION, RELATING TO CONSULTING AND PRODUCTION SERVICES IN CONNECTION WITH THE “2023 AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION BEAUTIFICATION PROGRAM” IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00); 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: January 10, 2023
Re: Administrative Report

There is a lot going on in the CRA. Please connect with us directly to get current and correct information on what we are doing. Our direct numbers are:

- Michael Chen: 954-924-6801 x 3732
- Kathleen Weekes: 954-924-6801 x 3739
- Bill Harris: 954-924-6801 x 3667
- Kisha Eugene: 954-924-6801 x 3750

If we cannot answer, leave your name and number and we will call you back.

1. DANIA BEACH INNOVATION ECOSYSTEM

Background: An Innovation Ecosystem has many different platforms to support entrepreneurs and early-stage ventures. The Dania Beach Innovation Ecosystem includes:

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



Update: In a 2023 strategy discussion with SCORE Broward, they expressed an interest in providing SCORE training programs at the upcoming CRA satellite office. They are also interested in providing ongoing mentorship support for the IP2Mkt Incubator graduates.

Progress is being made on the CRA/Incubator office at 25 N. Federal Hwy. A construction walk-thru was conducted just prior to the holidays and the offices are expected to be available for occupancy by the end of January. Formal appointments to our Technical Advisory Board (TAB) have gone out the following people have accepted the appointment:

- Port Everglades: Glenn A. Wiltshire, Deputy Director
- Venture Capital: Eric Kuchova, CFO/Partner Cue Ball Capital
- Hospitality – Hotels: Dale Reed, COO Merrimac Ventures

- Developer: Daniel Dabakaroff, Director/Manager Skyland Development Group
- FL Restaurant and Lodging Assn – Broward: Rozeta Mahboubi, Reg Dir
- Applied Technology: Marc Aptakin, CEO MAD Studios
- Healthcare: Len Quist, CEO Vikand Technologies
- International Networks: Nick Kuchova, Senior Advisor, Global Government Affairs, Vikand Technology Solutions

2. DANIA AFTER DARK

Update: Kisha Eugene has been the historic lead for Dania After Dark. Following her resignation, the event will be taken over by Bill Harris who has professional experience with event management.

The next Dania After Dark event will be held on February 11th.

3. CRA PLAN UPDATE – WORKSHOP

Background: The foundational document when creating a Community Redevelopment Agency (CRA) and the designation of a Community Redevelopment Area is a “Finding of Necessity for Redevelopment” (FON). Following the 2001 FON, the Dania Beach Community Redevelopment Agency was established by the City of Dania Beach and Broward County in 2002. The final step of setting up the CRA is the adoption of the CRA Plan. The initial Plan was adopted in 2004, updated in 2008, and updated again in 2015.

On February 15, 2022, Vanasse Hangen Brustlin, Inc. (VHB) was selected and engaged to update the CRA Plan following a Request for Responses (RFP) process. On April 26, a CRA Board Planning/Budget Workshop was held to secure the Board’s issues, interests, and priorities for the Plan update.

Update: The CRA Board Workshop to discuss the draft Plan Update will be held from 5:00pm to 7:00pm on Wednesday, January 11.

4. CRA-OWNED PROPERTY: 509-511 NW 3RD TERRACE

Background: The property located at 509-511 NW 3rd Terrace (Folio No. 5042 34 06 0230 - attached), was foreclosed by Wells Fargo Bank in 2009. In 2012, Wells Fargo transferred the property to the City of Dania Beach for \$5,000. In 2019, the City transferred the property to the CRA for \$100.

Update: The sale of this property to Turn Two Construction, a WBE/MBE real estate development and licensed general contractor, has been closed. The sales price was \$150,000.



5. ECONOMIC DEVELOPMENT ACTIVITIES

BRAVO (Business Risk and Value of Operation) Visits: BRAVO visits by our Business Attraction Manager to our businesses and property owners during this past month include:

- **Selfie Salon Bar** (1101 S. Federal Hwy.) I followed up with Owner Operator Aryn Noel in mid- December. The business had a soft opening December 5. Aryn is planning for a grand opening in possibly March or April depending on staffing and project completion. This is a full-service salon for men and women. The owners currently have 8 salons and are looking to expand in other markets. Their salon features online appointment confirmation for spa and salon services and the salon is pet friendly.
- **Sky Space / Sky Suites** (25 N. Federal Hwy) Opening in mid-January 2023. The front part of the building will be home to CRA Satellite offices. Sky Space is a shared office co-working space concept for startup businesses and entrepreneurs. It will also be home of the IP2Market Business and Technology incubator. Sky Spaces is a new luxury co-working space located in the heart of downtown Dania Beach and Ft. Lauderdale business districts and has been carefully designed with luxury, technology, and lifestyle amenities that fuel a “collaborative office environment with an environment that offers aesthetic sophistication, luxurious ambiance, and state-of-the-art technology”, Sky Spaces hope to inspire the innovative drive for +20 entrepreneurs, freelancers, and start-ups. Coworking spaces in Dania Beach and Fort Lauderdale have been built to be the go-to hub for forward-thinking professionals so that they can be immersed in a community that inspires thinking and technology. DBAK Holdings LLC and Skyland Properties and Skyland Management Group is owned and managed by Daniel Dabakaroff. Daniel is now under contract to purchase the Rexall building..
- **Hotel Dello** – A Hilton Tapestry Collection Brand (28 S. Federal Hwy) The hotel is undergoing sleeping room and public space renovation. Darvis Alvarez, General Manager, advised that because of guest requests they are adding a light service restaurant that will be open in the lobby for hotel guests and the public. The restaurant will be open for breakfast and lunch and possibly dinner. The hotel has 143 rooms and has 33 full time employees and 3 part time. Through December 2022 and January 2023 they are operating at 100% occupancy and are at pre-pandemic levels as far as room nights.
- **Saito’s Japanese Steakhouse** – Dania Pointe (170 Sunset Dr. # J155) When they did a soft opening several months ago, they we not fully staffed and not completely operational. Emily Wise the Marketing Director for Kimco/Dania Pointe explained

