



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, OCTOBER 22, 2024 - 7:00 PM

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

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL 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 CITY COMMISSION
OF THE CITY OF DANIA BEACH, FLORIDA:**

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CITY COMMISSION AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CITY COMMISSION, MUST FIRST BE REGISTERED WITH THE CITY CLERK (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBERS AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE COMMISSION ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE MAYOR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE COMMISSION FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY 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 MAYOR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION 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 MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

- 1. CALL TO ORDER/ROLL CALL**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS AND SPECIAL EVENT APPROVALS**

1. Introduction of Broward County School Board Member-Elect Maura Bulman - *Sponsored by Commissioner James*
2. Presentation to Commissioner Tamara James - *Sponsored by Mayor Ryan*
3. Request for Proclamation Approvals:
 - National Domestic Violence Awareness and Prevention Month - October 2024 - *Sponsored by Commissioner Davis*
 - Breast Cancer Awareness Month - October 2024 - *Sponsored by Commissioner James*
4. Retroactive Approval - Key to the City - Presented to Tyler Huntley 10-17-2024 - *Sponsored by Mayor Ryan*
5. Recognition of Emily Daycock - 3rd Annual Dania Pointe 5K Fun Run Under the Sun - First Place Female - *Sponsored by Commissioner Davis*

4. PROCLAMATIONS

1. Red Ribbon Week - October 23-31, 2024 - *Sponsored by Mayor Ryan*
2. Breast Cancer Awareness Month - October 2024 - *Sponsored by Commissioner James*
3. National Domestic Violence Awareness and Prevention Month - October 2024 - *Sponsored by Commissioner Davis*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders:
 - November 18, 2024 Organizational Meeting - 5:15 p.m.
 - November 18, 2024 CRA Board Meeting - 6:15 p.m.
 - November 18, 2024 Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

7. 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.

8. CONSENT AGENDA

1. Minutes: October 7, 2024 City Commission Regular Meeting Minutes
2. Travel Requests: None.
3. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AND FINAL ONE (1) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH BEACH RAKER, LLC, FOR BEACH CLEANING SERVICES, WHICH SERVICES SHALL NOT EXCEED THE ANNUAL AMOUNT OF ONE HUNDRED SIX THOUSAND TWO HUNDRED DOLLARS (\$106,200.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Parks and Recreation*)

4. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), TO PROVIDE FOR FUNDING FOR THE SW 34 TERRACE DRAINAGE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

5. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE AMENDED PARKS AND RECREATION SCHEDULE OF FEES AND CHARGES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE (*Parks and Recreation*)

6. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXTENSION OF AN AGREEMENT WITH ADVANCED DATA SOLUTIONS INC. UNDER THE CITY OF FORT LAUDERDALE SOLICITATION NO. 12696-535 FOR THE PURCHASE OF SCANNING SERVICES, AND TO EXCEED THE ANNUAL VENDOR TOTAL

AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

9. BIDS AND REQUESTS FOR PROPOSALS: None.

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None.

11. FIRST READING ORDINANCES: None.

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE PUBLIC ART ADVISORY BOARD, BY AMENDING CHAPTER 28, ENTITLED THE “LAND DEVELOPMENT CODE”, BY AMENDING SECTION 811-130, ENTITLED “PUBLIC ART ADVISORY BOARD,” TO CLARIFY BOARD TERMS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

13. DISCUSSION AND POSSIBLE ACTION: None.

14. APPOINTMENTS

1. Education Advisory Board - 1 vacancy
- Vice Mayor Lewellen

15. COMMISSION COMMENTS

1. Commissioner Davis
2. Commissioner James
3. Commissioner Salvino
4. Vice-Mayor Lewellen
5. Mayor Ryan

16. ADJOURNMENT



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic them in; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration Agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim October 23-31, 2024, 2024, as

Red Ribbon Week

in the city of Dania Beach and urge all citizens to join me us this special observance.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

Requested by
Commissioner Tamara James

WHEREAS, October is National Breast Cancer Awareness Month, which is an annual campaign to increase awareness of the disease and the importance of screening and early detection; and

WHEREAS, during National Breast Cancer Awareness Month, we honor those we have lost, lend our strength to those who carry on the fight, and pledge to educate ourselves and our loved ones about this tragic disease; and

WHEREAS, there have been great strides in combating the devastating illness of breast cancer, which is the second most diagnosed form of cancer in the United States; and

WHEREAS, death rates from breast cancer have been declining, and this change is believed to be the result of earlier detection and improved treatment; and

WHEREAS, though the exact causes of breast cancer are unknown, understanding its risk factors is essential to prevention; and

WHEREAS, those who have a personal or family history of breast cancer are among those at greater risk of developing the illness; and

WHEREAS, early detection and getting recommended screening mammograms to help to detect breast cancer early is key in the fight against breast cancer; and

WHEREAS, this month, we stand with those who have been affected by breast cancer, and we recognize the ongoing efforts of dedicated advocates, researchers, and health care providers who strive each day to defeat this terrible disease.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim October, 2024, as

National Breast Cancer Awareness Month

in the city of Dania Beach and encourage everyone to educate themselves of the risk factors and get the recommended screenings.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

Requested by
Commissioner Joyce L. Davis

WHEREAS, domestic violence is a pervasive issue that transcends all ethnic, racial and socioeconomic boundaries, and it is a pattern of behavior involving physical, emotional, sexual or economic abuse perpetrated by an intimate partner; and

WHEREAS, the home, a place intended to be a sanctuary, is often the site of domestic violence, making it a hidden crime with devastating impacts on individuals, families, and communities right here in our own city; and

WHEREAS, each year in the United States, more than 10 million women and men experience physical abuse by their intimate partner, and 90% of children of domestic violence victims are eyewitnesses to these attacks, which may be a major precursor to fatalities from child abuse and neglect in the U.S.; and

WHEREAS, October is designated as National Domestic Violence Awareness Month to raise awareness about this critical issue, encourage prevention efforts and support survivors; and

WHEREAS, our law enforcement officers and victim advocates are committed to creating a safe and supportive environment for all residents and to working collaboratively with community partners to prevent domestic violence and provide support to survivors.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim October, 2024, as

National Domestic Violence Awareness Month

in the City of Dania Beach and do express our sincere appreciation for those committed to promoting peace and preventing domestic violence in our community.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: October 22, 2024

To: Mayor A. J. Ryan IV
Vice Mayor Lori Lewellen
Commissioner Joyce L. Davis
Commissioner Tamara James
Commissioner Marco A. Salvino, Sr.

From: Ana M. Garcia, ICMA-CM, City Manager

Subject: Manager's Report

The Executive Director of the Broward County Planning Council has reached out to me (see letter included) regarding the Recertification of our Future Land Use Element Text. It's official our request for 4,000 new RAC units has been approved with an official date of October 14, 2024. We can now begin to accept applications.

The DAD Oktoberfest was a great success despite the weather! It's amazing how beer makes people so happy even in the pouring rain! We checked in 80% of the more than 800 people who pre-purchased tickets! Kudos to Cassi, Ashley and our Parks and Recreation Team, to Public Services for assisting in the set up and to our PIO/ Marketing Director for publicizing our event. Our Parks and Recreation senior team added new elements and enhanced the set up. The collection with 3 Sons Brewery was tremendous for the 120th and the brew was a true "outside of the box" initiative. Additionally, the VIP tent was amazing. Director Cassi met with me this week and we are already planning to make Oktoberfest 2025 our best yet!

The final elements of the IT Parker Community Center Renovation project are being completed and we are looking at November 18th to hold a very special and significant ribbon cutting ceremony. We look forward to our seniors being back this December and to so many future events and activities at the new and improved IT Parker Center.

The SE Drainage Project is officially under construction and as of Tuesday, October 15th, 200 linear feet of pipe have been installed. We will continue to keep you updated.

We officially closed on our Historic \$30 million storm water revenue bond that is funding the SE Drainage Project. Kudos to Chief Financial Officer Frank, Deputy Finance Director Yeimy and City Attorney Eve who worked very closely with me to make this happen and ensure we are aligning

words with actions as 2024 has been a banner year in infrastructure investment in our City! Grateful to our City Commission for the trust, confidence, and support of this administration! We are the visionary leaders of South Florida! Great Team effort is an understatement!

Our hurricane preparedness and actions to make our City safe and assist our community were evident as we gave out more than 5,000 sandbags via our September 25th drive-thru sandbag event and our delivery efforts! To say we went above and beyond again would be an understatement! Kudos to Deputy City Manager Candido, Public Services Director Fernando, City Engineer/ Deputy Director Dincer and our Public Services Team for the sandbag project as well as a multitude of work related to preparing for the storm was achieved. Our efforts to communicate with all of you and our community is something we take great pleasure in doing as well.

The construction project at CW Thomas Park is moving forward with great progress to report; all field lighting installed and the concrete slab for the Gymnasium being poured the week of the 22nd.

We look to close out calendar 2024 with a bang at our Light up Dania Beach/ 120th Dania After Dark event Saturday, November 16th! This will be an event for the ages and fun will be had by all so mark your calendars as you don't want to miss this!



