

**AGENDA**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**REGULAR MEETING**  
**TUESDAY, DECEMBER 12, 2023 - 5:30 PM**

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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.

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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)

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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.

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IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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**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)

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## **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 - Executive Director Chen

#### **4. PRESENTATIONS**

#### **5. CONSENT AGENDA**

1. Minutes: November 14, 2023 CRA Board Meeting Minutes
2. Travel Requests: None.
3. RESOLUTION NO. 2023-CRA-\_\_\_\_\_

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.

#### **6. PROPOSALS AND BIDS**

#### **7. DISCUSSION AND POSSIBLE ACTION**

1. RESOLUTION NO. 2023-CRA-\_\_\_\_\_

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 WITH THE FRUITFUL FIELDS, INC TO PROVIDE OPERATIONAL SERVICES RELATED TO THE PATCH FOR AN AMOUNT NOT TO EXCEED SEVENTY-SEVEN THOUSAND, EIGHT HUNDRED, SIXTY-FIVE DOLLARS (\$77,865.00) PER YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

2. PATCH - General Discussion

#### **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: December 12, 2023  
Re: Administrative Report

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### 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:** We have worked with SCORE to provide a new Dania Beach Business Academy program – “REVENUE GENERATION”. The focus of the program is to teach our businesses how to generate more revenue. This program was promoted through city/CRA networks and the CRA network at AERO Partners. The dates and class topics were as follows:

Thu, Oct 12: Branding 101

Thu, Oct 19: A.I. Content Generator - How to Use AI in Your Marketing

Thu, Oct 26: Build & Improve Social Media Presence: Facebook, Instagram, YouTube, and Google

Thu, Nov 2: Upselling Strategies - Sell More, Make More

Every class in our 4-part series had over 100 participants and the third class had 174 participants. This reflects the highest attendance of any Academy series to date.

Students who attend all four classes in a series are considered Academy graduates. We had 13 graduates who will receive certificates.

### 2. HABITAT FOR HUMANITY BROWARD

At the October 10<sup>th</sup> CRA Meeting, the Board approved sale of the property located at 608 West Dania Beach Boulevard (Folio No. 5042 34 01 2520) to Habitat For Humanity

Broward (Habitat) by Resolution 2023-CRA-013, for development as a for-sale, multi-unit townhouse project as low-income affordable housing (80% AMI) and/or workforce affordable housing (120% AMI).

At the November 14 CRA Meeting, the Board was advised that in addition to the donation of the site (appraised at \$195,300) Habitat requested a substantial cash incentive as a condition to building the proposed townhouses. The CRA advised Habitat of the Board's rejection of the cash incentive. Habitat has withdrawn their RFP response.

The CRA is seeking direction on the following options:

- Contact the Florida Community Development Corp, the second and only other qualified RFP response, to determine their development concept and the terms and conditions associated with that concept; or
- Reject all responses to RFP NO. CRA-23-018 for 608 West Dania Beach Boulevard, Dania Beach, Florida for development as affordable housing and conduct another RFP process.
- Reject all responses to RFP NO. CRA-23-018 and terminate the RFP with no further action.

### **3. BROWARD COLLEGE ENTREPRENEURSHIP EXPERIENCE (BCEx)**

The 2023 Broward College Entrepreneurship Experience (BCEx) was held at the A. Hugh Adams Central Campus, on Thursday, November 30<sup>th</sup>. Talented Broward College students pitched their groundbreaking products. BC partners shared their initiatives to shape the entrepreneurial landscape in South Florida and commitment to entrepreneurship, economic growth, and community development shaping a vibrant future in South Florida.

### **4. COMMITTEE OF 100 OF HOLLYWOOD**

I was invited to speak at the November meeting of the Hollywood Committee of 100, held at Tropical Acres. Basically, my message was a summary of the historic growth and development within the CRA, our efforts to encourage and support affordable housing and neighborhood revitalization, and current initiatives such as the West 1<sup>st</sup> Avenue Visioning Plan and IP2Mkt Incubator.



DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY  
REGULAR MEETING MINUTES  
TUESDAY, NOVEMBER 14, 2023 – 5:30 P.M.

1. Call to Order/Roll Call

Chair Ryan called the meeting to order at 5:30 p.m.

Present:

|                     |                       |
|---------------------|-----------------------|
| Chair:              | Archibald 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:      | Elora Riera, MMC      |

2. Citizen Comments

None.

3. Administrative Reports

Executive Director Chen presented his administrative report that was provided to the Board in their packets. He touched on the following topics:

- Dania Beach Innovative Ecosystem – Dania Beach Business Academy Program and every class in our 4-part series had over 100 participants and the third class had 174 participants. This reflects the highest attendance of any Academy series to date.
- Habitat for Humanity – Habitat for Humanity is seeking \$350,000 in a cash subsidy for a reimbursement of the infrastructure work to be done.

Discussion ensued amongst the Commission regarding the request made by Habitat for Humanity, the options of the proposal and the second responsive bidder.

**After some discussion, there was consensus from the Commission to deny the cash incentive of \$350,000 and for Executive Director Chen to inform the Board of their response.**

City Attorney Boutsis informed that Boar that if the negotiations are terminated at that time then the resolution on the Commission agenda can be amended for the list of lands.

- Greater Ft. Lauderdale Alliance – Annual meeting took place on October 19<sup>th</sup>.
- Florida Redevelopment Association – Attended conference on October 25<sup>th</sup>.

#### 4. Presentations

None.

#### 5. Consent Agenda

##### 5.1 Minutes:

- October 10, 2023 Board Meeting

**Board Member James made a motion to approve the consent agenda. Vice Chair Lewellen seconded the motion which carried unanimously on voice vote.**

##### 5.2 Travel Requests: None

#### 6. Proposals and Bids

None.

#### 7. Discussion and Possible Action

##### 7.1 Dania Beach Clean Energy Industrial Park

Executive Director Chen introduced the item. He commented about a possible manufacturing opportunity with two companies on a potential site on two adjacent parcels of land on Griffin Road that are owned by Broward County and are not currently within the CRA.

Board Member Salvino commented that this is a lot of discussion for a property that the City does not own and given that it is not in the CRA district, the City should be doing the negotiations.

Vice Chair Lewellen agreed with Board Member Salvino. Her concern is not only that it is not in the CRA district but that there are applications for this without any consultation with the City first.

City Manager Garcia commented that she is all about teamwork and the greater good for the City. She is more than happy to help in any way she can, however, she is disappointed with the way she found out about this item. She said that it was disheartening that this was discussed and negotiated without her being involved when it is property outside of the CRA.