they are sometimes open for lunch but not always for dinner. Chef Min said he would let us know when they are ready to schedule a grand opening and ribbon cutting.

- **Cluckin' Right Chicken** - 645 S Federal Hwy: The new wings restaurant is making improvements to the exterior and interior. The improvements includes a distinctive building mural (photo attached).

6. PATCH:

Ongoing Programs Update

- The PATCH staff gave a fond farewell to the Lead Farm and Market Coordinator Mr. Leon Carroll who retired on January 6, 2023. Mr. Carroll was a founding member of the PATCH Advisory committee in 2013 when plans were made A to covert an abandoned piece of City Property into a Farm and Market. Mr. Leon remained at the PATCH first as a volunteer, and later as hired as staff, where he contributed daily to the development and enhancement of the PATCH. We congratulate him on his retirement and wish him all the very best as he proceeds on this new phase.

Recruitment for Mr Carroll's vacant position has started.

- The PATCH Community Supported Agriculture CSA Produce Box is scheduled to start soon and will run until April 2023.
- The PATCH is open for walk in purchases Monday to Friday, from 8:00am to 11:00am so residents will be able to obtain fresh produce on a daily basis. Online sales are continuing.

We will restart monthly events following the holidays.



RESPECT

INTEGRITY

STANDARD



MINUTES OF HYBRID MEETING
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
TUESDAY, DECEMBER 13, 2022 – 5:30 P.M.

1. Call to Order/Roll Call

Chair Ryan called the meeting to order at 5:33 p.m.

Present:

Chair:	A. J. Ryan IV
Vice-Chair:	Lori Lewellen
Board Members:	Joyce L. Davis Tamara James Marco A. Salvino, Sr.
Executive Director:	K. Michael Chen
City Attorney:	Eve Boutsis
CRA Secretary:	Thomas Schneider

2. Citizen Comments

There were no comments at this meeting.

3. Administrative Reports

3.1 Administrative Report

Director Chen reviewed the information included in the agenda packet, consisting of updates on the CRA/Incubator office at 25 N. Federal Highway, Dania After Dark, and Dania Beach: Honor the Legacy – Art in Public Places project (he recommended viewing of the name plaques at the beginning of Dania After Dark on January 14th).

Board Member James noted the MLK banquet is the same evening.

Director Chen responded Dania After Dark could be moved.

Vice-Chair Lewellen felt Dania After Dark should not be moved, but the name plaque viewing should be.

Discussion ensued about attending both events on the same night. The Board agreed to attending the DAD event then going to the MLK banquet on January 14th.

The Board agreed to the name plaque viewing at 5:00 p.m. before the January 10th CRA Board meeting.

Director Chen noted staff would like to schedule a 1½ to 2-hour Board workshop with VHB to get the Board's input to finalize the version of the CRA plan update to be proposed for adoption.

Discussion ensued and the Board agreed to hold a workshop on the CRA Plan update on January 12th at 5:00 p.m.

Director Chen continued with the administrative report with updates on economic development activities (BRAVO visits to businesses and market update/trends and CRA activities), and the PATCH.

4. Presentations

There were no presentations on the agenda.

5. Consent Agenda

Items Removed from Consent Agenda: 5.4, #5.5, #5.6

- 5.1 Minutes:
Approve Minutes of October 11, 2022 CRA Board Hybrid Meeting
- 5.2 Travel Requests: None
- 5.3 RESOLUTION NO. 2022-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.

Board Member James motioned to approve the Consent Agenda, with the exception of Items #5.4, #5.5 and #5.6; seconded by Board Member Salvino. The motion carried unanimously.

5.4 RESOLUTION NO. 2022-CRA-011

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY AND 4 DANIA BEACH HOLDINGS, LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Boutsis read the title of Resolution #2022-CRA-011.

Board Member James said this is the Celeste/Trion project and asked if they are requesting a 12-month extension. She is concerned about what they still have to do in those 12 months. She has received numerous calls regarding this project associated with the construction work at night. She wants to be sure this is not 12 more months of that activity.

Director Chen explained the developer said the project is 90-95% complete; the reason for the extension is they need time to get the Certificate of Occupancy. He addressed the other components needed to be completed.

Board Member James commented she understands the supply chain disruption, but she wants to be sure the residents are not impacted in a negative manner during the 12 months.

Director Chen said there are no alterations of their construction plans.

City Attorney Boutsis noted they cannot be making any exterior alterations, only interior ones.

Board Member Salvino commented they expected the CO by the end of the year. With the one-year extension, he felt we should not delay. We will not get any revenue from them for the next year, but they should not disrupt the neighborhood.