October 14, 2024

Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Via Email Only

Dear Ms. Garcia:

RE: Recertification of the City of City of Dania Beach Future Land Use Element Text

As you may recall, on November 30, 2023, the Broward County Planning Council approved the conditional recertification of the City's Future Land Use Element regarding the Dania Beach Activity Center text (local Ordinance No. O-2024-004), subject to the fulfillment of all application requirements for recertification of local land use plans, as outlined in the *Administrative Rules Document: BrowardNext*.

In consultation with the Planning Council Attorney, this correspondence serves as notification that the conditions of the November 30, 2023, Planning Council action have been fulfilled and the referenced map amendment is fully recertified, effective October 14, 2024.

Please contact Dawn Teetsel if you have any questions in this regard.

Respectfully,

A handwritten signature in blue ink, appearing to read "BBB", with a long, sweeping horizontal line extending to the right.

Barbara Blake Boy
Executive Director

BBB:DBT

cc/email: The Honorable A.J. Ryan IV, Mayor
City of Dania Beach

Eleanor Norena, Director, Community Development Department
City of Dania Beach



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: October 22, 2024

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Eleanor Norena, CFM, Community Development Director 

RE: Manager's Monthly Report – September 2024 – Community Development Department

The following is a summary of Community Development Department activity during the month of September 2024.

Community Development Special Projects:

Future Land Use Amendment – RAC: Staff is conducting intergovernmental coordination between Broward County School Board staff and Broward County Urban Planning Division to ensure the adoption of the School Mitigation Agreement. On August 21, 2024, the Broward County School Board approved the Agreement. The Broward County Commission is scheduled to hear the item in October. Once approved the Broward County Planning Council can recertify the City's application.

MPO CSLIP Submittal – Staff has been coordinating the application submittal with Public Services, the CRA and outside consultants to submit an application to the Metropolitan Planning Organization (MPO) to secure funding for reconstruction of Southwest to Northwest 1st Avenue complete street project. Staff submitted the application to the MPO on September 3, 2024.

Building Division:

The Building Department reviewed and issued 286 building permits and conducted 1,449 inspections. The Department issued three (3) Certificates of Occupancy for the month of September 2024, Park N' Fly, Maimonides Academy and The Baked Bear.

Planning and Zoning Division:

SP-025-22MOD2 101 DANIA APTS PHASE II: This project is a previously approved site plan for the construction of a 102-unit multi-family. The project received modification approval to convert the third-floor terrace and office space into a fitness center (LA Fitness). Now the applicant is requesting another modification to revert the most recent approval back to the office. This project is anticipated to be on the City Commission agenda by November.

SP-036-24/DR-037-24 BANYAN BAY SITE PLAN AND PLAT NOTE AMENDMNET: This site plan request is to redevelop the existing site to fill in the marina and allow the construction of two new warehouses totaling 169,286 SF. This plat note amendment is to remove the restriction of marina uses on the site, and allow industrial uses permitted by the district. This project is currently being reviewed by DRC.

SP-022-20MOD3/SE-033-24/RZ-034-24 GRIFFIN LIVING: This project is a modification of an existing site. The applicant is requesting a site plan modification to add two parcels to the south to become the common recreation areas for Griffin Living (Pool, cabana, and BBQ area). In addition, this application includes a request for rezoning for concurrency purposes. The special exception is for the outdoor seating for the restaurant proposed at the ground floor. This project is currently being reviewed by DRC.

Miscellaneous Zoning Activities:

The Zoning Division processed 80 new Certificates of Use applications for new businesses in the City for the month of September.

The Zoning Division processed, inspected, and approved four (4) new Vacation Rental Certificates and issued thirty-eight (38) renewals of existing operating Vacation Rentals for the month of September.

Code Compliance Division:

The Code Compliance team diligently oversees the Downtown city center, concentrating on addressing issues such as graffiti removal, illegal signage and the upkeep of dumpster enclosures to maintain the area's aesthetic appeal and ensure community standards are upheld.

This month, a total of 85 complaints were submitted through the City's Ask Dania Beach App and promptly inspected by our code enforcement staff.

The Code Compliance staff collaborates with Public Services to tackle bulk trash and nuisance issues throughout the city. This month, a total of 43 bulk notices were issued.

Code Enforcement is actively monitoring political signage throughout the city in the lead-up to the November election.

In September, the Code Enforcement department received four complaints regarding noise violations. Please see below for detailed information.

Date of Complaint	Address	Description (type) Noise	Code Officer Assigned	Resolution
9/17/2024	3060 SW 46 Ct	Yelling, screaming, car music – BSO report received. 02-2409-01706 *Airbnb*	Michelle Shahryar	Per BSO report complaint was unfounded
9/19/2024	422 SE 3 St	Loud Music – BSO report received. 02.2409.1492 *Airbnb*	Christina Castera	Issued Irreparable violation notice. Case set for 10/29/2024

Manager's Monthly Report – September 2024

				Special Magistrate hearing
9/21/2024	54 SE 13 St	Loud Music – BSO report received. 02.2409.2213	Christina Castera	Issued Irreparable violation notice. Case set for 11/14/2024 Special Magistrate hearing
9/28/2024	5400 SW 22 Ave	Loud Music – BSO report 02.2409.3105	Windy Damis	Issued Irreparable violation notice. Case set for 11/14/2024 Special Magistrate hearing.

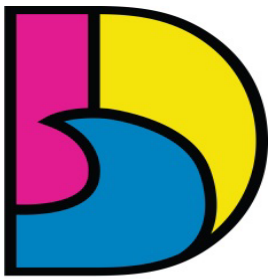
In September, the Code Enforcement department received ten complaints regarding vacation rental properties. Please see below for detailed information.

Date of Complaint	Address	Description of violation	Code Officer Assigned	Resolution
9/4/2024	235 SE 6 St	Complaint came in as shooting at property – unfounded. BSO report. 02.2409.0091	Christina Caserta	BTR and renting w/o approvals. (Irreparable) Scheduled for October 29, 2024 Special Magistrate hearing.
9/5/2024	Permit for PVC fence	19 SW 12 St	Alberto	Given 30 days to comply
9/11/2024	2717 SW 46 Ct	No approvals for vacation rental	Michelle Shahryar	Given 21 days to comply
9/15/2024	422 SE 3 St	Loud Music – BSO report received. 02.2409.1492	Christina Caserta	Issued Irreparable violation notice. Case set for 10/29/2024 Special Magistrate hearing
9/15/2024	405 SE 3 Ter	Renting for less than 5 days	Christina Caserta	This is a recurring violation and has been set for 1/9/2025 Special Magistrate hearing.
9/17/2024	305 SE 4 St	Trash can placement, missing ground cover, too many vehicles.	Christina Caserta	Unfounded complaint
9/19/2024	3060 SW 46 Ct	Yelling, screaming, car music – BSO report received. 02-2409-01706	Michelle Shahryar	Per BSO report complaint was unfounded

9/19/2024	613 NE 2 St	Overgrowth, trash	Christina Caserta	14-day violation notice issued.
9/27/2024	402 SE 5 St	Maximum occupants BSO report 02.2404.3211	Christina Caserta	Irreparable Violation notice. Special Magistrate hearing set for 1/9/2025.
9/30/2024	2708 SW 47 St	Work w/o permits – tiki hut	Ricky Ali	30-day violation notice issued.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking and noise violations.
- Staff reported five violations at the beach in the Ask Dania Beach App including safety issues, and aesthetics.
- Staff continue to monitor the pier, parking lot and sand areas to address violations which include, but are not limited to, placement of tents, smoking, bonfires, and dogs. 849 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Two new part-time Beach Rangers were hired in August. They have been trained and are working weekends.
- Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.



DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: October 14, 2024

TO: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy, City Manager

FROM: Linda Gonzalez, SPHR, SHRM-SCP – Chief Human Resources Officer *LG*

RE: Human Resources and Risk Management Report

The following is a summary of the last month's Human Resources and Risk Management activities.

Posted (2)

- Beach Lifeguard (O/C)
- Beach Lifeguard (P/T)

Interview/Offer Process (14)

- Accountant
- Beach Lifeguard (FT) Promotional/Internal (2)
- CIP & Grant Administrator
- Equipment Operator I - (BEACH Team)
- Equipment Operator I (BEAM Team) (2)
- Finance Office Associate
- Manager, Recreation Programs
- Officer, Code Compliance
- Operations Manager, Utility Billing and Customer Service
- Project Manager
- Service Worker II-Utilities
- Cemetery Assistant

Background Process (7)

- Beach Ranger (FT)
- Coordinator I, Recreation
- CRA - Business Attraction and Investment Manager
- Mechanic II
- Planner
- Receptionist
- Risk Manager

Recent Hires/Status Changes (4)

- Recreation Assistant (PT) (4)

On October 16, our recruiters will be attending an Education and Resources Expo, in partnership with BSO's Re-entry Resource Council.

On October 30, our Senior HR Specialist will be attending a Career Fair at Hallandale Beach High School. This session is designed to provide students with information of job and career readiness and pathways needed for their future Career Path. The Parks and Recreation Manager will also be attending and will discuss opportunities with our Parks and Recreation team.