Board Member James commented that she does not understand how this could be presented to any county or board if the land is not owned by the City.

Discussion ensued regarding the fact that the land is not owned by the City and it is not in the CRA district.

Board Member Davis stated that she agreed with the comments made by the rest of the Board and said that she would consider this if there were for a property within the CRA district.

Chari Ryan commented that he is in favor of opportunities for the City, however he agrees that there is a protocol that needs to be followed for these types of projects.

No action was taken on this item.

## 7.2 Commercial Façade Grant – 225 SW 2<sup>nd</sup> Terrace

Executive Director Chen introduced the item.

Discussion ensued regarding the estimates on these bids being provided for review and how accurate the estimates being provided are.

**Vice Chair Lewellen made a motion to approve the item. Board Member James seconded the motion which carried 4-1 with Board Member Salvino voting no.**

## 7.3 Discussion and Approval of 2024 CRA Meeting Dates – *City Clerk*

City Clerk Riera introduced the item.

**Board Member Davis made a motion to approve the 2024 meeting dates. Vice Chair Lewellen seconded the motion which carried unanimously on voice vote.**

## 8. Board Member Comments

Board Member had nothing to report.

Board member James had nothing to report.

Board member Salvino had nothing to report.

Vice Chair Lewellen had nothing to report.

Chair Ryan commented on the PATCH and wanted to entertain discussion from the Board. After receiving information on the PATCH, feels that unfortunately it is not working.

Board Member James commented that she is still waiting for action from the master plan.

Chair Ryan commented that he does not believe that the PATCH is viable and feels that some kind of decision should be made or to suspend all operations on the PATCH now to save costs.

Board Member Salvino agreed with Chair Ryan suspend the PATCH and that the Board should come up with ideas for the future of it.

Board Member Davis stated that she would be in favor of discussing the different options with the Board. She would not want to see the PATCH completely go away and hopes that the Board can come up with some kind of compromise for it.

Vice Chair Lewellen commented that the sales and community engagement are very low. She is not in favor of the PATCH being removed completely but is in favor of suspending it for now to discuss the future of it further.

City Attorney Boutsis informed the Board that the PATCH is owned by the City and not the CRA.

**Board Member James made a motion and there was consensus from the Board to table this topic to the December 12, 2023 meeting.**

9. Information Items

None.

10. Adjournment

Chair Ryan adjourned the meeting at 6:59 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT  
AGENCY

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ELORA RIERA, MMC  
CRA SECRETARY

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ARCHIBALD J. RYAN IV  
CHAIR – CRA

Approved: November 14, 2023

## City of Dania Beach Memorandum

**DATE:** 12/12/2023

**TO:** Chair and Board Members

**FROM:** Michael Chen, Executive Director

**SUBJECT:** Real Time Marketing Group LLC Digital Media One Year Contract Renewal

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**Request:**

The CRA requests the approval of a one-year renewal of the RTMG agreement.

**Background:**

On November 29, 2018, the CRA executed an agreement with Real Time Marketing Group LLC (RTMG) for a three-year period. The Agreement provided an option to renew the 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 for the Dania Beach CRA District Redevelopment Activities through website updates and social media.**

- Service includes work and updates on the following CRA websites:

1. Dania Beach CRA.org
2. The PATCH Garden.com
3. Other CRA special event websites

- Social media consultation activities for Dania Beach CRA including:

1. Create promotional concepts, evaluate, and select tools for implementation,
2. Oversee and direct progress and ongoing activities to increase engagement.
3. Monthly promotion of specific CRA activities such as the IP2Mkt Incubator, Dania Beach Business Academy, Dania Beach CRA Beautification Program, and PATCH.
4. Develop 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.

Provides monthly/quarterly reports to measure digital success. Also provides advice on overall digital marketing and changes in digital services platforms.

**Budgetary Impact**

This renewal of the RTMG Agreement reflects a \$5,000.00 reduction from FY2023. RTMG's annual fee of \$29,724.00 was contemplated and included in the FY2024 CRA budget. The funding will come from CRA Account No. 106-52-02-552-31-41: Professional Services CRA - Marketing / PR.

**Recommendation**

The CRA recommends the approval of a one-year renewal of the RTMG agreement.

**RESOLUTION NO. 2023-CRA-\_\_\_\_\_**

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

**WHEREAS**, the CRA deems it in its best interest to retain RTMG as the Digital Marketing Consultant 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, 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 Twenty-Nine Thousand Seven Hundred and Twenty-Four Dollars (\$29,724.00).

**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 effective 10 days after passage.

**PASSED AND ADOPTED** on \_\_\_\_\_, 2023.

Motion by \_\_\_\_\_, second by \_\_\_\_\_

FINAL VOTE ON ADOPTION:

Board Member Joyce L. Davis \_\_\_\_\_

Board Member Tamara James \_\_\_\_\_

Board Member Marco Salvino \_\_\_\_\_

Vice Chair Lori Lewellen \_\_\_\_\_

Chair Archibald J. Ryan IV \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
ELORA RIERA, MMC  
CRA CLERK

\_\_\_\_\_  
ARCHIBALD J. RYAN IV  
CRA BOARD CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
EVE A. BOUTSIS  
CRA ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
REAL TIME MARKETING GROUP, LLC. (RTMG)**

**THIS AGREEMENT** is made as of \_\_\_\_\_, 2022 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 **(the “Consultant”)** having an address at 2772 Jordan Pointe Blvd, New Hill, NC 26562.

**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 wishes 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, 2023, with an option of the CRA to renew for one additional one (1) year period, 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 2023-2024.

3.2 The Consultant shall invoice the CRA upon the completion of each task or deliverable in accordance with the Project Schedule or monthly 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  
Real Time Marketing Group, LLC  
2772 Jordan Pointe Blvd  
New Hill, NC 26562

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](mailto:tschneider@daniabeachfl.gov)

**SIGNATURES ON THE FOLLOWING PAGES**

**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:

\_\_\_\_\_  
EVE A. BOUTSIS  
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 \_\_\_\_\_ 2022, 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
- Support destination loyalty by monitoring for and addressing comments in conjunction with team members
- Establish measurements with benchmarks and evaluate traffic to determine the successful direction of campaigns and recommended development for future digital marketing plans.
- 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.

### **2023/2024 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 2023-2024.**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
REAL TIME MARKETING GROUP, LLC. (RTMG)**

**THIS AGREEMENT** is made as of \_\_\_\_\_, 2023 by and between the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (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 (**Consultant**) having an address at 2772 Jordan Pointe Blvd, New Hill, NC 26562.