Board Member James motioned to adopt Resolution #2022-CRA-011; seconded by Vice-Chair Lewellen. The motion carried unanimously.

5.5 RESOLUTION NO. 2022-CRA-012

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (“CRA”) OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE A RENEWAL AGREEMENT FOR A SIX (6) MONTH PERIOD WITH ATLANTIC STUDIOS, INC. TO PROVIDE PRODUCTION AND MANAGEMENT SERVICES RELATED TO THE “DANIA AFTER DARK” EVENT FOR AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$58,800.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Boutsis read the title of Resolution #2022-CRA-012.

Vice-Chair Lewellen felt six months would be a long time for this. Lately, DAD feels like it is getting stale, and she thinks this is because of the promoter. We need an event like the tree lighting; it might be better to do this through Parks & Recreation rather than using a promoter. We could try this out and if it works, we could do it permanently.

City Manager Garcia noted even if we would go with another contractor, we would need time to go out for RFP. If any of our departments are not happy with a contractor, they hold them to a higher standard. She described the leadership of Parks & Recreation and said she would always be supportive if the Board chose to have the event handled by the City. She reiterated we would need time to put out an RFP.

Vice-Chair Lewellen felt the event is flat because of the promoter. If we cannot get someone else to do it, she would like to see it done in-house. It is a key event for the City, and she would like to see more people coming from everywhere.

City Manager Garcia addressed the importance of having themes and strategies and aligning the strategies with deliverables.

Vice-Chair Lewellen reiterated this is more a promoter thing; she wants to see it grow and be bigger. She noted the tree lighting was spectacular and she knows there are people in the department who specialize in this. This may be an opportunity to revisit this to see if it would be better somewhere else.

Board Member James agreed six months is too long. The event does not have the pizzazz it had; we need someone who specializes in this. She does not want to pull staff away since we are growing so much. She does not want Community Development and Parks to just do events. We may need to do a mid-year budget adjustment. She felt a month-to-month would be better than six months which may tie our hands. She favors seeing if there is competition out there now for a different type of promoter.

City Attorney Boutsis noted they are on their last extension. The Board could do a six-month extension, but it could be terminated in a month without cause.

Vice-Chair Lewellen said we probably need to hire someone with the City to have them under Parks & Recreation; a separate person or department working with the CRA to get it done.

Board Member Davis commented she does not want to rush and do it month-to-month and then it not be spectacular. She felt perhaps another workshop about DAD is needed as it is going to take months to get the vision clear so we can execute correctly.

Board Member Salvino said no one wants to turn around in 30 days. It would be nice, possibly at the next CRA meeting, to re-invent ourselves with DAD. We need to come back at the next meeting with a vision and we are paying \$10,000 per event. With that money, we pay for stages, etc. and collect for vendors, but we need a person to be the event coordinator. He felt we would be rushing it in 90 days.

Board Member James clarified her month-to-month suggestion was to not get stuck in the six months. For \$9,800, we definitely could hire a person to do both City and CRA events. The vision for DAD has been very clear and we need someone with a marketing background. She is okay with a workshop, but thinks we need to hold the people accountable for getting the job done. She is okay with six months with the ten-day clause to terminate.

Chair Ryan asked if we have had open discussion with the promoter about our concerns.

Director Chen responded yes, when we did the RFP and engaged this production manager, we talked about themes and providing a large tent and a higher level of entertainment. Through the City's BEAM team, we identified the City's monthly themes and we tried to incorporate this in

the DAD event. He agreed the event is tired and noted there are a lot of expenses that come out of the \$9,800 and he itemized the components.

Chair Ryan said the City did a great job with the creation of this event; the second Saturday is a solid time slot. New ideas need to be floated around about this and proposals. The beauty of it is the flexibility of it; we all want to see it succeed. We need to pivot and really discuss and make a change instead of just talking about it. He is not knocking the event; we are creating a tradition here. We need to encourage everyone to attend. He felt the six months is necessary and we should let the company know they are on notice and they need to work with us.

Director Chen noted one of the underlying purposes of holding an event like this is to bring people in to see the development and change; there will be things in the future for drawing people.

Board Member James motioned to adopt Resolution #2022-CRA-012; seconded by Board Member Salvino. The motion carried unanimously.

5.6 RESOLUTION NO. 2022-CRA-013

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA") OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CRA BOARD TO DELEGATE THEIR AUTHORITY TO THE EXECUTIVE DIRECTOR TO ESTABLISH MONETARY THRESHOLDS FOR CERTAIN PURCHASES AND PAYMENT DISBURSEMENT AUTHORIZATIONS; ALSO, ESTABLISHING THE PROCESS FOR PROCURING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Boutsis read the title of Resolution #2022-CRA-013.

Board Member James said she does not think the threshold should be \$50,000 as the CRA has a different budget and different responsibilities. She is not comfortable with authorizing \$50,000 before we know what is going on.

Vice-Chair Lewellen commented she is fine with being consistent across the board.

Director Chen noted it binds the CRA to City procurement policies.

Vice-Chair Lewellen added she is fine with it.

City Attorney Boutsis explained one reason this is on the agenda is that technically, she cannot find a document that authorizes the Director at the \$25,000 threshold. She would like a resolution for whatever amount the Board decides so we have our i's dotted and t's crossed.