Training and Development

The last quarterly new hire employee onboarding and Call Back sessions for 2024 are scheduled for Thursday, October 24. Twenty (20) new team members are scheduled to attend the new hire onboarding session, and eleven (11) team members are scheduled to attend the "Call-Back Session." These sessions continue to be multi-purpose as they provide education to newly hired employees as we touch base with them after three (3) months and again at (6) six months.

We are currently planning a Basic Flagging Course for the public services team members scheduled for Early November 2024. This specialized training is designed to provide our team members with useful skills and traffic safety basics.

Risk Management, Wellness and Safety

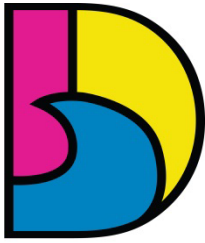
We successfully renewed our comprehensive insurance package for all Liability and Worker's Compensation plans and wrapped up the annual renewal applications for the City's flood policies.

We are preparing for our next Safety Committee Meeting, scheduled for November 19. We have already received several nominations for awards at our year-end safety committee meeting.

Compensation and Benefits

We have completed our annual open enrollment for our health and wellness plan, which took effect on October 1, 2024. Team members who are enrolled in the City's plan received decrease in their healthcare deductions. Team members will also see the 6% Cost of Living Adjustment (COLA) on their subsequent October 18 paycheck.

We are also preparing for the upcoming benefits review period for retirees, dependents, and surviving spouses aged 65+ who are enrolled in the Medicare Advantage plan. Currently, about 86 retirees and spouses are enrolled. This year, there will be a modest monthly increase of \$12.06. Due to Federal governmental changes for 2025, there will impact to all Medicare Advantage plans including pharmacy out of pocket maximum decrease from \$8,000 to \$2,000 per member.



DANIA BEACH
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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: October 15, 2024

TO: Ana M. Garcia, ICMA-CM, City Manager

FROM: Cassi Warren, CPRP, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

Project updates:

- CW Thomas Park – Construction is going as planned. The building is under construction. Musco lighting has been installed throughout the site.
- IT Parker – Renovations ongoing. Nearing completion.
- Mullikin Park – The contract with Bejar Construction, Inc. has been executed. The contractor is working on a request for early start to begin demo this month.
- Olsen Middle School – Staff met with the top ranked firm and is waiting on receipt of the proposal to bring before City Commission in November.
- Chester Byrd Park – Staff is in the beginning stages of securing a design firm for the design of the park.
- PJ Meli Park – Staff met with the top ranked firm and is waiting on receipt of the proposal to bring before City Commission in November.

The Dania After Dark series kicked off with Oktoberfest on October 12th! While the weather was not in our favor, the event was still a huge success selling almost 800 tickets and 80% of the ticket holders still showing up for the event, even in the rain. The VIP tent was a favorite and look forward to growing this next year along with the event as a whole.

Staff is shifting gears now from the Oktoberfest to the State of the City event on October 17th and the Fall Festival on October 25th.

Ocean Rescue is having issues with paragliders flying directly over the pier and beach from the Hollywood portion of the beach, north of the pier. Staff has been in communication with Hollywood and we are working as a team to resolve the issue.



Ocean Rescue Report:

- Rescues – 1
- Medical – 4
- Law Enforcement Calls – 5
- Missing Persons – 0
- Wildlife or Domestic Rescues – 2

The Dania Beach Dolphins have started their football and cheerleading season. We have two teams participating in the 12U and 8U divisions.

Athletic Programs (ongoing/upcoming):

- Tarpons Soccer at Frost Park
- Skyhawks Sports Academy (Tennis & Baseball) at Frost Park
- Lil Sluggers Baseball at PJ Meli Park
- Basketball at Frost Park
- Adult Kickball at PJ Meli Park
- Dania Beach Dolphins Football & Cheerleading at Frost Park

The new school year Rising Stars Program is off to a great start and the kids are having a great time.



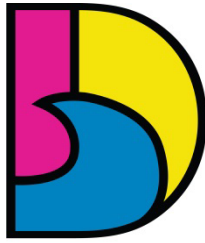
The Youth Advisory Council is resuming with the start of the school year. They are holding an open house on October 19th at 6:15pm at PJ Meli Park.

Frost Park will resume their highly anticipated Flea Markets in October, and all vendor spaces are sold out.

Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- FitFusion at CW Thomas Park
- Hip Hop and Contemporary Dance at CW Thomas Park
- Tint Tots at CW Thomas Park
- Gracefully Aging at CW Thomas Park
- Grooving Gourmets at CW Thomas Park
- YAC at PJ Meli Aquatic Complex
- Tot Time at PJ Meli Park
- Karate at PJ Meli Park
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Senior Bingo at PJ Meli Park
- 1Up Gaming at PJ Meli Park
- Kreation Station at Frost Park

Staff continues to evaluate the current and new programs to ensure we are offering the best programs for our community for all ages. Be on the lookout for new programming rolling out in the next couple of months.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH MARKETING AND COMMUNICATIONS DIVISION MEMORANDUM

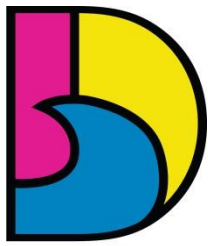
DATE: October 15, 2024
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

The City's website, social media, and digital signs/TV Channel 78 are continuously updated with relevant, new, and important information. Media support is provided to all City departments and their projects. There is a continuous effort to grow digital communications and engagement by implementing best practices. Below are the latest social media, website, and visual communications including special event activities from mid-September to mid-October:

- Collaborated with 3 Sons Brewery to film the making of the commemorative 120th anniversary beer. Sea It. Drink it. Love It.
- Designed materials for the State of the City event, including a historical timeline exhibit, social media promotions, programs, table cards, multimedia presentation and content.
- Designed and marketed advertisements for Dania After Dark events (Oktoberfest and Light Up the Night).
- Media relations: several media articles resulted for Oktoberfest.
- Promoted and covered sandbag distribution.
- Developed content related to Hurricane Helene and Milton, which included issuing emergency alerts, sending email blasts, updating the website, creating graphics and crafting social media messages.
 - Event resulted in 158 new subscribers to the Alert Dania Beach notification system.
- Covered Dania After Dark events including Oktoberfest.
- Collaborated and covered the groundbreaking event of SE Drainage Project.
- Participated in and promoted CORE meetings.
- Collaborated with the IT team to develop a campaign and materials for Cyber Security Awareness focused on combating phishing scams.

Analytics –

- Email campaigns:
 - Number of newsletters: 7, Average subscribers: 5,639, Open rate: 51%, Click-to-open rate: 3%
- Facebook: Reach, 78,075; Profile impressions, 130,209; New followers, 164; Followers, 10,212; Post engagement rate, 9.4%
- Instagram: Profile impressions, 59,241; Reach, 32,283; Page visits, 2.2K; New Followers, 606; Followers, 8,101; Post engagement rate, 4.79%
- X: Followers, 2,905; Post impressions, 2,359; Post engagement rate, 6.26%
- YouTube: Channel views, 2,563; Subscribers, 563
- LinkedIn: Followers, 1,260; New Followers, 50; Page views, 504



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 22, 2024
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Director/City Engineer
RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – September 24 to October 21, 2024**

Provided below is a summary of the main PSD project activities for roughly the past four weeks:

SW 34th Court Drainage Project – The bids for this project were advertised in October. The project will significantly mitigate the flooding that frequently plagues this roadway just south of Griffin Road. Work is expected to begin in the December – January time frame.

Ocean Park Restrooms – These new, fully updated restrooms on the north end of the park will replace the restrooms adjacent to the sand. The former restroom facility will be converted to much-needed and larger storage space for the beach maintenance operation. The substantial and complex permitting process, which involves an environmental component will likely be granted in late 2025, with the bidding and start of construction expected in the first quarter of 2026.

Stormwater Master Plan (SWMP) – Chen Moore and Associates is completing the final phase of data collection and analysis, which involves mapping drainage basins, compiling existing structures inventory, and computer modeling. The model, in conjunction with PSD input, has identified 10 areas of vulnerability. These areas, along with proposed solutions, will be presented and the last public workshop will be held in December. The SWMP is expected to be substantially complete in January 2026.

SW 52nd Street Drainage Repair – This project is under way, and will entail drainage pipes, inlets, and swale regrading. The project's substantial completion is expected in the early part of 2025. This project will complement the successfully completed SW 43rd Terrace drainage project (spring 2024).

City Hall Exterior Improvements – This project entails the total replacement of the surface parking lot between City Hall and the parking garage with a green area bordered by a walking



Date: October 21, 2024

path which will include new lighting. The permitting process is nearly complete, with construction to take roughly 60 days.

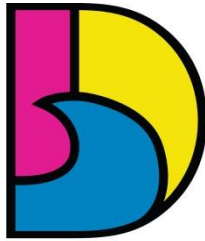
Nyberg Swanson House Refurbishing Project –The roof shingles’ installation is nearing completion. Interior work, including insulation, wood refinishing, and windows is proceeding at a good pace, along with electrical and HVAC updates. The refurbishing is expected to be substantially complete in December.

SE Drainage Project – The project’s construction activity began last month, immediately after the groundbreaking event in mid-month. Phase I of the project construction is expected to take roughly 18 months to complete.

GRANTS

FEMA – 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant – FEMA is announcing awards incrementally. As of October 11, no decision has been made on the City’s SAFER application.

