

AGENDA
COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING
TUESDAY, JANUARY 9, 2024 - 5:30 PM

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

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

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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

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

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

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

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

1. CALL TO ORDER/ROLL CALL

2. CITIZENS' 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. CRA Administrative Report - *CRA Executive Director*

4. PRESENTATIONS

1. Rebuilding Together Broward 2023 Recap by Executive Director of Rebuilding Together Broward, Robin Martin

5. CONSENT AGENDA

1. Minutes: December 12, 2023 CRA Regular Board Meeting
2. Travel Requests: None
3. Renewal Agreement with Rebuilding Together Broward County for the At Home Dania Beach Beautification Program 2024

6. PROPOSALS AND BIDS: None

7. DISCUSSION AND POSSIBLE ACTION: None

8. BOARD MEMBER COMMENTS

9. INFORMATION ITEMS: None

10. ADJOURNMENT

City of Dania Beach Memorandum

DATE: 1/9/2024

TO: Chair and Board Members

FROM: Michael Chen, Executive Director

SUBJECT: CRA Administrative Report

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 another Dania Beach Business Academy program – “FIRST TIME HOMEBUYER”. The target dates for the series will be March, 2024. The focus of the program is to help prospective homebuyers to be successful in the challenging South Florida real estate market and provide information on low-income housing programs in Broward County. This program will be promoted through city/CRA networks and the CRA network at AERO Partners. The class topics will be as follows:

Home Buying in South Florida
Financing Your Home Purchase
Credit Repair and Tips on Saving Enough for the Purchase
Broward County Housing Programs and Habitat For Humanity Broward

2. RECRUITMENT FOR AN EXECUTIVE ASSISTANT

In November 2023, Human Resources initiated the recruitment process for a CRA Executive Assistant. This full-time position is basically the combined replacement of Kha’s part-time Administrative Specialist position and Kisha’s full-time Strategic Communications position, as discussed in the FY2024 CRA Budget process. The recruiting process started in early November and concluded in Early December. HR advised that we received over 100 applications. After screening for qualifications, HR provided seven

applications for my review. From those applications, four people were selected for interview. The interview panel included me, Christine Lottier from the Manager's office, and Claudia Sanchez from HR.

The interview panel unanimously selected Denise Greenstein. Ms. Greenstein worked for the City of Ft Lauderdale for the past 18 years in various senior administrative positions, including Executive Assistant for the Director of Planning and most recently, the Administrative Supervisor in the City Manager's Office. Ms. Greenstein's start date is January 22nd and I will introduce her at the February CRA Meeting.

3. PATCH

In our various discussions about the status of the PATCH, I have advised the Board that my standing directions to the PATCH has been clean up from the storm damage, assist with the replacement of the sheds and equipment condemned by the April storm damage (moving in/out of the files, equipment, and supplies), weed/maintain the garden, seek and manage volunteer groups, and re-establish crops in areas not requiring significant capital repairs. Since April, this work has been done by Biancamaria Bacarossi, our part-time Lead Coordinator, with occasional assistance from Jaime Castoro, our farming consultant.

Bianca and Jaime were interviewed by VHB that served as the basis of the PATCH Master Plan included in the adopted CRA Plan Update. In addition to the daily maintenance of the PATCH, Bianca and Jaime assisted with creating the comparative analysis of the current PATCH location versus the proposed new location. Bianca has created a schematic plan for the proposed PATCH site on Stirling Road.

At the December 12th CRA Meeting, the Board directed for a Workshop meeting to be set up to discuss the future location of the PATCH – a tentative schedule has been set for February 5th. Also, I advised the Board that the PATCH has restored limited crop production and have the ability to make online sales starting in January.

Request: The CRA requests Board approval for the PATCH to re-start online sales pending direction for the future location of the community garden.



DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY
REGULAR MEETING MINUTES
TUESDAY, DECEMBER 12, 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.
City Attorney:	Eve Boutsis
Executive Director:	K. Michael Chen
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 Business Academy program
- Habitat for Humanity withdrawing their RFP response given the rejection of the additional cash incentive. There are three options for moving forward:
 - Contacting the other qualified and responsive bidder
 - Rejecting all responses to the RFP and conduct another RFP process
 - Reject all responses to RFP NO. CRA-23-018 and terminate the RFP with no further action.

Vice Chair Lewellen stated that she would be in favor of option two or three.

Board Member James Board Member James commented that she is in favor of rejecting the bids and going out for bid again.

Vice Chair Lewellen made a motion to reject all responses to RFP NO. CRA-23-018 and wait six months to see what happens with the interest rates before going back out for bid. The motion was seconded by Board Member James which carried unanimously on voice vote.