Board Member Salvino asked if Director Chen could spend \$50,000 on something.

City Attorney Boutsis responded yes if he follows the proper procurement policies.

Board Member Salvino said he cannot see what expense would be \$50,000.

Director Chen noted he strictly follows purchasing policies; this would mirror City purchasing practices.

Board Member Salvino commented CRA purchases are not even close to City purchases. He needs a reason for why this should be raised to \$50,000 from \$25,000 and he does not want to hear so that it is the same as the City. He asked Director Chen what he has spent \$25,000 on.

Director Chen responded the need to document the purchasing authority and to establish a threshold came from the City Attorney.

Board Member James said she is okay with having the document but having it at a \$25,000 threshold.

Frank DiPaolo, Chief Financial Officer, explained how this came about; his department is the Finance Department for the City and the Finance Department for the CRA. The threshold for the CRA can be the same as or lower than the City, but not higher.

Board Member Salvino asked if it makes the procurement any easier to have it the same.

Chief Financial Officer DiPaolo said it definitely makes it easier and noted for as long as he has been here, there were items for \$6,000 coming to the Board for approval. He understands the need for latitude and discretion, but it is the Board's decision.

Board Member James said she would motion for a \$25,000 threshold.

Chair Ryan noted he favors \$50,000; purchases must go through the proper processes regardless.

Vice-Chair Lewellen motioned to adopt Resolution #2022-CRA-013; seconded by Board Member Davis. The motion carried unanimously.

6. Proposals and Bids

There were no proposals on the agenda.

7. Discussion and Possible Action

7.1 CRA Owned Properties

Director Chen reviewed the information included in the agenda packet regarding the three unbuildable properties: 524 NW 3 Terrace, Old Griffin Road, and 115 Phippen Waiters Road. He noted CRA staff is requesting Board approval to publish a public notice of its intent to sell the three unbuildable properties and bring the item back in February.

Board Member Salvino motioned to approve publication of a public notice of the CRA's intent to sell the three unbuildable properties at 524 NW 3 Terrace, Old Griffin Road, and 115 Phippen Waiters Road; seconded by Vice-Chair Lewellen. The motion carried unanimously.

8. Board Member Comments

Board Member James thanked Strategic Communications & Community Outreach Representative Kisha Eugene for her service to the CRA and the value she has given to the City. She added we are losing a quality employee and wished her the best of luck in her future endeavors.

Board Member Salvino said he would miss Kisha on the stage at all the events and he thanked her.

Vice-Chair Lewellen thanked Kisha for being our cheerleader.

Chair Ryan thanked Kisha for the great introduction and warm welcome she gave him.

9. Information Items

There were no items on the agenda.

10. Adjournment

Chair Ryan adjourned the meeting at 6:41 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

THOMAS SCHNEIDER, CMC
CRA SECRETARY

ARCHIBALD J. RYAN IV
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 THE PROPER CRA OFFICIALS TO EXECUTE THE FIRST RENEWAL OF AN EXISTING AGREEMENT FOR A ONE (1) YEAR PERIOD WITH REBUILDING TOGETHER BROWARD COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION, RELATING TO CONSULTING AND PRODUCTION SERVICES IN CONNECTION WITH THE “2023 AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION BEAUTIFICATION PROGRAM” IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Rebuilding Together Renewal 011023, R-2023- Rebuilding Together Broward County, Inc. First Renewal of Agreement for 2023 At Home Dania Beach Residential Revitalization Beautification Pro, Rebuilding Together Broward County Inc. Agreement for At Home Dania Beach Residential Revitalization Program (RFP CRA-21-012) executed, First Renewal Agreement for Rebuilding Together Broward County 2023, 2022-12 - Dania Beach First Renewal Proposal Rebuilding Together Broward County

MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members
From: Michael Chen, Executive Director
Date: January 10, 2023
Re: **Renewal Agreement with Rebuilding Together Broward County for the At Home Dania Beach Beautification Program 2023**

Background

Over the past three years, Rebuilding Together Broward County (Rebuilding) has improved 131 homes under our At Home Dania Beach Neighborhood Beautification Program with exterior painting and minor landscaping. Rebuilding has also assisted homeowners over the age of 60 with minor home repairs beyond their contract and at no cost to the City or CRA.

Following a Request for Proposal ("RFP"), Resolution No. 2021-CRA-008 was adopted to engage Rebuilding to continue providing residential revitalization services for the At Home Dania Beach Neighborhood Beautification Program. Over the past year, Rebuilding improved forty (40) eligible homes located within the Community Redevelopment Area. The current Rebuilding Agreement provides for three (3) optional one (1) year renewals.

Current

This one-year renewal Agreement and accompanying resolution engages Rebuilding to continue neighborhood revitalization services for another 40 homes located within the CRA area. Payment for these services shall be an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00).

Financial Impact

The project budget was increased from \$80,000.00 to \$120,000.00 because of the increased cost of construction and landscaping materials. Also, larger homes of 1,500 to 2,000 square feet are applying and qualifying for the program. This increase was expected and funding for this renewal was included in the FY2023 budget, account # 106-52-02-552-31-42.

Recommendation

The CRA recommends CRA Board approval to renew the Agreement with Rebuilding Together Broward County for one (1) year to perform residential revitalization services under the At Home Dania Beach Beautification Program in an amount not to exceed \$120,000.00.