**WHEREAS** the Consultant and CRA, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for online marketing strategies and services to promote the CRA District (**Project**); and

**WHEREAS** the CRA wishes to engage the Consultant to perform the services specified below;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement 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 for one (1) year, with an option of the CRA to renew for one additional one (1) year period, 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: the Consultant shall be paid monthly at the rate of Two Thousand Four Hundred Seventy-Seven Dollars (\$2,477.00), in an amount not to exceed Twenty-Nine Thousand Seven Hundred and Twenty-Four Dollars (\$29,724.00) for the duration of this Agreement.

3.2 The Consultant shall invoice the CRA upon the completion of each task or deliverable in accordance with the Project Schedule or monthly 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 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 6.

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 oilier 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. **General liability insurance special provisions:**

- 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<br>Dania Beach Community Redevelopment Agency<br>100 West Dania Beach Boulevard<br>Dania Beach, FL 33004 |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------|

|                     |                                                                                                |
|---------------------|------------------------------------------------------------------------------------------------|
| For The Consultant: | Terra Spero<br>Real Time Marketing Group, LLC<br>2772 Jordan Pointe Blvd<br>New Hill, NC 26562 |
|---------------------|------------------------------------------------------------------------------------------------|

### **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**

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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 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 party that requires acts beyond the term of the Agreement 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.

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25.2 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.

25.3 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.

25.4 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.

25.5 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.

25.6 Upon completion of the contract or in the event of termination by either party, any or 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.

25.7 Any compensation due to Consultant shall be withheld until all records are received as provided in this Agreement.

25.8 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:    | Elora Riera, MMC, CRA Clerk                                                                     |
| Mailing Address:         | 100 W. Dania Beach Boulevard<br>Dania Beach, Florida 33004                                      |
| Telephone number: Email: | 954-924-9800, Ext. 3623<br><a href="mailto:eriera@daniabeachfl.gov">eriera@daniabeachfl.gov</a> |

**SIGNATURES ON THE FOLLOWING PAGES**

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

**DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

ATTEST:

BY: \_\_\_\_\_  
Elora Riera, MMC  
CRA Clerk

BY: \_\_\_\_\_  
Archibald J. Ryan, IV  
CRA Chairperson

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

BY: \_\_\_\_\_  
Eve A. Boutsis  
CRA Attorney

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

**CONSULTANT:**  
**REAL TIME MARKETING GROUP, LLC**  
A Florida Limited Liability Company

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE**

Terra Spiro  
**PRINT NAME**

Owner  
**TITLE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME**

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or online notarization, on \_\_\_\_\_, 2023, by Terra Spiro as Owner of REAL TIME MARKETING GROUP, LLC, a Florida Limited Liability Company. She is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Seal

\_\_\_\_\_  
Notary Public, State of North Carolina

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

**EXHIBIT "A"**  
**SCOPE OF SERVICES and DELIVERABLES**  
**REAL TIME MARKETING GROUP, LLC. (Consultant)**

**GOALS FOR ONLINE MARKETING STRATEGY**

- Increase awareness and buzz for the Dania Beach CRA District & Activities through social media.
- Educate the public on events, businesses, and 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.
- Support destination loyalty by monitoring for and addressing comments in conjunction with team members.
- Establish measurements with benchmarks and evaluate traffic to determine the successful direction of campaigns and recommend development for future digital marketing plans.
- Provide monthly/quarterly reports to measure digital success.

**APPROACH**

Most 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 recommendations for ongoing strategy. These approaches will continue to be cutting edge digital plans, that are award-worthy and award-winning!

**MARKETING SERVICES**

**1 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 agency.

**2 SOCIAL MEDIA CONSULTATION ACTIVITIES FOR DANIA BEACH CRA**

- Create strategies and post promotional materials for CRA and IP2Mkt cohorts, programs, and events.
- 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 and 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 recommendations for Instagram strategy.
- Assist with Instagram content when staff are unavailable or on vacation.

### **3 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.

### **4 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.

#### 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.

#### **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.



## City of Dania Beach Memorandum

**DATE:** 12/12/2023

**TO:** Chair and Board Members

**FROM:** Michael Chen, Executive Director

**SUBJECT:** PATCH - The Fruitful Fields, Inc.

---

### **Request:**

### **Background:**

The People's Access to Community Horticulture (PATCH™) was established in 2012 to create an environmentally and economically sustainable urban farm within the community, creating a network of secure healthy food sources of naturally grown vegetables and fruits. The description of the PATCH on its website is as follows:

#### *Welcome to **The Patch***

*To create an environmentally and economically sustainable urban farming system within the community, that creates a network of secure healthy food sources of naturally grown vegetables and fruits, while providing local jobs and vocational training in the sustainable agricultural industry to the residents of the community; welcoming all communities and individuals interested in urban farming.*

*The PATCH uses non-GMO/Certified Organic and Heirloom seeds only. The PATCH also uses pesticide-free fertilization practices and although we are not certified organic yet – our application is pending.*

The above description speaks to two primary goals:

- Creating a network of secure healthy food sources of naturally grown vegetables and fruits
- Providing local jobs and vocational training in the sustainable agricultural industry
- A third unstated goal was to eliminate a trash dump in the middle of a residential neighborhood.

Historically, the PATCH has been staffed by three part-time employees: a Lead Coordinator and two Coordinators. It has been challenging to find qualified people willing to do manual labor in the Florida heat and weather for part-time wages and benefits. To achieve its stated goal, the CRA wishes to improve operating efficiency, reduce the operating costs, and increase the productivity of the PATCH.

**Update:** Jaime Castoro, a long-term consultant to the PATCH and now the Executive Director of The Fruitful Fields, submitted a proposal for The Fruitful Fields (TFF) to provide comprehensive crop and farming strategies and the staffing necessary to operate and maintain the PATCH. Their proposal is for a 2-year contract at \$77,865.00 annually, payable in monthly installments. Bianca

would remain as our Lead Coordinator and oversee the on-site daily operations and services provided by TFF.

Jaime Castoro, as a sole proprietor, has been providing farming and crop management strategies to the PATCH for over nine years and Jaime Castoro is now the Executive Director of TFF, the only company in Broward County providing outsourced farming services for community gardens. The experience of Jaime Castoro and the unique services provided by TFF qualify them as a sole source vendor. Purchasing conducted a formal “Sole Source” process and no responses were received.

### **Budgetary Impact**

TFF’s annual fee of \$77,865.00 was contemplated and included in the FY2024 CRA budget and was discussed in our Budget Workshop. The funding will come from CRA Account No. 112-52-09-552-34-10: Contractual Services General - Fruitful Fields. Their fee is basically offset by the elimination of two part-time Coordinator positions and the elimination of the consulting agreement with Jaime Castoro as an individual – these savings are also reflected in the FY2024 CRA budget.