FDOT- Highway Beautification Grant – PSD submitted two Highway Beautification Grant applications to help fund the Corridor Landscaping Improvements on East Dania Beach Blvd. The grant program allows for multiple applications, so the City’s divided its application into two phases, increasing the city’s total grant allocation to \$212,000, if awarded.



DANIA BEACH
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CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: October 14th, 2024

TO: Ana M. Garcia, ICMA - CM, City Manager

FROM: Jason Tarala, Captain/Chief - Broward Sheriff's Office

RE: Dania Beach Monthly Memo to City Manager – October 2024

Below are the monthly crime reports for part 1 crimes from 9/13/2024 to 10/11/2024:



BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH

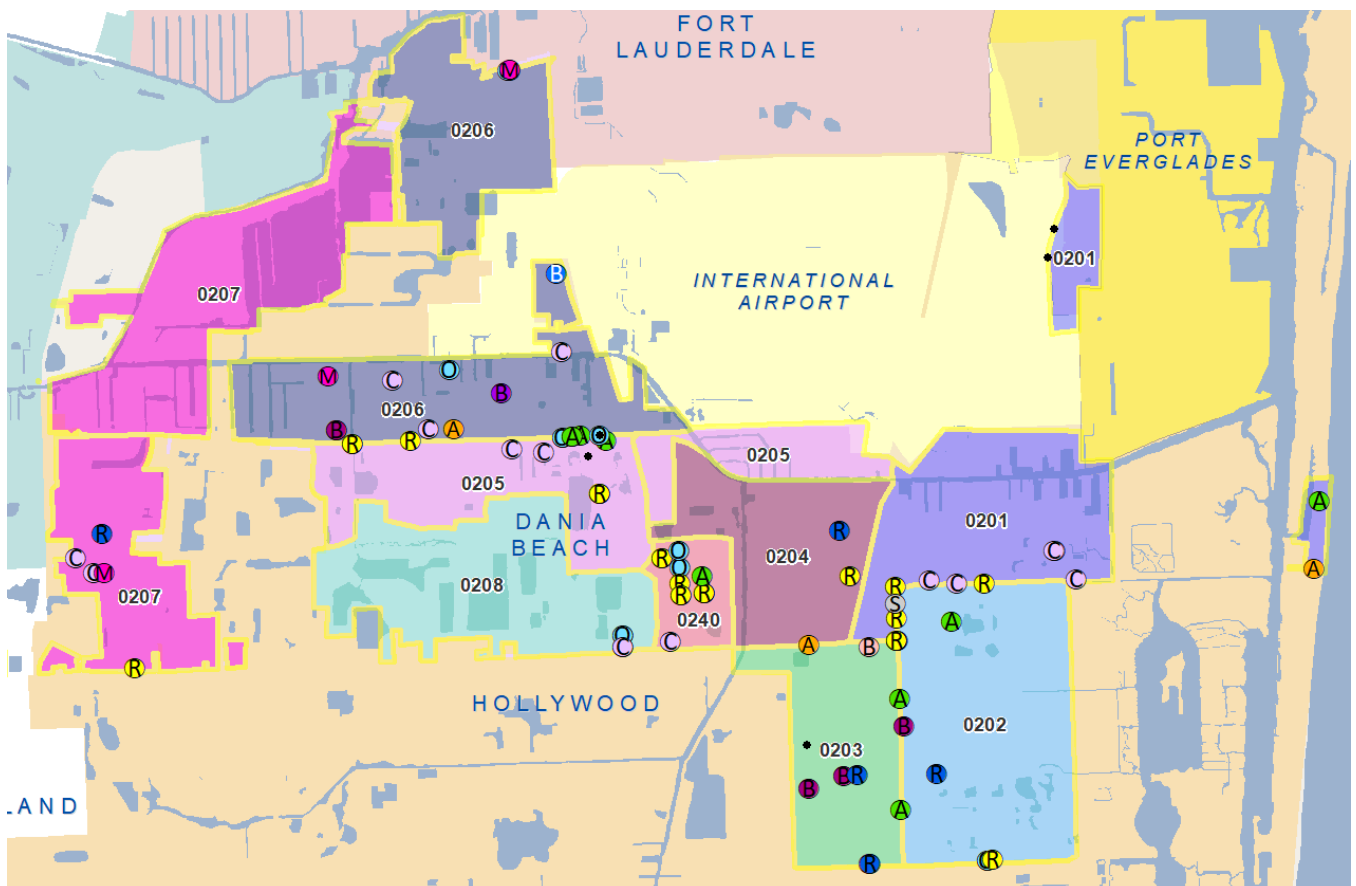
MONTHLY CRIME REPORT 9/13/2024 - 10/11/2024

Charge	201	202	203	204	205	206	207	208	240	Grand Total
AGGRAVATED ASSAULT	1		1			2				4
AGGRAVATED ASSAULT - DOMESTIC VIOLENCE			1							1
AGGRAVATED BATTERY		1	2			1				4
AUTO THEFT	1	2	1		1	2			1	8
BURGLARY BUILDING/STRUCTURE	2					1				3
BURGLARY BUSINESS						1				1
BURGLARY CONVEYANCE	5		1		3	3	2	3	1	18
BURGLARY RESIDENCE		1	2	1			1			5
FARE EVASION					1					1
ROBBERY BY SUDDEN SNATCHING	1									1
SEXUAL BATTERY			1							1
THEFT - ALL OTHER		2	1		2	4	1	1	2	13
THEFT - BICYCLE			1			1				2
THEFT - MOTOR VEHICLE PARTS						3	2			5
THEFT - RETAIL / SHOPLIFTING	1	4	2	1	4	1	1		8	22
Grand Total	11	10	13	2	11	19	7	4	12	89

Monthly Crime Report

89 Incidents

• All Other Values (5)	R BURGLARY RESIDENCE (5)
A AGGRAVATED ASSAULT (4)	S ROBBERY BY SUDDEN SNATCHING (1)
B AGGRAVATED BATTERY (4)	B SEXUAL BATTERY (1)
A AUTO THEFT (8)	O THEFT - ALL OTHER (13)
B BURGLARY BUSINESS (1)	B THEFT - BICYCLE (2)
C BURGLARY CONVEYANCE (18)	M THEFT - MOTOR VEHICLE PARTS (5)
	R THEFT - RETAIL / SHOPLIFTING (22)



Notable Increases/Decreases

When compared to the previous report:

- Overall, part 1 crimes **decreased** by 6%, due to a decline in auto thefts, shoplifting, and theft of motor vehicle parts.
- Auto thefts **decreased by 11%**, declining from 9 thefts to 8.
- Burglaries **increased** from 23 to 27, increasing by 17%.
- Robberies **decreased 50%**, reducing from 2 to 1.
- Overall, thefts continued to **decrease**, from 52 to 42 (**or about 19%**).
- Theft of motor vehicle parts **decreased by 28%**.
- Retail thefts and shoplifting remained the same at 22 incidents.

Total Arrests

9/13/2024 – 10/11/2024
89

- 71 arrests made by Road Patrol
- 12 arrests made by the Crime Suppression Team
- 6 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- Four arrests were made regarding retail thefts in Dania Pointe. Suspects were responsible for stealing clothing, sneakers, and makeup and were all successfully identified and arrested. Several suspects were repeat offenders.
- A suspect was investigated for stealing a victim's cell phone. When the suspect was identified and taken into custody, he was found to be in possession of additional stolen items. He was charged with multiple counts of theft.
- Hertz employees observed a suspect enter one of their unoccupied buildings and reported it to the sheriff's office. The suspect was taken into custody and found to be in possession of a key fob, multiple credit cards/social security cards (not in the suspect's name) and other Hertz branded items. The suspect was charged accordingly.
- Multiple suspects were arrested for having outstanding warrants for the following charges: money laundering, defrauding a financial institution, and grand theft.

Proactive Enforcement

In response to numerous reports from the public our Crime Suppression Team detectives initiated an operational plan to prevent and deter prostitution. Their efforts have been focused along Federal Highway. Several women have been arrested and this investigation is continuing.

Additionally, numerous traffic stops were conducted by the detectives, resulting in the confiscation of cocaine, MDMA, and a stolen firearm. Numerous suspects were arrested and charged.

Throughout the past month, a total of **12** arrests were made by CST detectives.

Motors/Commercial Vehicle Enforcement

- Dania Beach Motors deputies monitored the roadways for flooding and debris caused by Hurricanes Helene and Milton. When appropriate, roadways were closed, and drivers were assisted.
- BSO's highwater response vehicles were utilized, reference flooding with the approach of hurricane Milton.
- Between the Dania Beach Motors Unit and road patrol deputies, 185 warnings and citations were issued during the last four weeks.
- Speed trailers, LPR trailers, and message boards all remain deployed throughout the city.