Attachments: Initial Executed Agreement – October 1, 2021
Resolution for the First One (1) Year Renewal Agreement
First One (1) Year Renewal Agreement
Letter from Rebuilding Together Broward County

RESOLUTION NO. 2023-CRA-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), OF THE CITY OF DANIA BEACH FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE THE FIRST RENEWAL OF AN EXISTING AGREEMENT FOR A ONE (1) YEAR PERIOD WITH REBUILDING TOGETHER BROWARD COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION, RELATING TO CONSULTING AND PRODUCTION SERVICES IN CONNECTION WITH THE “2023 AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION BEAUTIFICATION PROGRAM” IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, following a Request for Proposal (“RFP”) process in 2021, the CRA Board adopted Resolution No. 2021-CRA-008 that selected Rebuilding Together Broward County, Inc. to provide residential revitalization services, such as exterior residential beautification and minor landscaping for forty (40) eligible homes located within the Community Redevelopment Area; and

WHEREAS, on October 1, 2021, the CRA entered into an Agreement with Rebuilding Together Broward County Inc.; and

WHEREAS, the initial Agreement provided for three (3) optional one (1) year renewals for the requested services, subject to the approval of the CRA and Rebuilding Together Broward County, Inc.; and

WHEREAS, Rebuilding Together Broward County, Inc. proposes to provide these services for 2023, under the first one-year renewal option, in an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00) subject to CRA Board approval; and

WHEREAS, the Executive Director of the Community Redevelopment Agency recommends that the existing Agreement with Rebuilding Together Broward County Inc., be renewed for a one (1) year period to commence on January 10, 2023, effective through January 9, 2024 or until the completion of the revitalization services on the forty (40) homes located within the CRA area, whichever comes first. A copy of the October 1, 2021 Agreement is attached as Exhibit “A”, and is made a part of and incorporated into this Resolution by this reference;

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

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

Section 2. That the proper CRA officials are authorized to execute the First Renewal to the Agreement dated October 1, 2021, which Agreement is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference and that the renewal period will begin on January 10, 2023 for a total not to exceed amount of One Hundred Twenty Thousand Dollars (\$120,000.00).

Section 3. That the funding for consulting services is planned and appropriated in the Fiscal Year 2022-2023 Community Redevelopment Agency Fund Professional Services Redevelopment Initiatives Account 106-52-02-552-31-42.

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

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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

PASSED AND ADOPTED on January 10, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CRA SECRETARY

ARCHIBALD J. RYAN IV
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

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

This is an Agreement (the "Agreement") entered into on October 1, 2021 by and between the Dania Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (the "CRA") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Rebuilding Together Broward County, Inc., a Florida Not For Profit Corporation (the "Contractor"), with a mailing address of 4836 NE 12th Avenue, Oakland Park, Florida, to perform minor exterior home improvements, safety upgrades, and beautification for forty (40) residential properties in the City of Dania Beach, Florida (the "City"), in connection with the CRA's "At Home Dania Beach Residential Beautification Program" (the "Program"). The City of Dania Beach, Florida (the "City") is not a party to this Agreement, but the parties agree that it has certain rights as expressed in this Agreement and that it is intended to be a third-party beneficiary of the covenants in this Agreement.

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

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

WHEREAS, the CRA Board adopted Resolution No. 2021-CRA-008 on August 24, 2021, to award a bid related to Request for Proposals (RFP No. CRA-21-012) to Rebuilding together Broward County, Inc. and

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

1. Scope of Services/Deliverables.

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

2. Term/Commencement Date.

This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2022, unless earlier terminated in accordance with Paragraph 8. The CRA Board has the sole option to renew the agreement annually for up to a maximum of three (3) additional one (1) year periods.

3. Compensation and Payment.

- 3.1 The Contractor shall be compensated a total of Eighty Thousand Dollars (\$80,000.00) for the "Program" payable in increments based on completion of tasks listed in Exhibit "A".
- 3.2 The Contractor shall invoice the CRA for two equal payments of \$40,000.00 (Forty Thousand Dollars) each. The first invoice shall be submitted after twenty (20) residential properties have been identified evaluated for eligibility, and a list of all properties are submitted to the CRA. The second and final invoice shall be submitted within two (2) weeks following the date of the 40th. beautification home has been completed, along with submission to the CRA of all 40 project records, files, photographs, and application document.
- 3.3 The CRA shall pay Contractor in accordance with the Florida Prompt Payment Act.
- 3.4 If a dispute should occur regarding an invoice submitted, the CRA Executive Director may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the CRA Executive Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the CRA Executive Director whose decision shall be final.

4. Subcontractors.

- 4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Program.
- 4.2 Any subcontractors used on the Program must have the prior written approval of the CRA Executive Director.

5. CRA's Responsibilities

The CRA will:

- a. Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Contractor, in possession of the CRA.
- b. Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services as may be requested in writing by the Contractor.

- c. CRA will provide for services including but not limited to police services, garbage pickup including bulk pickup, for the purpose of providing exterior improvements and repairs.
- d. CRA will assist with obtaining permits for the home repairs and payment of any permit and inspection fees related to the home repairs.
- e. CRA will assist with securing a central location within the selected neighborhood(s), at no cost to Contractor, which is to be utilized as a staging area for one Community Block Day, on a day and date to be determined and agreed upon by the CRA and Contractor. The site will be used as the event day headquarters. The location will be used for general set-up and staging, media, mobilization, volunteer coordination and breakfast/lunch distribution.