### **Recommendation**

If the Board decides to shut down all PATCH operations permanently or for an indefinite period of time, this service is not needed.

Currently, only Bianca, our Lead Coordinator and part-time position, is managing the PATCH with some intermittent assistance from Jaime Castoro. If the Board decides to restore and maintain the PATCH operations in a timely manner, the Fruitful Fields Agreement is critical, whether the PATCH remains at its current location or moves to another site in the future, the reasoning is as follows:

- Staying at the current location: TFF labor and farming expertise is needed to maintain, plant, harvest, and generally run the PATCH. Planted seedlings and hydroponic crops have already started and the PATCH is planning to initiate online sales in January.
- Moving to Stirling Rd: If moving the PATCH is approved, it will be at least 4 – 6 months for the move. Absent an ongoing operation in the meantime, the current site will quickly become overgrown with weeds. Currently operating equipment such as the hydroponic systems, sprinkler valves/switches, solar panels, A/C units, etc. are at risk of total loss. Planted seedlings and hydroponic crops are movable and will accelerate the productivity of the new site. It will require labor and planning to prepare our existing equipment and systems for the move. Finally, planning, preparing, and setting up the move of the PATCH to the new location will require the manpower and expertise of Bianca and TFF.

The CRA recommends Board approval of The Fruitful Fields Agreement.

## **RESOLUTION NO. 2023-CRA-\_\_\_\_\_**

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 WITH THE FRUITFUL FIELDS, INC TO PROVIDE OPERATIONAL SERVICES RELATED TO THE PATCH FOR AN AMOUNT NOT TO EXCEED SEVENTY-SEVEN THOUSAND, EIGHT HUNDRED, SIXTY-FIVE DOLLARS (\$77,865.00) PER YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the People’s Access To Community Horticulture (PATCH™) was established in 2012 to create an environmentally and economically sustainable urban farm within the community, creating a network of secure healthy food sources of naturally grown vegetables and fruits; and

**WHEREAS**, the CRA wishes to improve the operating efficiency, reduce the operating costs, and increase the productivity of the PATCH; and

**WHEREAS**, Jaime Castoro, as a sole proprietor consultant, has been providing farming and crop management strategies to the PATCH for over nine years; and

**WHEREAS**, Jaime Castoro is now the Executive Director of The Fruitful Fields, the only company in Broward County providing outsourced farming services for community gardens; and

**WHEREAS**, purchasing conducted a formal “Sole Source” notice process, which closed on November 15, 2023 and received no vendor responses establishes The Fruitful Fields as a sole source vendor; and

**WHEREAS**, the CRA believes that engaging The Fruitful Fields is the most efficient and cost effective way to operate the PATCH and achieve its goal of producing healthy food sources of naturally grown vegetables and fruits for the community.

**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 CRA Board authorizes the proper CRA officials to execute an agreement with the Fruitful Fields, Inc to provide farming and operational services to the PATCH

in an amount not to exceed Seventy-Seven Thousand, Eight Hundred, Sixty-Five Dollars (\$77,865.00) annually, payable in equal monthly installments.

**Section 3.** Funding will come from CRA Account No. 112-52-09-552-34-10: Contractual Services General - Fruitful Fields.

**Section 4.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 5.** That this Resolution shall be effective 10 days after passage.

**PASSED AND ADOPTED** on \_\_\_\_\_, 2023.

Motion by \_\_\_\_\_, second by \_\_\_\_\_

FINAL VOTE ON ADOPTION:

Board Member Joyce L. Davis \_\_\_\_\_

Board Member Tamara James \_\_\_\_\_

Board Member Marco Salvino \_\_\_\_\_

Vice Chair Lori Lewellen \_\_\_\_\_

Chair Archibald J. Ryan IV \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
ELORA RIERA, MMC  
CRA CLERK

\_\_\_\_\_  
ARCHIBALD J. RYAN IV  
CRA BOARD CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
EVE A. BOUTSIS  
CRA ATTORNEY

**AGREEMENT BETWEEN  
THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY  
AND  
THE FRUITFUL FIELDS, INC.**

This is an Agreement (Agreement) entered into on October 10, 2023, by and between the DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes (CRA) with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and THE FRUITFUL FIELDS, INC., a Florida not-for-profit corporation, with an address of 100 NE 44 Street, Pompano Beach, Florida 33064 (Contractor), to perform farming activities, crop and growing strategies, marketing services, and maintenance services for the CRA's urban garden, "People's Access to Community Horticulture" (PATCH™). The City of Dania Beach, Florida (City) is not a party to this Agreement, but the parties agree it has rights as expressed in this Agreement and is intended to be a third-party beneficiary of this Agreement.

In consideration of the 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 Work**

The Contractor agrees to perform the Scope of Work, which is attached as Exhibit "A", and made a part of and incorporated into this Agreement by this reference.

**2. Term/Commencement Date**

This Agreement shall become effective upon execution by both parties and shall remain in effect for two (2) years unless earlier terminated in accordance with Paragraph 8. The CRA will have the option to extend the Term of this Agreement for two additional two (2) year periods ("Option Period") provided that the CRA notifies the Contractor in writing at least three (3) months prior to the expiration of the Term., with an escalator of two (2) percent, per each renewal period.

**3. Compensation and Payment**

3.1 The Contractor shall be compensated a total of \$77,865.00 per year, payable in twelve (12) monthly installments of \$6,488.75.

3.2 The Contractor shall invoice the CRA monthly within the last ten (10) days of each month for the following month's services.

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 final decision will be final.

#### **4. Subcontractors**

4.1 The Contractor shall be responsible for all payments to staff and/or any subcontractors engaged by it to perform the services described in the Scope of Work (Exhibit A) and shall maintain responsibility for all work related to the services.

4.2 The CRA Executive Director reserves the right to approve or reject any subcontractors used for the performance of services.

#### **s. CRA's Responsibilities**

The CRA will:

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

5.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services.

#### **6. Contractor's Responsibilities**

The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Scope of Work as ordinarily provided by a contractor under similar circumstances. If at any time during the term of this Agreement, it is determined that the Contractor's services are unsatisfactory or fail to conform to the Scope of Work, upon written notification from the CRA Executive Director, the Contractor shall at Contractor's sole expense, immediately correct the work.