Homeless Outreach Team

- BSO Civil Unit alerted Homeless Outreach deputies to a pending eviction of an elderly man who was facing homelessness. Deputies immediately intervened and successfully located an old friend that allowed the elderly man to move in with him. The Homeless Outreach Task Force is working to provide county resources to the elderly man going forward.
- The property manager of 1200 – 1340 Stirling Road complained about a group of homeless people congregating around the warehouses. The group was trespassed from the property and nightly checks are being performed to ensure no one returns.
- Ongoing patrols continue along SW 4 Ave, along the FEC railroad tracks, all city parks, and City Hall. No new encampments have been discovered.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

BSO Shred A Thon – September 21, 2024 – BSO held Operation Medicine Cabinet/Shred A Thon at Bass Pro Shops. Approximately 200 vehicles participated in this drive-thru event and safely disposed of medications and/or sensitive documents.

Coffee with A Cop – October 2, 2024 – BSO held Coffee with A Cop at a local coffee house (2612 W Griffin Rd.) The event was well attended by residents and provided them with the opportunity to meet with command staff, deputies, and C.O.P. volunteers.

Meetings Zoom/In Person

- **September 16, 2024** – Met with Walmart Manager (reference Gun Buy Back event)
- **September 18, 2024** – Broward County Drowning Prevention Task Force – 9:30am
- **September 18, 2024** – BSO Quarterly NST Meeting – 11:00am
- **September 19, 2024** – Gracefully Aging Meeting – 10:00am
- **September 19, 2024** – C.O.P. Monthly Meeting – 5:00pm
- **September 25, 2024** – South Florida Crime Prevention Meeting – 10:30am
- **September 11, 2024** – Dania Beach Chamber Meeting – 11:30am



BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
9/13/2024 – 10/11/2024

THERE WERE A TOTAL OF **299** CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Calls for Service - 240 Zone	Total
03-HIT & RUN	4
04-ACCIDENT-MINOR	8
04I-ACCIDENT WITH INJURIES	3
10-50 TRAFFIC STOP	3
10-STOLEN VEHICLE	1
13I-SUSPICIOUS INCIDENT/PACKAGE	17
13P-SUSPICIOUS PERSON	2
14-INFORMATION	5
16C-CHILD/ELDERLY ABUSE CPIS/DCF	2
18-FELONY WARRANT	1
19-MISDEMEANOR WARRANT	1
20-MENTALLY ILL PERSON	3
21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL	2
22-DISTURBANCE/NUISANCE	7
22N-DISTURBANCE-NOISE COMPLAINT	2
30-LARCENY	13
31-ASSAULT	1
32T-SUICIDE THREATS ONLY	1
37-DISTURBANCE JUVENILE	1
40-VANDALISM/MALICIOUS MISCHIEF	2
49A-AUDIBLE/INTRUSION ALARM	16
49H-HOLD-UP ALARM	1
51-TRESPASSING	6
53-EMBEZZLEMENT-FRAUD	2
66-CIVIL MATTER/CUSTODY ISSUE	4
67FI-MEDICAL-FALL INJURY	2
68-POLICE SERVICE CALL	154
68WD-WEATHER/DISASTER	1
72-LOST/FOUND PROPERTY	2
73-TRAFFIC/PARKING COMPLAINT	1
74-RECALL	4
76-AOA (ASSIST OTHER AGENCY)	8
79-HARASSMENT/STALKING/THREAT	1
911 HANG UP/DROP OFF	18
Grand Total	299

THERE WERE A TOTAL OF **12** PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Part 1 Crimes - 240 Zone	Total
AUTO THEFT	1
BURGLARY CONVEYANCE	1
THEFT - ALL OTHER	2
THEFT - RETAIL / SHOPLIFTING	8
Grand Total	12

THERE WERE A TOTAL OF **33** NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST FOUR WEEKS.

Date	Address	Zone
10/11/2024 4:46:59 AM	107 SE 5TH ST	0202
9/19/2024 8:48:54 PM	1109 W DANIA BEACH BLVD	0204
10/3/2024 1:05:56 AM	119 NW 13TH AV	0204
9/16/2024 9:23:28 PM	120 N COMPASS WAY	0240
9/23/2024 3:14:06 AM	120 N COMPASS WAY	0240
9/28/2024 6:30:23 AM	150 S BRYAN RD	0204
10/10/2024 2:32:07 AM	215 SW 6TH ST	0203
10/8/2024 11:33:21 PM	2460 STATE ROAD 84	0206
10/3/2024 10:39:34 PM	30 NE 1ST CT	0201
9/17/2024 3:05:46 AM	3060 SW 46TH CT	0206
10/5/2024 12:43:45 AM	37 SW 14TH ST	0203
10/6/2024 12:40:37 AM	37 SW 14TH ST	0203
10/8/2024 11:39:35 PM	37 SW 14TH ST	0203
9/21/2024 10:19:12 PM	38 SE 13TH ST	0202
9/22/2024 12:44:48 AM	38 SE 13TH ST	0202
9/21/2024 8:18:35 PM	38 SE 13TH TER	0202
10/7/2024 6:49:58 AM	3926 SW 47TH CT	0207
9/22/2024 11:27:16 PM	4 N FEDERAL HWY	0201
9/23/2024 10:27:55 PM	4 N FEDERAL HWY	0201
10/3/2024 11:43:18 PM	401 E SHERIDAN ST	0202
9/14/2024 8:54:11 PM	4130 SW 52ND CT	0207
9/14/2024 8:36:15 PM	422 SE 3RD ST	0202
9/28/2024 2:54:18 PM	4823 SW 44TH TER	0207
10/4/2024 8:38:09 PM	4833 SW 44TH TER	0207
10/4/2024 11:01:05 PM	4833 SW 44TH TER	0207
9/20/2024 4:26:04 PM	4968 WHISPERING WAY	0205
10/2/2024 2:40:47 PM	4968 WHISPERING WAY	0205
10/7/2024 5:22:08 PM	501 E DANIA BEACH BLVD	0201
9/28/2024 11:24:10 PM	5300 SW 22ND AV	0208
10/6/2024 6:13:13 AM	5960 SW 40TH AV	0207
9/21/2024 4:56:45 PM	GRIFFIN RD / SW 31ST AV	0205
9/17/2024 3:50:39 PM	N FEDERAL HWY / SHERIDAN ST	0202
10/8/2024 3:37:55 AM	SW 31ST TER / SW 50TH ST	0205



**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM**

DATE: October 15, 2024

TO: Ana M. Garcia, ICMA-CM, City Manager

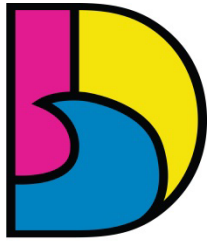
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the September 17, 2024, through October 15, 2024, of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations.
- Coffee with the District Chief – Tabletop talk with Station 1-17 crews.
- Agenda reviews team conference calls.
- Agenda reviews with Commissioners.
- Dania Beach Commission Meeting
- BSO Ops Conference call with District Chiefs – Daily morning operations review.
- Fire Station #1 Hardening Grant –The City Team continues to work on Roof and Generator is at the plans review process, extensions for grants filed – This is still on going as of 10/14/2024.
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 10/14/2024.
- Fire Truck (Quint 1 FRES2264) our ladder truck has been refurbished and restored, finishing up on final touches and will place back into service at Fire Station 17 with new designation as Quint 17.
- Rescue Truck (R17) our ambulance truck has been refurbished and restored, finishing up on final touches and will place back into service at Fire Station 17 by end of October 2024.



DANIA BEACH
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CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO) EXTERNAL MEMORANDUM

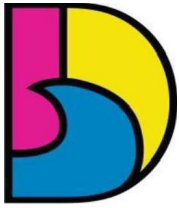
- Fire Truck (Quint 17 FRES2265) our ladder truck has been sent out to refurbished at Georgia Ten8 facility. The process will take 8-10 Months.
- SAFER Grant – Waiting on Federal response
- New Hire Class of Firefighters ran the Dania Pointe 5K Race.
- CORE Conversation Meetings September and October
- Optik Art installation walkthrough with City Team.
- Dania Beach Damage Assessment APP meeting with Broward County EOC
- Dania Beach Hydrant meeting with City Team
- Dania Beach Sandbag Distribution with Fire Station 1 crew and City team
- Emergency Management for possible hurricane threats to our area worked with Deputy Manager and City Team.
- WebEOC meeting with Broward County
- NWS meeting tracking storms
- High Rise and Standpipe training device for firefighters has been delivered and our Training Division will be setting up training for all Fire Station Crews in Dania Beach
- Second Set of Bunker Gear Fitting – Firefighting gear PO is approved and waiting on 4 week delivery time
- Life scan physicals for firefighters
- Bi-annual Bunker Gear Wash all crews Station 1 and 17

Training during this period –

- Driver Accident prevention program
- Facility Training
- Company Training – Professional development series
- Battalion based Company Training.

Community Outreach –

- Dania After Dark EMS Detail
- Learn and Smile Pre-School Fire Truck show and tell with Life Safety Educators
- All Dania Beach Employees were given a class on Heat-Stroke Awareness on the Job by our Life Safety Educators.



DANIA BEACH
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**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM
FROM : Megan Jelaso Revenue Accountant
DATE: October 1, 2024
SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.