6. Contractor's Responsibilities

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

governmental authority.

7. **Conflict of Interest.**

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

8. **Termination.**

- a. The CRA Executive Director may terminate this Agreement upon thirty (30) days, written notice to the Contractor, or immediately with cause. Contractor may terminate this Agreement with thirty (30) days' written notice to the CRA.
- b. The Agreement may be terminated for convenience by CRA upon fifteen (15) days' advance written notice to the Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees, or payments.
- c. Upon receipt of the CRA's written notice of termination, Contractor shall stop work on the Program unless directed otherwise by the CRA Executive Director.
- d. In the event of termination by the CRA, the Contractor shall be paid for all work accepted by the CRA Executive Director up to the date of termination, provided that the Contractor has first complied with the provisions of Article 6.
- e. The Contractor shall transfer all books, records, reports, working drafts, designs, documents, maps, and data pertaining to the Program to the CRA, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the 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

are to be provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CRA before any policy or coverage is cancelled or restricted. Contractor shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including General Liability, and Workers' Compensation insurance as stated below:

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

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

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

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

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

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

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

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

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

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

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

10. Nondiscrimination.

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

11. Indemnification.

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

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

12. Notices/Authorized Representatives.

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

For the CRA:

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

For the Contractor:

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

13. Governing Law.

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

14. Attorney Fees and Waiver of Jury Trial.

14.1 All claims, counterclaims, disputes and other matters in question between CRA and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any

dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

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

15. Entire Agreement/Modification/Amendment.

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth in this Agreement.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing services to the CRA under this Agreement shall be the property of the CRA.
- 16.2 The CRA Executive Director or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- 16.3 The CRA may cancel this Agreement for refusal by the Contractor to allow access by the CRA Executive Director or her designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 All submissions become the property of the CRA and will not be returned to the Contractor. The CRA will hold all submissions in confidence unless otherwise required by law. The Contractor understands that the CRA is a

“public body” as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2)(a), and the related provisions of the Florida Public Records Law.

- 16.5 Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under the Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the CRA.
- 16.6 Upon request from the CRA custodian of public records, Contractor shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.7 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the CRA.
- 16.8 Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Contractor shall be delivered by the Contractor to the CRA Executive Director, at no cost to the CRA, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the CRA in a format that is compatible with the CRA’s information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.9 Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.
- 16.10 Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the CRA.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THE CONTRACT, THE CONTRACTOR MUST
CONTACT THE CRA CUSTODIAN OF PUBLIC RECORDS.**

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

17. Nonassignability, Sub-contractors

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

18. Severability

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

19. Independent Contractor

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

20. Compliance with Laws

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

21. Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this

Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions

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

23. Prohibition of Contingency Fees.

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

24. Counterparts

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

25. Extent of Agreement

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

26. Conflict

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

27. Binding Authority

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

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

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

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CRA BOARD CHAIR

Date: October 1, 2021

APPROVED FOR LEGAL FORM AND
CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

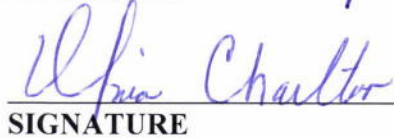
K. MICHAEL CHEN
CRA EXECUTIVE DIRECTOR



WITNESSES:


SIGNATURE

Alison Zachry
PRINT Name


SIGNATURE

Olivia Chaulton
PRINT Name

CONSULTANT:

**Rebuilding Together Broward County, Inc., a
Florida Not For Profit Corporation**


SIGNATURE

Robin Martin
PRINT Name

Executive Director
Title

9/13/2021
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, on September 13, 2021, by Robin Martin, as Executive Director of
Rebuilding Together Broward County Inc. He is personally known to me or has
produced as identification.

My commission expires:



NOTARY PUBLIC, State of Florida

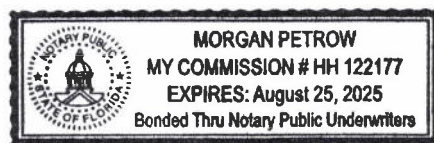


Exhibit A: Scope of Services
Professional Services Agreement between
Dania Beach Community Redevelopment Agency
and
Rebuilding Together Broward County, Inc.

Services

A. Minor home repairs based on a 25-point Health and Safety Assessment performed by Rebuilding Together Broward County, Inc., to provide minor exterior home improvements and beautification for forty (40) low to moderate income households to include elderly, veteran, and disabled homeowners residing within the Dania Beach CRA area. The properties selected for repairs will reflect clusters of homes spread across all CRA neighborhoods. Such improvements and safety upgrades will focus on painting and landscaping and may also include completing deferred health and safety maintenance home repairs, energy efficiency upgrades, or accessibility modification, at no cost to the homeowners.

B. Community Block Rebuild Event: Rebuilding Together Broward County, Inc. shall coordinate volunteers and sponsors for a minimum of one (1) Block Rebuild Event. Volunteers will perform minor home repair services including, but not limited to, exterior painting, landscaping, and general beautification activities within the Dania Beach CRA area. During the Community Block Rebuild Event, five (5) of the total forty (40) homes will be completed.