#### **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 contracting services to any private sector entities, developers, corporations, real estate investors, etc., regarding any issues adversarial to the CRA. For the purposes of this section "adversarial" shall mean any development application where the City of Dania

Beach, Florida or CRA staff recommends denial or denied an application, administrative appeal, or court action in which the City or 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 Contractor, or immediately for cause. Contractor may terminate with ten (10) days' written notice to the CRA.

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

8.3 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 the Contractor has first complied with the provisions of Paragraph 8.4.

8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Event 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.

At all times Contractor shall provide, pay for, and maintain in force during the term of this Agreement, such insurance, including General Liability, Workers' Compensation and Automobile Liability 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 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 in the A.M. Best Guide. If 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 term of this Agreement, 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 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 if 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 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);
- 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. Employers' Liability Part B with minimum limits of no less than One Hundred Thousand Dollars (\$100,000.00), each accident.

9.3.4. Automobile Liability with minimum limit of Five Hundred Thousand Dollars (\$500,000.00) combined single limit.

9.3.5. 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 names.

**9.3.6. In no event shall the Contractor be permitted to utilize in the delivery of the services, the following:**

- i) Any employee, subcontractor, or subcontractor employees, 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.**

**to. 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 City, the CRA, 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 City and the CRA for all 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 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

**With a copy to:**                **Eve Boutsis, City Attorney**  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004

**For The Contractor:**        **Jaime Castoro, Executive Director**  
The Fruitful Field  
100 NE 44th St.  
Pompano Beach, FL 33064

## **13. Governing: Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in the Circuit Court of Broward County, 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 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 document 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 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 ("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 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 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 his 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 is aware 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 Agreement, and following

completion of the Agreement 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, 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 Agreement or in the event of termination by either party, any or all public records relating to the contract in the possession of the Contractor shall be delivered by the Contractor to the 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 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 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 Agreement 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: ELORA RIERA, MMC, CRA SECRETARY**

Mailing Address: 100 W. Dania Beach Boulevard  
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: [eriera@daniabeachfl.gov](mailto:eriera@daniabeachfl.gov)

## **17. Non-assignability**

This Agreement shall not be assignable by Contractor unless such assignment is first approved in writing by the CRA Executive Director. The CRA is

relying upon the qualifications and personal expertise of the Contractor, and such firm'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 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 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 this Agreement.

**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, shall survive termination of the Agreement, and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**23. Prohibition of Contingency Fees**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide

employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**24. Counterparts**

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

SIGNATURES ON THE FOLLOWING PAGES

IN **WITNESS OF THE FOREGOING**, the parties have executed this Agreement on \_\_\_\_\_, 2023.

**CRA:**  
**DANIA BEACH COMMUNITY**  
**REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
ELORA RIERA, MMC  
CRA CLERK

\_\_\_\_\_  
ARCHIBALD J. RYAN IV  
CRA BOARD CHAIR

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
EVE A. BOUTSIS  
CRA ATTORNEY

\_\_\_\_\_  
K. MICHAEL CHEN  
CRA EXECUTIVE DIRECTOR

**CONSULTANT:  
THE FRUITFUL FIELDS, INC**

Print Name:

Title:

Address:

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2023, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ ☐ who is personally known to me or ☐ who has produced Florida Driver License #  
\_\_\_\_\_ as identification.

(Seal)

Notary Public:

Print Name:

State of Florida at Large

My Commission Expires:

## MEMORANDUM

To: Dania Beach Community Redevelopment Agency Chair, Vice Chair, Board Members  
From: Michael Chen, Executive Director  
Date: December 12, 2023  
Re: PATCH – General Discussion.

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**Background:** The PATCH™ was established in 2012. The description of the PATCH on its website is as follows:

*To create an environmentally and economically sustainable urban farming system within the community, that creates a network of secure healthy food sources of naturally grown vegetables and fruits, while providing local jobs and vocational training in the sustainable agricultural industry to the residents of the community; welcoming all communities and individuals interested in urban farming.*

The PATCH was established with three primary goals:

- Creating a network of healthy food sources of naturally grown vegetables and fruits
- Providing local jobs and vocational training in the sustainable agricultural industry
- To eliminate a trash dump in the middle of a residential neighborhood.

There has been a lot of discussion about the PATCH and its potential relocation for the past year. Below is a milestone schedule of PATCH discussions and events:

- July 14, 2022: CRA Board directed to include a Master Plan Overview of the PATCH as part of the CRA Plan update.
- March 14, 2023: CRA Plan update was adopted with the PATCH Master Plan Overview.
- April 1 – May 14: Kathleen was acting CRA Director. (M Chen was on FMLA leave.)
- April 12: Prolific amounts of rain caused flash flooding and crippled the southeast coast of Florida, including the cities of Fort Lauderdale, Hollywood, and Dania Beach. Sporadically, abnormally heavy rain continued through April and May.
- May: Our Lead Coordinator, Bianca, worked with volunteer groups to clean up the damage and moved the undamaged crops to higher/dryer ground. Seven pounds of salvaged crops were donated to the Saratoga Crossings
- June 1: Bianca harvested all remaining undamaged produce and brought it to City Hall for distribution to City employees. With no crops to sell and the ongoing hazard of the cleanup, the PATCH was closed to the public.
- July 11: At the CRA Budget Workshop, the extent of flood damage and the cost of fixing some of the operating systems (e.g. sprinklers) was discussed. Moving the PATCH to 1399 Stirling Road was discussed. The CRA was directed to explore the options.
- October 10: Board approved initiating a public notice/RFP for the current PATCH site. Due to the City ownership of the current PATCH site, the City Attorney determined the **approval to initiate a public notice/RFP for needs to come from the Commission.**

### **Locational Options:**

- **Current - 1201 W Dania Beach Blvd:** The City-owned property includes two platted parcels (NBHD-RES) and an unvacated right-of-way, encompassing 1.038-acre (approx. 80 ft X 590 ft) previously used as a dump site for trash.
- **Potential – 1399 Stirling Road:** City-owned site is comprised of two parcels, one of which spans the east and west sides of the canal. The site on the west side has 25,809sf and on the east side has 86,754sf (9,995sf and 76,759sf), all zoned OS (Open Space). **This site is not currently in the CRA** (see map below).



**PATCH Master Plan:** VHA submitted two proposals to change the Scope of Work on the CRA Plan update to include an expanded PATCH. The deliverables of both proposals included conceptual design plans; however, Proposal 2 was more of a use analysis without the technical data required to estimate the cost or financial viability of the conceptual plans.

- Proposal 1 (\$35,500) is a more extensive analysis, including ALTA survey, topographic survey, geotechnical borings, phase-1 / 2 environmental assessments.
- Proposal 2 (\$5,500) is a strategic overview recognizing the observed site challenges.