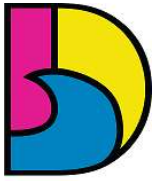
DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Business Listing Report

Business Start Date 09/01/24 - 09/30/24

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
16TH STREET REALTY LLC	16TH STREET REALTY LLC	326 SW 16 ST, Dania Beach, FL 33004	(954) 732-2050		09/03/2024	
2110 SW 51 CT LLC	2110 SW 51 CT LLC	2110 SW 51 CT, DANIA BEACH, FL 33312	(954) 374-3424		09/23/2024	
229 PARTNER LLC	229 PARTNER LLC	229 SE 3 TER, Dania Beach, FL 33004	(954) 381-9279		09/18/2024	09/23/2024
AB & C COLLECTIBLES AND GOLD	AB & C COLLECTIBLES AND GOLD	1211 STIRLING RD 109 NORTH, DANIA BEACH, FL 33004	(954) 758-1400		09/18/2024	
ANCHOR YACHT MANAGEMENT	ANCHOR YACHT MANAGEMENT	3015 RAVENSWOOD RD, Dania Beach, FL	(954) 939-8275		09/05/2024	
ANDRE & FERNANDE BOISCLAIR	ANDRE & FERNANDE BOISCLAIR	2320 SW 51 CT, Dania Beach, FL	(954) 319-4721		09/18/2024	
ANG OVAK LLC	ANG OVAK LLC	4781 SW 43 AVE, Dania Beach, FL 33314	(954) 608-2565		09/03/2024	
CONTINENTAL INDEMNITY COMPANY	CONTINENTAL INDEMNITY COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(402) 827-3424		09/03/2024	
DANIA JSS LLC	DANIA JSS LLC	234 SW 4 ST, Dania Beach, FL 33004	(305) 924-3594		09/25/2024	
DANIA JSS LLC	DANIA JSS LLC	235 SW 12 ST, Dania Beach, FL 33004	(305) 924-3594		09/25/2024	
DANIA JSS LLC	DANIA JSS LLC	255 SW 12 ST, Dania Beach, FL 33004	(305) 924-3594		09/23/2024	
DANIA JSS LLC	DANIA JSS LLC	43 SW 10 ST, Dania Beach, FL 33004	(305) 924-3594		09/25/2024	
DMS CONTRACTORS LLC	DMS CONTRACTORS LLC	4101 RAVENSWOOD RD STE 223, DANIA BEACH, FL 33312	(305) 627-3276		09/18/2024	
EVAN RUBENSTEEN DMD, PA	EVAN RUBENSTEEN DMD, PA	4441 STIRLING RD, Dania Beach, FL 33314	(305) 672-2260		09/04/2024	
EZ CLUB PROPERTIES LLC	EZ CLUB PROPERTIES LLC	5700 PARK RD, Dania Beach, FL	(786) 202-4982		09/11/2024	
FLORIDA IMPACT PROTECTION LLC	FLORIDA IMPACT PROTECTION LLC	2435 STIRLING RD, DANIA BEACH, FL 33004	(305) 331-1999		09/30/2024	
GAL HAMO	GAL HAMO	4333 SW 51 ST, Dania Beach, FL 33314	(818) 395-3878		09/18/2024	
GENERALI US BRANCH	GENERALI US BRANCH	0 CITY BUSINESS, Dania Beach, FL 33004			09/25/2024	
GLOBAL FUEL CO. LLC	GLOBAL COMPANIES LLC	1000 SE 28 ST, Dania Beach, FL 33316	(617) 803-5549		09/19/2024	
GOAL GURUS LLC	GOAL GURUS LLC	1780 POINTE BLVD, DANIA BEACH, FL 33004	(954) 214-9156		09/11/2024	
GRIMCO INC	GRIMCO INC	2652 SW 35 ST BLDG A, DANIA BEACH, FL 33312	(314) 463-0545		09/17/2024	
HERRON ROOFING INC	HERRON ROOFING INC	4409 SW 27 TER, DANIA BEACH, FL 33312	(754) 366-0113		09/04/2024	
HIDD SERVICES INC	HIDD SERVICES INC	180 E DANIA BEACH BLVD APT 710, DANIA BEACH, FL 33004	(954) 842-6039		09/23/2024	
HIDDEN OASIS VILLAS & MARINA LLC	HIDDEN OASIS VILLAS & MARINA LLC	302 LEWIS LN, Dania Beach, FL 33004	(786) 718-4195		09/25/2024	
HIDDEN OASIS VILLAS AND MARINE LLC	HIDDEN OASIS VILLAS AND MARINE LLC	306 NE 5 CT, DANIA BEACH, FL 33004	(786) 718-4195		09/30/2024	
IDAN DROUSKIN	IDAN DROUSKIN	2708 SW 47 ST, Dania Beach, FL	(954) 736-0311		09/16/2024	
IRA SALITSKY	IRA SALITSKY	500 NE 2 ST 125, DANIA BEACH, FL 33004	(774) 232-2001		09/25/2024	
JOSE SEISDEDOS	JOSE SEISDEDOS	500 NE 2 ST 208, DANIA BEACH, FL 33004	(954) 955-0201		09/19/2024	
KB INTERNATIONAL TRADING CORP	KB INTERNATIONAL TRADING CORP	313 BRYAN RD, DANIA BEACH, FL 33004	(954) 341-5848		09/25/2024	
KIANA OLIVA & NATACHA MONTOYA	KIANA OLIVA & NATACHA MONTOYA	209 NE 1 CT, Dania Beach, FL 33004	(914) 539-2606		09/09/2024	
L OHANA FAMILY PROPERTIES LLC	L OHANA FAMILY PROPERTIES LLC	329 SW 14 ST, Dania Beach, FL 33004	(954) 964-2226		09/11/2024	
LDE GROUP INC	LDE GROUP INC	1340 STIRLING RD #5A, DANIA BEACH, FL 33004	(305) 951-8769		09/05/2024	
MIAMI GRILL	PAUSIN INC	1505 S FEDERAL HWY, Dania Beach, FL 33004	(786) 200-3586		09/30/2024	
MISS IMAGINATION HAIR SALON	BRAL INTERNATIONAL	3416 GRIFFIN RD, Dania Beach, FL 33312	(754) 715-4844		09/17/2024	
NADAV IZHAKI	NADAV IZHAKI	5219 SW 43 TER, Dania Beach, FL 33312	(818) 395-3878		09/18/2024	



DANIA BEACH
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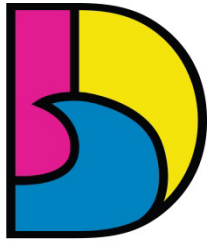
Business Listing Report

Business Start Date 09/01/24 - 09/30/24

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
PERSPECTIVE MARINE	PERSPECTIVE MARINE	3100 STATE RD 84 BAY 304, DANIA BEACH, FL 33312	(954) 533-2717		09/11/2024	
PRIME REAL ESTATE HOLDINGS LLC	PRIME REAL ESTATE HOLDINGS LLC	5519 SW 24 AVE, DANIA BEACH, FL 33312	(786) 833-0672		09/25/2024	
RICARDO VERDIN	RICARDO VERDIN	49 SW 14 ST, Dania Beach, FL 33004	(832) 651-6910		09/30/2024	
RICHARD DWYER	RICHARD DWYER	5040 SW 27 AVE, Dania Beach, FL	(754) 368-5320		09/23/2024	
SAITO JAPANESE STEAKHOUSE	SAITO DANIA LLC	170 SUNSET DRIVE J-155, DANIA BEACH, FL 33004	(754) 816-8888		09/04/2024	
SENIOR LIFE INSURANCE COMPANY	SENIOR LIFE INSURANCE COMPANY	0 CITY BUSINESS, Dania Beach, FL 33004	(877) 777-8808		09/25/2024	
SKI'S TREES AND VAPES LLC	SKI'S TREES AND VAPES LLC	13 N FEDERAL HWY, Dania Beach, FL 33004	(561) 704-1877		09/23/2024	
TANYA WALTON	TANYA WALTON	410 SE 3 PL, Dania Beach, FL 33004	(754) 423-4391		09/11/2024	
TWIN HARBORS PROPERTY MANAGEMENT LLC	TWIN HARBORS PROPERTY MANAGEMENT LLC	529 NW 10 ST, Dania Beach, FL 33004	(305) 761-0698		09/19/2024	
UNITED INTERNATIONAL COLLEGE	UNILATINA CORP	249 S FEDERAL HWY, Dania Beach, FL 33004	(954) 607-4344		09/16/2024	
YAKOL INC	YAKOL INC	244 NW 5 AVE, Dania Beach, FL 33004	(888) 376-2745		09/11/2024	

Businesses 46



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

TO: Ana M. Garcia, ICMA-CM, City Manager.