Term/Commencement Date

The Agreement becomes effective upon complete execution by both parties and will remain in effect until September 30, 2022.

Compensation and Payment

Rebuilding Together Broward County, Inc. shall be compensated a total of Eighty Thousand Dollars (\$80,000.00) for the "Program" payable in increments based on completion of tasks listed in Exhibit "A". The Contractor shall invoice the CRA for two equal payments of \$40,000.00 (Forty Thousand Dollars) each. The first invoice shall be submitted after twenty (20) residential properties have been identified, evaluated for eligibility, and a list of these properties are submitted to the CRA. The second and final invoice shall be submitted within two (2) weeks following the date of completion of the fortieth and final beautification project along with all project records, files, photographs and application documents.

**FIRST RENEWAL OF AGREEMENT BETWEEN THE DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY (“CRA”) AND
REBUILDING TOGETHER BROWARD COUNTY INC.**

This is the first Renewal of an Agreement (the “Renewal”), which Agreement dated October 1, 2021 (the “Agreement”) existed between the Dania Beach Community Redevelopment Agency, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (the “CRA”), with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Rebuilding Together Broward County Inc, a Florida Not For Profit Corporation. (the “Consultant”) with an address of 4836 N.E. 12th Ave., Oakland Park, FL 33334, to provide Residential Revitalization services such as exterior residential beautification and minor landscaping for forty (40) eligible homes in the Community Redevelopment Area.

The initial Agreement was dated October 1, 2021 and had a term of one year with an option to renew annually for up to a maximum of three (3) additional one-year periods. The parties wish to renew the Agreement. This will be the first renewal under this Agreement to provide Residential Revitalization services such as exterior residential beautification and minor landscaping for forty (40) eligible homes in the Community Redevelopment Area,

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

1. That the existing Agreement with Rebuilding Together Broward County be renewed for a period beginning January 10, 2023, up to and through, January 10 2024, for the provision of exterior residential beautification and minor landscaping for (40) eligible homes in the Community Redevelopment Area.
2. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations included in the Agreement.

3. That the terms and conditions of the Agreement dated October 1, 2021, will remain the same throughout the term of this renewal of it.
4. The cost of the one (1) year Renewal is for an amount not to exceed One hundred and twenty Thousand Dollars (\$120,000.00).

5. The Consultant agrees to perform consulting services in connection with the “Program”, in accordance with the Scope of Services, which is attached as Exhibit “A”, and made a part of and incorporated into this Renewal by this reference.
6. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on _____, 2023.

CRA:

ATTEST:

**DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

THOMAS SCHNEIDER, CMC
CRA SECRETARY

K. MICHAEL CHEN
EXECUTIVE DIRECTOR

APPROVED FOR LEGAL FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

WITNESSES:

CONSULTANT:

**REBUILDING TOGETHER
BROWARD COUNTY INC
A Florida Not For Profit Corporation**

Signature

By: _____

PRINT Name

PRINT Name

Signature

Title

PRINT Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____ 2023, by Robin Martin as Executive Director of Rebuilding Together Broward County. a Florida not for profit corporation, on behalf of the corporation. He 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 **Exhibit A: Scope of Services**

Services

A. Minor home repairs based on a 25-point Health and Safety Assessment performed by Rebuilding Together Broward County, Inc., to provide minor exterior home improvements and beautification for forty (40) low to moderate income households to include elderly, veteran, and disabled homeowners residing within the Dania Beach CRA area. The properties selected for repairs will reflect clusters of homes spread across all CRA neighborhoods. Such improvements and safety upgrades will focus on painting and landscaping and may also include completing deferred health and safety maintenance home repairs, energy efficiency upgrades, or accessibility modification, at no cost to the homeowners.

B. Community Block Rebuild Event: Rebuilding Together Broward County, Inc. shall coordinate volunteers and sponsors for a minimum of one (1) Block Rebuild Event. Volunteers will perform minor home repair services including, but not limited to, exterior painting, landscaping, and general beautification activities within the Dania Beach CRA area. During the Community Block Rebuild Event, five (5) of the total forty (40) homes will be completed.

Term/Commencement Date

The Agreement becomes effective upon complete execution by both parties and will remain in effect until January 10, 2024.

Compensation and Payment

Rebuilding Together Broward County, Inc. shall be compensated a total of One Hundred and Twenty Thousand Dollars (\$120,000.00) for the "Program" payable in increments based on completion of tasks. The Contractor shall invoice the CRA for two equal payments of \$60,000.00 (Sixty Thousand Dollars) each. The first invoice shall be submitted after twenty (20) residential properties have been identified, evaluated for eligibility, and a list of these properties are submitted to the CRA. The second and final invoice shall be submitted within two (2) weeks following the date of completion of the fortieth and final beautification project along with all project records, files, photographs and application documents.



Mission:

*Repairing Homes,
Revitalizing Communities,
Rebuilding Lives.*

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Miller Construction
Board Chair

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Elvira Smatt

Wells Fargo

Robin Martin

Executive Director

Rebuilding Together Broward County, Inc.
4836 NE 12th Ave., Oakland Park, FL 33334
Office: (954) 772-9945 | Fax: (954) 772-9946
www.rebuildingtogetherbroward.org
info@rebuildingtogetherbroward.org
EIN # 86-1065925

12/13/2022

K. Michael Chen
Executive Director
Dania Beach CRA
100 W. Dania Beach Boulevard
Dania Beach, FL

RE: Proposal for the First Renewal of the Rebuilding Together Broward County At Home Dania Beach Residential Beautification Program Agreement.