It was already recognized that the site has environmental, boundary, and flooding issues, therefore the Board chose Proposal 2 rather than to pay for the engineering fees (\$27,000) to confirm and quantify the already known issues.

Section 4.9 of the CRA Plan update included the focused PATCH Conceptual Plan. A copy of Section 4.9 is attached.

### **Recommendation:**

1. Continue exploring the opportunities of the Stirling Road site and the potential alternative use(s) for the current location.
2. Continual operating the PATCH at the current location while exploring the relocation options.
3. Approve The Fruitful Fields Agreement (separate agenda item).



# Community Redevelopment Plan Update

## Dania Beach CRA

January 2023

Approved by the Dania Beach Community Redevelopment Agency by Resolution No. R-2023-CRA-005, on March 14, 2023.

Adopted by the Dania Beach City Commission by Resolution No. R-2023-029, on March 14, 2023.

## 4.9 Dania Beach PATCH Garden

During the CRA Plan process, the CRA requested additional analysis relating to the PATCH, its publicly-owned urban agriculture produce garden. The PATCH promotes People's Access To Community Horticulture.

The PATCH is located within the Sun Garden Isles sub-area and occupies a 1.038-acre City-controlled property that was previously used as an informal dump site for trash. The property is generally located north of West Dania Beach Blvd. between NW 1<sup>st</sup> Street (north) and West Dania Beach Blvd. (south) near the NW 13<sup>th</sup> Avenue intersection. The property includes two platted parcels and right-of-way. Broward County Property Appraiser website parcel data identifies:

*Table 4.9-1 The PATCH Property Parcel Data*

| Parcel #     | Square Feet   | Acres       | Zoning         | Primary Allowable Uses                                                                 |
|--------------|---------------|-------------|----------------|----------------------------------------------------------------------------------------|
| 504233000440 | 23,087        | 0.53        | NBHD-RES       | Single Family Detached City Uses, Community Garden/Urban Farm, Accessory Uses          |
| 504234530021 | 3,006         | 0.069       | NBHD-RS*       | Multi-Family, but Undevelopable City Uses, Community Garden/Urban Farm, Accessory Uses |
| Right-of-Way | 22,150        | 0.508       | Not Identified | Not Identified                                                                         |
| <b>TOTAL</b> | <b>48,243</b> | <b>1.11</b> |                |                                                                                        |

The PATCH was conceived as a way to aid in the community's elimination of blighted conditions and to improve community health through access to locally grown fresh produce. It was co-funded by the Dania Beach CRA, the City of Dania Beach, Broward Regional Health Planning Council (BRHPC), and U.S. Department of Agriculture grants.

*Figure 4.9-1 The PATCH Raised Garden Beds*



The BRHPC provided the initial \$35,000 grant from the Broward Regional health Planning Council. The community garden was proposed in the CRA's Economic Development Strategic Blueprint. In 2022, Spirit Airlines Charitable Foundation provided a \$20,000 grant to support the garden's efforts. Headquartered in Dania Beach, Spirit is committed to inspiring change in the communities where they live and work.

The PATCH is currently open from 8:00 A.M. to 11:00 A.M. for regular onsite shopping. People can also order online. A standard order sheet can be submitted by 8:00 P.M. Monday evening for 10:00 A.M. to 11:00 A.M. Wednesday pick-up.

There are many opportunities for volunteers at the garden. Volunteers assist by planting, mulching, spreading dirt, weeding, cutting grass, and cleaning. Additionally, community assistance program uses, including EBT/SNAP, receive a 50 percent reduction on orders. The garden provides a paid subscription bi-monthly service program for Customer Supported Agriculture CSA produce boxes. Produce is provided to senior organizations for distribution and provides educational tours and partnership programs. Additional information and online order forms can be found at: [www.thepatchgarden.com](http://www.thepatchgarden.com).

*Figure 4.9-2 Volunteers at The PATCH*



Through the coordinated efforts of volunteers and organizations, the PATCH grew to provide many community benefits to Dania Beach. These benefits were substantially affected during the past two years as a result of the pandemic social distancing requirements. Regular access and community events were eliminated. Online ordering has become the norm. The return to regular operations is emerging, and volunteerism is growing monthly through the summer of 2022.

As part of this planning exercise, a review meeting was held on July 21, 2022, with PATCH program representatives, CRA and City staff, and the consultant team to identify key features and program needs for the facility. Part of the analysis relates to the physical land and other aspects of site usage and opportunities to re-emerge from the recent conditions.

*Figure 4.9-3 PATCH Stakeholder Meeting*



#### 4.9.1 The PATCH Inventory and Analysis Plan

The PATCH Inventory and Analysis Plan is presented in

**Figure 4.9-4.** It includes site observations, reviews, and commentary on the existing conditions occurring on the property. See Appendix D for plan enlargements.

A key identified issue is the underlying ownership and occupation of lands. It appears that portions of the garden improvements exist outside of City controlled property. A preliminary review of desktop public domain parcel data identifies that the community garden and garden patches number 2, 4, 6, and portions of 8 appear to be located on the privately owned Sun Garden LTD residential development (Parcel #50423530010). The existing garden improvements encroach approximately 25 feet along the common property line.

The ownership limits should be confirmed through a Florida Professional Land Surveyor-created boundary survey and legal description. The surveyor should complete a title search and possibly include an ownership and encumbrance report to formally define city ownership. If the survey verifies encroachment on private property, then a possible specific use easement may possibly be negotiated with the private owner. If not desired, the movement of existing garden improvements should be relocated from the affected area.

Typical vehicular access to the PATCH Garden occurs from West Dania Beach Blvd. The existing gravel cell porous pavement parking lot was to provide access without requiring substantial stormwater treatment for paved surfaces. There is no paved connection between West Dania Beach Boulevard sidewalks and the paved Shade Pavilion event area.

ADA-compliant parking space(s) and a sidewalk path are needed to provide convenient access to the public garden facilities. Existing site grades appear to be able to accommodate a minor pavement addition along the west side of the parking. Adjustment of wheel stop locations and addition of ADA signage will be needed.

The northern end of the PATCH Garden is an open space with a paved entrance to NW 1<sup>st</sup> Street. Large equipment vehicular access is allowed to the garden and should be retained. Existing grades are lower than surrounding parcels and routinely collect stormwater during rain events. The PATCH has previously used the open space area for youth activities during community events.

### Potential Residential Use

There is an ongoing community discussion regarding the possible redevelopment of portions of the PATCH for affordable housing. A preliminary review identifies the property's geometry, low elevation, and existing zoning as potential obstacles that would need to be addressed to allow future residential use.