- 2023 Broward College Entrepreneurship Experience (BCEx)
- Speaker of Committee of 100 of Hollywood

Board member James asked for an update on the satellite office and Executive Director Chen responded that the office is open and they are recruiting for positions.

Discussion ensued regarding selling one window facing office at the satellite building to the Dan Marino Foundation. Executive Director Chen commented that discussions need to be had with the landlord before anything is done.

4. Presentations

None.

5. Consent Agenda

5.1 Minutes:

- November 14, 2023 Board Meeting

Vice Chair Lewellen requested to pull item 5.3.

Board Member James made a motion to approve the consent agenda minus item 5.3. Vice Chair Lewellen seconded the motion which carried unanimously on voice vote.

5.2 Travel Requests: None

5.3 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.

This item was pulled for discussion.

Vice Chair Lewellen commented that she pulled the item because she saw that there was a list of duties but did not see any advertising. Executive Director Chen stated that the company posts on our websites and social media outlets. The renewal is \$29, 724 which is a \$5,000 reduction from the prior year.

Board member Salvino stated that the last post on Facebook was on October 30th.

Discussion ensued amongst the Board regarding the lack of posting being done on the social media platforms.

Board Member Salvino suggested accepting the one year renewal but to monitor it on a monthly basis.

City Attorney Boutsis suggested a month-to-month option and to negotiate with the company for better services.

Board Member James also suggested that the company come to an upcoming meeting to hear the Boards expectations and for them to explain what their objectives are.

Board member James made a motion to approve the item on a month-to-month basis and negotiate for better services and for the company to come to a future meeting to hear the expectations of the Board. Board Member Davis seconded the motion which carried unanimously on voice vote.

6. Proposals and Bids

None.

7. Discussion and Possible Action

7.1 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.

This item was heard after item 7.2.

City Attorney Boutsis read the title of the resolution.

Board Member James made a motion to approve the item. Board Member Salvino seconded the motion.

Vice Chair Lewellen stated that funds keep being put into the PATCH that cannot sustain itself. She is not in favor of putting additional funds into the PATCH and believes that this needs to be discussed at the City Commission level with city staff first. She would also like to see what the

options are as far as the value of the property, what other ideas there are for that particular property and actually moving the PATCH to a different location.

Board Member Salvino commented that he is not in favor of the \$70,000 but would be in favor of \$5,000 for a month to see what can be done in that timeframe.

Board Member Salvino rescinded his motion.

Board Member James made a motion to approve the item. Board Member Davis seconded the motion. The motion failed 3-2 with Board Member Davis and Board Member James voting yes and Board Member Salvino, Vice Chair Lewellen and Chair Ryan voting no.

Discussion ensued regarding the future of the PATCH.

Chair Ryan commented on the idea of keeping the PATCH at its current location and opening a PATCH in another location as well and making it a hybrid with different opportunities such as a walking path, exercising area or garden.

Board member James commented that she would like a joint workshop with City staff and CRA Board and to also invite Fruitful Fields, the Lead Coordinator of the PATCH and the Parks and Recreation staff. There was consensus from the Board.

7.2 PATCH - General Discussion

This item was heard before item 7.1.

Board Member Salvino commented that they need to determine what is going to be done with the PATCH before any other decisions are made.

Executive Director Chen stated that at the last meeting, the Board directed staff to put out an RFP and notice to solicit proposals for the existing location, however, the existing location is owned by the City. Therefore, the City Commission would need to give that direction to City staff.

Board Member James commented that the first discussions that the Board had were to determine if they were going to close the PATCH, keep the PATCH open or move the PATCH. She also wanted to ensure that the City is not financially liable for any decisions made. She commented that she would like to keep the PATCH where it is and is okay with temporarily closing it if it is necessary.

Executive Director Chen provided an updated on the status of the PATCH and commented that the biggest operational effort at the PATCH has been to clean up the mess that was left from the April and May flooding. Since this conversation has been under exploration, his direction to the PATCH has been to create a strategic plan to utilize the resources that are available but not to do so with major Capital expenses. Some of the raised beds and hydroponics are functional, however, they are not doing large scale farming.

To answer Board Member Davis's question, Executive Director Chen stated that the PATCH is currently being maintained and operated by one part-time person.

Discussion ensued regarding what could be moved from the current PATCH location if it were to be moved to a new location and that seedlings and plants have been started in the hydroponic system.

Board Member Davis commented that she would like to see what Fruitful Fields can do over a six month period and do a reassessment at that time.