Dear Mr. Chen,

Please accept this letter as a formal request for a first renewal to our Agreement with the Dania Beach Community Redevelopment Agency (CRA) to provide Residential Beautification services for the At Home Dania Beach Program. Rebuilding Together Broward County will provide exterior painting and minor landscaping for forty (40) eligible homes in the Dania Beach Community Redevelopment Area.

Currently, the contract is for \$80,000 for 40 homes, averaging \$2,000 a home. With the size of homes getting bigger and the cost of materials going up, we are now spending significantly more to paint and landscape the homes. Due to these changes, we are requesting that the average home cost increase from \$2,000 to \$3,000.

We are very grateful for this partnership and together we will have improved 131 homes over the last three years and hosted hundreds of volunteers throughout the City of Dania to help impact and improve the homes and lives of senior homeowners.

Additionally, for everyone over 60 years of age, we always do a 25-point Health and Safety Priority check and provide home repairs and safety upgrades as needed. The repairs come at no cost to the City of Dania and help to leverage the impact of our Beautification program.

Enclosed you will find additional information concerning this request. If you require any additional information, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to be "Robin Martin", written over a light blue horizontal line.

Robin Martin
Executive Director

2022-2023 Proposal for the At Home Dania Beach Residential Beautification Program

Rebuilding Together's *Building A Healthy Neighborhood Program* concentrates our efforts to restore and preserve safe and healthy homes within a specific low-income neighborhood of need. Focusing in one community, in a block-by-block manner, creates momentum for a neighborhood to be transformed over time.

Working with the Dania Beach CRA, we work on homes within specific areas to provide minor home exterior beautification. This includes minor exterior improvements (facia board, concrete patches, etc.), pressure washing of the homes and exterior walkways, paint and minor landscaping. Additionally, we host at least one (1) Block Rebuild event to bring together volunteers and the community to work on a minimum of four (4) of the total homes.

Currently, the contract is for \$80,000 for 40 homes, averaging \$2,000 a home. With the size of homes getting bigger and the cost of materials going up, we are now spending significantly more to paint and landscape the homes. We want to keep the same quality of work as in the past and would like to continue the momentum of work at 40 homes throughout the City CRA area.

In the past to offset this, we have prioritized smaller homes first, but we are now forced to work on larger homes because there is a need. In the past, the size of homes have all been under 1,000 sq ft, but we are now seeing an average of over 1,500 sq ft and some as large as 2,000 sq ft.

Due to these changes, we are requesting that the average home cost increase from \$2,000 to \$3,000.

With the size of homes getting bigger and the cost of materials going up, we are now spending significantly more to paint and landscape the homes. The attached budget reflects the new average costs associated with the project per home.

Rebuilding Together Broward Budget

Average costs for all homes improved		Average Home	40 homes
Project Materials - Paint	\$	650.00	\$ 26,000.00
Project Materials - Plants/Mulch	\$	175.00	\$ 7,000.00
Project Materials - Facia Boards	\$	200.00	\$ 8,000.00
Project Materials - Supplies/Tools	\$	50.00	\$ 2,000.00
Skilled Labor (prep/paint)	\$	1,600.00	\$ 64,000.00
Client Outreach	\$	250.00	\$ 10,000.00
	\$	2,925.00	\$ 117,000.00

Additional Costs for Volunteer Project Day		Block Rebuild Homes	4 homes
Shirts	\$	285.00	\$ 1,140.00
Food (breakfast and lunch)	\$	240.00	\$ 960.00
Water and supplies	\$	50.00	\$ 200.00
Client/Volunteer Coordination	\$	130.00	\$ 520.00
Project Management	\$	240.00	\$ 960.00
	\$	945.00	\$ 3,780.00
TOTAL	\$	3,870.00	\$ 120,780.00

Average costs per home:	\$	3,019.50
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Similar Project Reference Information

Please see below examples of three (3) clients that we have recently provided similar services to as this RFP requires. As stated before, we can provide significantly more references, including over 80 Dania Beach residents that have received services over the last two (2) plus years. These clients are highlighted because they were two of the most recent and showcase our usage of volunteers for the project.

Project Reference #1

Client Name: Charlie Barnes

Contact Information: 754 422-7488

Address: 437 NW 14th Way, Fort Lauderdale 33311

Date of work: 5/22/2021

Scope of work: similar to this contract, the client's home received pressure washing, minor facia and crack repairs, paint and landscaping.

Volunteers: This project included over 30 volunteers from the community.



Project Reference #2

Client Name: Diane Randolph

Contact Information: 954-701-7713

Address: 433 NW 14th way, Fort Lauderdale 33311

Date of work: 5/22/2021

Scope of work: similar to this contract, the client's home received pressure washing, minor facia and crack repairs, paint and landscaping.

Volunteers: This project included over 30 volunteers from the community.



Project Reference #3

Client Name: Stephanie Thayer

Contact Information: 812-350-1104

Address: 129 NW 11th Ave, Dania Beach, FL 33004

Date of work: 11/28/2020

Scope of work: similar to this contract, the client's home received pressure washing, minor facia and crack repairs, paint and landscaping.