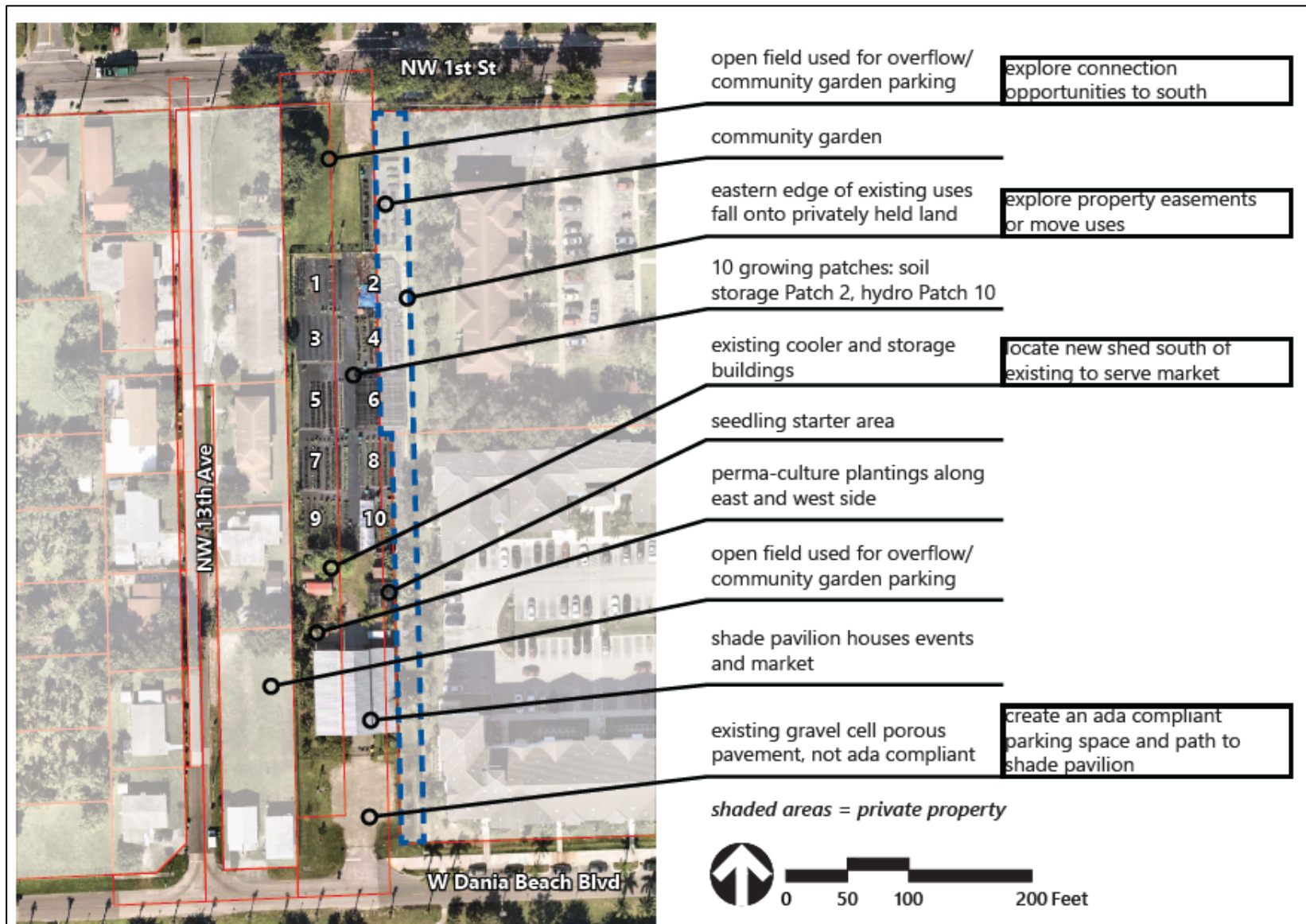
The site's geometry isn't easily developed with market real building types, and a custom product may be required – likely adding to the overall expense. This future residential redevelopment may be limited to single-family. The overall garden property limits measure approximately 75 feet (east-west) by 600 feet (north-south). The city development standards require a minimum 75-feet-wide by 100-feet-deep lot. Multi-family standards require a minimum 100-feet-wide by 100-feet-deep lot that would not be attainable.

Placement of any residence along the NW 1<sup>st</sup> Street frontage would remove large vehicle equipment access to the garden and limit continued co-use operations.

The existing site sits at approximately elevation 6.0 and is mapped as Flood Zone AH requiring flood insurance. Generally, the property sits below most of the surrounding properties, and the surrounding neighborhood drains westward 900 feet to the Hollywood Canal. The noted exception is the adjacent single-family residence at the southwest corner of the garden, which is lower. Redevelopment of the property for an alternate use would require placement of fill and potentially flood plain compensation.

The Dania Beach CRA may also consider having the Florida Professional Land Surveyor complete similar services for all parcels and the public right-of-way occupation to verify any title obligation and ownership throughout the garden limits. These materials may be needed for any future property disposition decisions.