FROM: Megan Jelaso, Revenue Accountant

DATE: October 11, 2024

SUBJECT: Finance Monthly Report –September 2024

Please find attached the month Finance report. Highlights of the report include the following:

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Master Capital projects Schedule to include Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month
- Kiosk collections

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

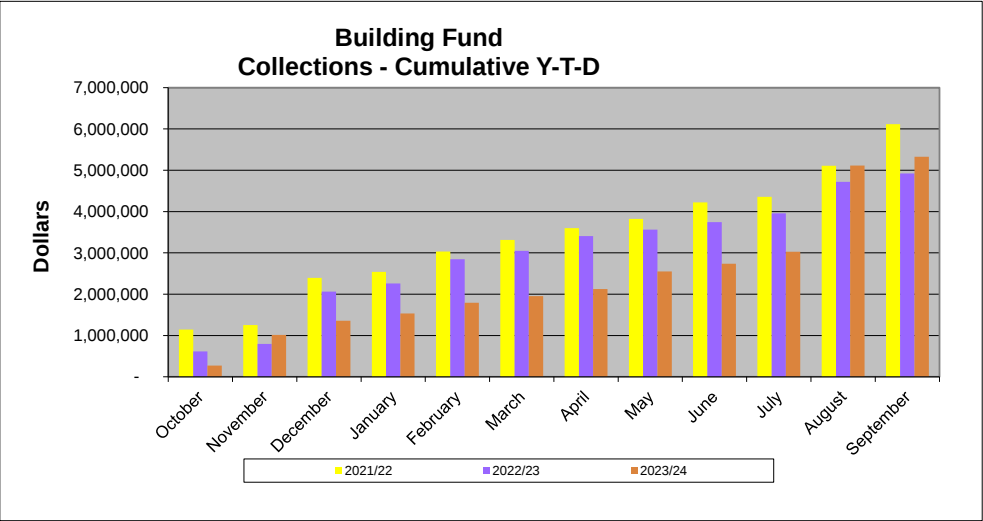
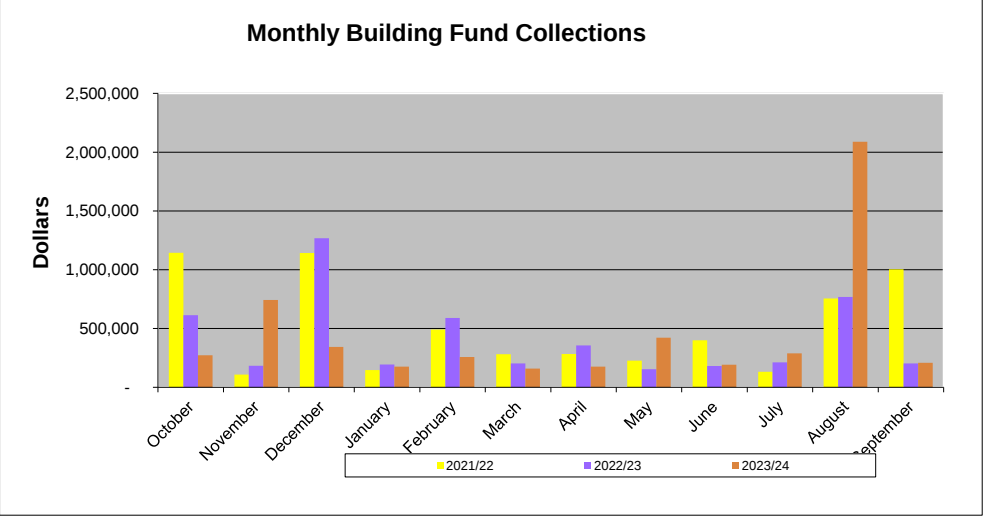
Contingency and Fund Balance Estimate

Building Fund Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Monthly			
October	1,144,624	613,610	272,140
November	107,616	183,413	742,357
December	1,142,811	1,267,607	343,469
January	146,194	193,243	175,715
February	490,813	588,953	258,034
March	281,847	202,690	159,520
April	283,429	356,512	175,277
May	226,093	153,965	421,096
June	399,287	181,738	191,611
July	132,426	212,528	288,360
August	755,979	767,780	2,087,847
September	1,003,182	202,415	209,254
Total	6,114,301	4,924,453	5,324,681

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Cumulative			
October	1,144,624	613,610	272,140
November	1,252,240	797,023	1,014,498
December	2,395,051	2,064,630	1,357,967
January	2,541,246	2,257,873	1,533,681
February	3,032,058	2,846,825	1,791,716
March	3,313,906	3,049,515	1,951,236
April	3,597,334	3,406,027	2,126,512
May	3,823,427	3,559,992	2,547,608
June	4,222,715	3,741,730	2,739,219
July	4,355,140	3,954,258	3,027,579
August	5,111,119	4,722,038	5,115,426
September	6,114,301	4,924,453	5,324,681
Annual Goal	4,741,977	4,868,000	5,191,000

Building Fund - thru September 2024



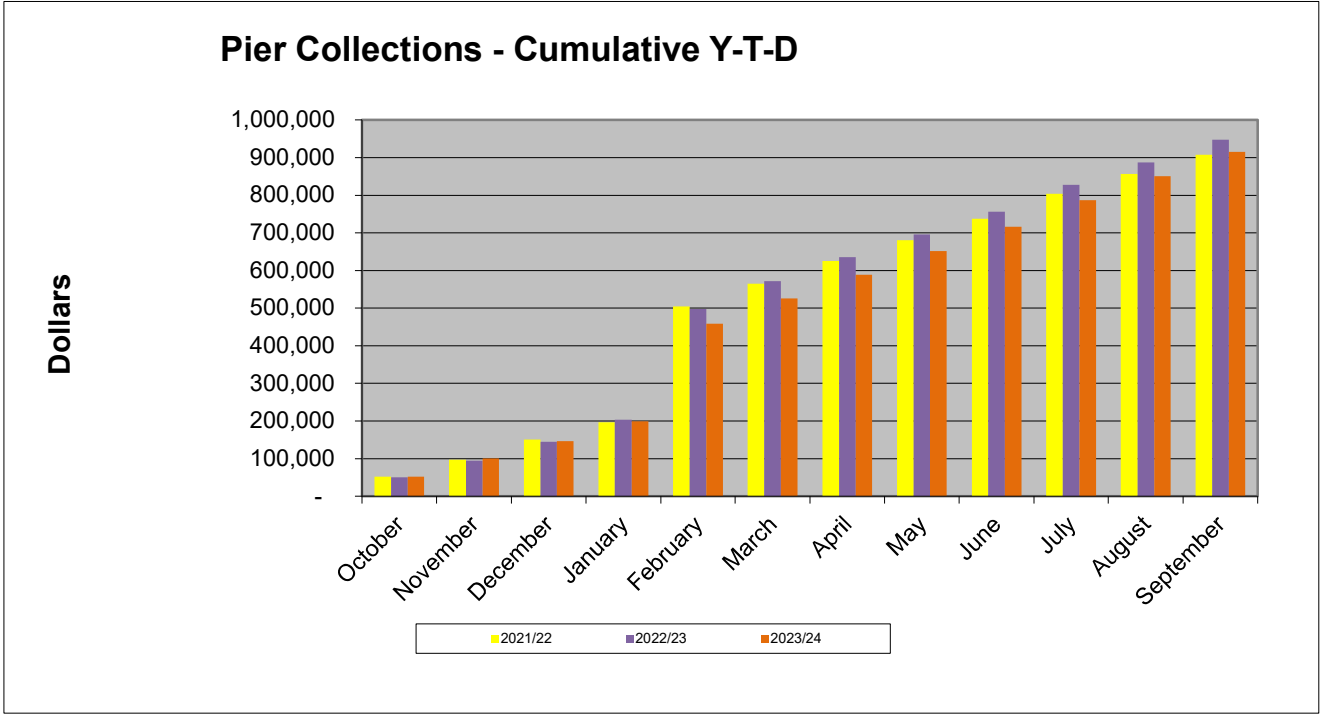
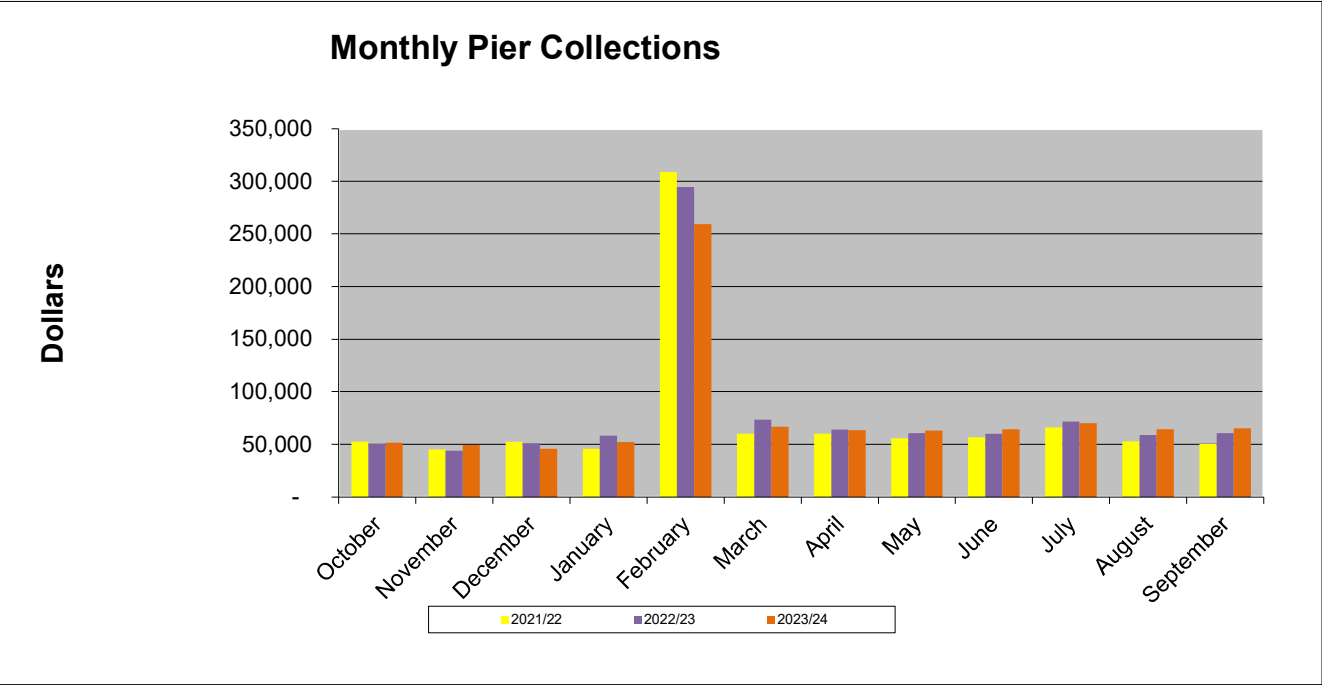
Pier Revenues