8. Board Member Comments

Board Member Davis, Board Member James, Board Member Salvino and Vice Chair Lewellen had no comments.

Chair Ryan commented that the Board is making moves and they're getting closer and not everything is easy, and some things take time. The workshop is a great idea and he is looking forward to it.

9. Information Items

None.

10. Adjournment

Chair Ryan adjourned the meeting at 6:44 p.m.

ATTEST:

COMMUNITY REDEVELOPMENT
AGENCY

ELORA RIERA, MMC
CRA SECRETARY

ARCHIBALD J. RYAN IV
CHAIR – CRA

Approved: January 9, 2024



City of Dania Beach Memorandum

DATE: 1/9/2024

TO: Chair and Board Members

FROM: Michael Chen, Executive Director

SUBJECT: Renewal Agreement with Rebuilding Together Broward County for the At Home Dania Beach Beautification Program 2024

Request:

The CRA requests Board approval for the second renewal of the Rebuilding Together contract to improve 40 houses in the CRA during 2024.

Background:

Over the past four years, Rebuilding Together Broward County (Rebuilding) has improved 170 homes under our At Home Dania Beach Neighborhood Beautification Program with exterior painting and minor landscaping. Rebuilding has also assisted more homeowners with minor home repairs beyond their contract and at no additional cost to the City or CRA.

Following a Request for Proposal (“RFP”), Resolution No. 2021-CRA-008 was adopted on October 1, 2021, to engage Rebuilding to provide residential revitalization services for the At Home Dania Beach Neighborhood Beautification Program. The initial Rebuilding Agreement provides for three (3) optional one (1) year renewals. The First Renewal Agreement with Rebuilding Together Broward County, Inc. was approved by the CRA by Resolution #2023-CRA-001 on January 10, 2023.

Current

This one-year renewal Agreement and accompanying resolution engages Rebuilding to continue neighborhood revitalization services for another 40 homes located within the CRA area.

Payment for these services shall be an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00).

Budgetary Impact

The proposed 2024 contract for the improvement of forty (40) houses in the CRA is \$120,000.00, the same as the 2023 contract price.. This expense was expected and funding for this renewal was included in the FY2023/24 budget, account # 106-52-02-552-31-42.

Recommendation

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

Attachments:

Initial Executed Agreement – October 1, 2021

Resolution for the Second One (1) Year Renewal Agreement

Second One (1) Year Renewal Agreement

RESOLUTION NO. 2024-CRA-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”), OF THE CITY OF DANIA BEACH FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE THE SECOND RENEWAL OF AN EXISTING AGREEMENT FOR A ONE (1) YEAR PERIOD WITH REBUILDING TOGETHER BROWARD COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION, RELATING TO CONSULTING AND PRODUCTION SERVICES IN CONNECTION WITH THE “2024 AT HOME DANIA BEACH RESIDENTIAL REVITALIZATION BEAUTIFICATION PROGRAM” IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the first renewal of the agreement for the Rebuilding Together Broward County, Inc. requested service was approved by the CRA by Resolution #2023-CRA-001 on January 10, 2023; and

WHEREAS, Rebuilding Together Broward County, Inc. proposes to provide these services for 2024, under the second one-year renewal option, in an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00) subject to CRA Board approval; and

WHEREAS, the Executive Director of the Community Redevelopment Agency recommends that the existing Agreement with Rebuilding Together Broward County Inc., be renewed for a one (1) year period to commence on January 9, 2024, effective through January 8, 2025 or until the completion of the revitalization services on the forty (40) homes located within the CRA area, whichever comes first. A copy of the October 1, 2021 Agreement is attached as Exhibit “A”, and is made a part of and incorporated into this Resolution by this reference.

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

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

Section 2. That the proper CRA officials are authorized to execute the Second Renewal to the Agreement dated October 1, 2021, which Agreement is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference and that the renewal period will begin on January 9, 2024 for a total not to exceed amount of One Hundred Twenty Thousand Dollars (\$120,000.00).

Section 3. That the funding for consulting services is planned and appropriated in the Fiscal Year 2023-2024 Community Redevelopment Agency Fund Professional Services Redevelopment Initiatives Account 106-52-02-552-31-42.

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

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

Section 6. That this Resolution shall become effective within ten (10) days of its passage and adoption.

PASSED AND ADOPTED on January 9, 2024.

Motion by _____, second by _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

SIGNATURE PAGE TO FOLLOW

ATTEST:

ELORA RIERA, MMC
CRA CLERK

ARCHIBALD J. RYAN IV
CRA BOARD CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

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

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

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

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

1. That the existing Agreement with Rebuilding Together Broward County be renewed for a period beginning January 9, 2024, up to and through, January 8, 2025, for the provision of exterior residential beautification and minor landscaping for (40) eligible homes in the Community Redevelopment Area.

2. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

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

3. That the terms and conditions of the Agreement dated October 1, 2021, will remain the same throughout the term of this renewal of it.

4. The cost of the one (1) year Renewal is for an amount not to exceed One hundred and twenty Thousand Dollars (\$120,000.00).

5. The Consultant agrees to perform consulting services in connection with the “Program,” in accordance with the Scope of Services, which is attached as Exhibit “A,” and made a part of and incorporated into this Renewal by this reference.

6. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on _____, 2024.

ATTEST:

**CRA:
DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

ELORA RIERA, MMC
CRA SECRETARY

K. MICHAEL CHEN
EXECUTIVE DIRECTOR

APPROVED FOR LEGAL FORM AND CORRECTNESS:

EVE A. BOUTSIS
CRA ATTORNEY

CONSULTANT:
REBUILDING TOGETHER BROWARD
COUNTY, INC
A Florida Not For Profit Corporation

SIGNATURE

Robin Martin
PRINT NAME

Executive Director
TITLE

DATE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or online notarization, on _____, 2024, by Robin Martin as Executive Director of **REBUILDING TOGETHER BROWARD COUNTY, INC, a** Florida Not For Profit Corporation. e is personally known to me or has produced _____ as identification.

Notary Seal

Notary Public, State of Florida

Printed Name of Notary

My Commission Expires:

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

Services

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

B. Community Block Rebuild Event: Rebuilding Together Broward County, Inc. shall coordinate volunteers and sponsors for a minimum of one (1) Block Rebuild Event. Volunteers will perform minor home repair services including, but not limited to, exterior painting, landscaping, and general beautification activities within the Dania Beach CRA area. During the Community Block Rebuild Event, a minimum of three (3) of the total forty (40) homes will be completed.

Term/Commencement Date

The Agreement becomes effective upon complete execution by both parties and will remain in effect until January 8, 2025.

Compensation and Payment

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

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

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

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

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

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

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

1. Scope of Services/Deliverables.

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

2. Term/Commencement Date.

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

3. Compensation and Payment.

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

4. Subcontractors.

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

5. CRA's Responsibilities

The CRA will:

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

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

6. Contractor's Responsibilities

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

governmental authority.

7. **Conflict of Interest.**

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

8. **Termination.**

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

9. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Nondiscrimination.

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

11. Indemnification.

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

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

12. Notices/Authorized Representatives.

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

For the CRA:

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

For the Contractor:

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

13. Governing Law.

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

14. Attorney Fees and Waiver of Jury Trial.

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

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

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

15. Entire Agreement/Modification/Amendment.

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

16. Ownership and Access to Records and Audits.

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

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

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

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

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

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

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

17. Nonassignability, Sub-contractors

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

18. Severability

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

19. Independent Contractor

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

20. Compliance with Laws

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

21. Waiver

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

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

22. Survival of Provisions

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

23. Prohibition of Contingency Fees.

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

24. Counterparts

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

25. Extent of Agreement

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

26. Conflict

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

27. Binding Authority

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

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

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

THOMAS SCHNEIDER, CMC
CRA SECRETARY

TAMARA JAMES
CRA BOARD CHAIR

Date: October 1, 2021

APPROVED FOR LEGAL FORM AND
CORRECTNESS:

THOMAS J. ANSBRO
CRA ATTORNEY

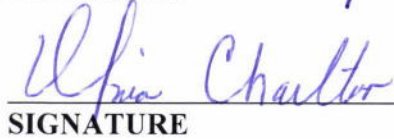
K. MICHAEL CHEN
CRA EXECUTIVE DIRECTOR



WITNESSES:


SIGNATURE

Alison Zachry
PRINT Name


SIGNATURE

Olivia Chaulton
PRINT Name

CONSULTANT:

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


SIGNATURE

Robin Martin
PRINT Name

Executive Director
Title

9/13/2021
Date

STATE OF FLORIDA
COUNTY OF BROWARD

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

My commission expires:



NOTARY PUBLIC, State of Florida

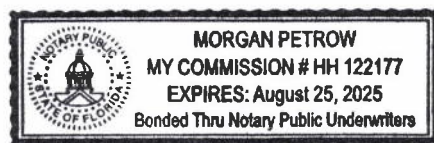


Exhibit A: Scope of Services
Professional Services Agreement between
Dania Beach Community Redevelopment Agency
and
Rebuilding Together Broward County, Inc.

Services

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

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

Term/Commencement Date

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

Compensation and Payment

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