Figure 4.9-4 PATCH Inventory and Analysis Plan

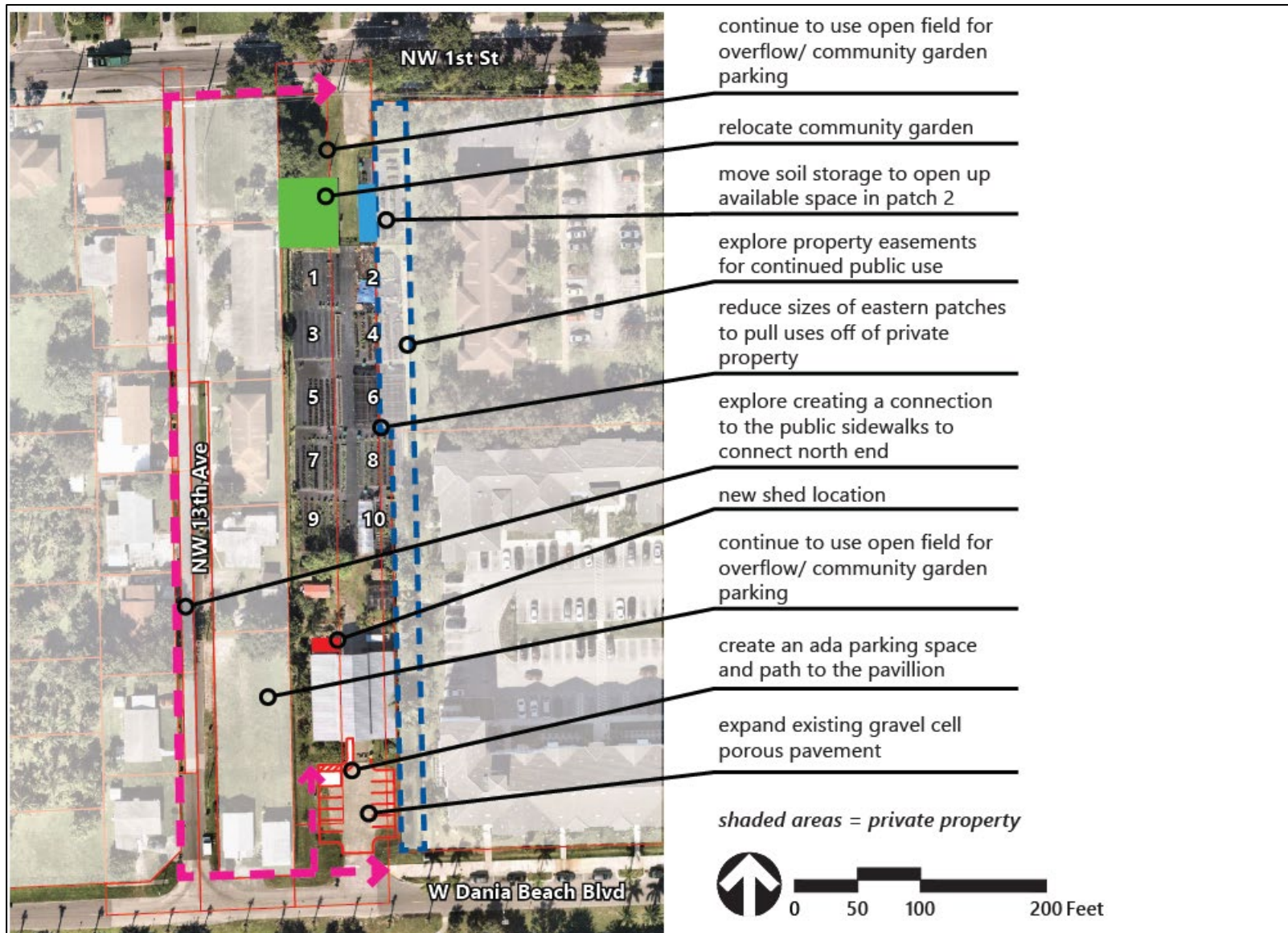


#### 4.9.2 The PATCH Master Plan

The PATCH Master Plan exhibit was created and summarizes the issues heard during the July 2022 listening session and provides remedies to underlying land ownership conditions and other recommendations. The plan includes the following major recommendations:

- ◆ Remedy the property ownership conflict through the creation of an easement and/or shift of existing PATCH improvements onto City-owned lands.
- ◆ Extend West Dania Beach Boulevard sidewalks to the west, and install new sidewalks along NW 13<sup>th</sup> Avenue to connect to NW 1<sup>st</sup> Street.
- ◆ Install a paved ADA sidewalk connection from West Dania Beach Boulevard to the existing paved shade pavilion.
- ◆ Support partnerships to re-activate access and delivery to locally produced products and resell approved food items.
- ◆ Support, market, and promote Green Annex to educate students and residents throughout Dania Beach about sustainable “green” practices and the PATCH program.
- ◆ Promote the PATCH Farmers Market now provides access to nutritionally rich foods at more affordable prices than neighborhood supermarkets.

Figure 4.9-5 PATCH Master Plan



## 4.10 Goals, Objectives, and Strategies

The Dania Beach CRA should continue to recognize the unique characteristics and redevelopment needs contained within the sub-areas. A variety of policy and program approaches have previously been identified in past plans through extensive community engagement and public discourse. These activities should continue to be supported and prioritized for implementation based on available funding.

For the purposes of the Dania Beach CRA, the following represents categories of government policy approaches that could be considered for the purposes of supporting the identified sub-area needs.

### **Goal 4.1 – Continue to Implement the Past Dania Beach CRA Plan’s (2004, 2009, & 2015 editions) Approved Goals, Objectives, and Strategies.**

#### **Objective 4.1.1 – Implement, Monitor, and Align Past Goals, Objectives, & Strategies with an Annual 5-Year Prioritized Work Program**

##### Potential Strategies

- 4.1.1.1 – Routinely Meet with Sub-Area Representatives to Increase Communications and Understanding of Important Issues
- 4.1.1.2 – Create a 5-Year Prioritized CRA Work Program With Dedicated Funding
- 4.1.1.3 – Align the CRA Work Program Annually Based Upon Existing Conditions, Local Opportunities, and Available Funding

#### **Objective 4.1.2 – Support and Operate the PATCH Neighborhood Garden**

##### Potential Strategies

- 4.1.2.1 – Remedy the Property Operation Issues by Repositioning Existing Grow Patches and Improvements off of Private Property.
- 4.1.2.2 – Extend West Dania Beach Boulevard sidewalks to the west, and install new sidewalks along NW 13<sup>th</sup> Avenue to connect to NW 1<sup>st</sup> Street.
- 4.1.2.3 – Install a paved ADA sidewalk connection from West Dania Beach Boulevard to the existing paved shade pavilion.
- 4.1.2.4 – Support partnerships to re-activate access and delivery to locally produced products and resell approved food items.

- 4.1.2.5 – Support, market, and promote Green Annex to educate students and residents throughout Dania Beach about sustainable “green” practices and the PATCH program.
- 4.1.2.6 – Promote the PATCH Farmers Market as providing access to nutritionally rich foods at more affordable prices than neighborhood supermarkets.
- 4.1.2.7 – Use multiple media applications to increase resident awareness of facility, programs, and activities.
- 4.1.2.8 – Outreach with local businesses and organizations to establish and maintain public/private partnerships in produce contracting, volunteerism, and funding support.
- 4.1.2.9 – Seek grant sources that will assist in a return to pre-pandemic operations and increase facility offerings.

### **Benchmarks**

The Dania Beach CRA should collect, review, and publish data annually on the status of strategies and success or realignment as needed. The following are potential benchmarks where annual datasets exist, and baseline comparisons can be tracked to measure the annual change in conditions.

- ◆ Number of Monthly Visitors
- ◆ Monthly Total Sale Volume and Revenues
- ◆ Number of Monthly Volunteers
- ◆ Number and Amount of Agency Grants
- ◆ Number and Amount of Corporate Sponsorships