Monthly	2021/22	2022/23	2023/24
October	52,575	50,313	51,495
November	45,411	43,917	49,561
December	52,271	50,942	45,928
January	45,906	58,345	52,190
February	308,830	294,357	259,466
March	59,863	73,487	66,698
April	59,852	63,945	63,244
May	55,621	60,688	62,991
June	56,858	60,003	64,114
July	66,152	71,604	70,205
August	52,975	58,871	64,092
September	50,426	60,849	65,294
Total	906,740	947,320	915,279

Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

Cumulative	2021/22	2022/23	2023/24
October	52,575	50,313	51,495
November	97,986	94,229	101,056
December	150,257	145,171	146,984
January	196,163	203,516	199,174
February	504,993	497,873	458,640
March	564,856	571,360	525,338
April	624,708	635,305	588,583
May	680,329	695,993	651,574
June	737,187	755,996	715,688
July	803,339	827,600	785,894
August	856,314	886,471	849,985
September	906,740	947,320	915,279
Annual Budget Goal	844,816	937,301	942,488

Pier Revenues - thru September 2024

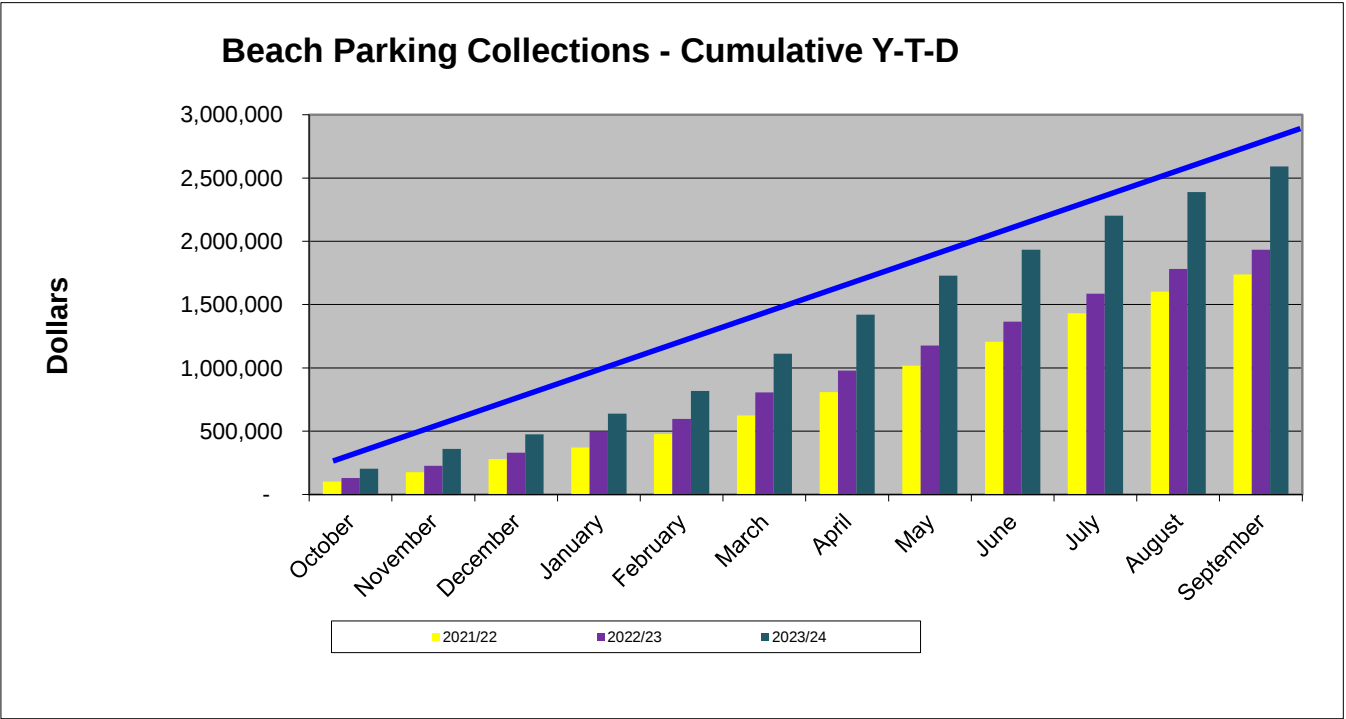
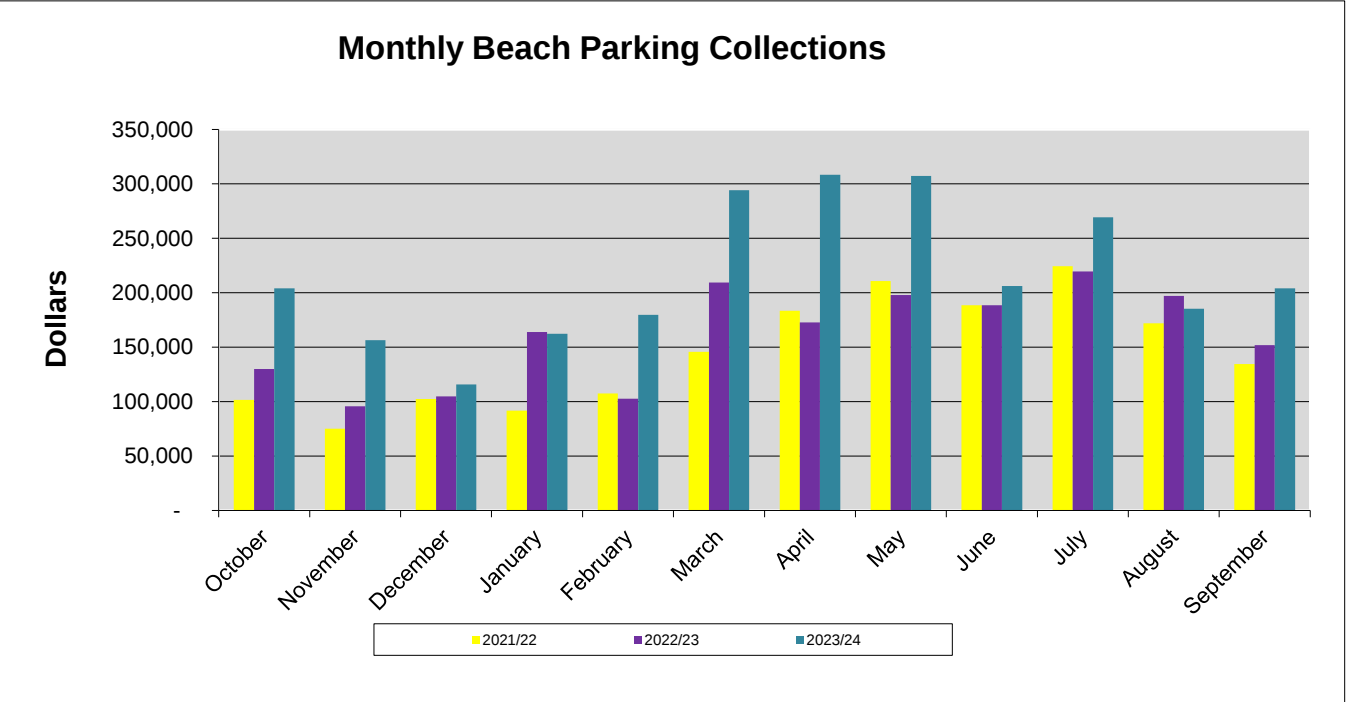


Parking Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Monthly			
October	101,582	130,026	203,967
November	75,146	95,694	156,460
December	102,321	104,713	115,640
January	91,751	164,030	162,393
February	107,375	102,648	179,664
March	145,848	209,333	294,283
April	183,397	172,853	308,344
May	210,704	197,957	307,252
June	188,603	188,603	206,128
July	224,411	219,627	269,299
August	171,951	197,119	185,189
September	134,616	151,776	204,001
Total	<u>1,737,704</u>	<u>1,934,380</u>	<u>2,592,620</u>

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Cumulative			
October	101,582	130,026	203,967
November	176,728	225,720	360,427
December	279,049	330,433	476,068
January	370,800	494,463	638,460
February	478,175	597,111	818,125
March	624,023	806,444	1,112,407
April	807,420	979,297	1,420,751
May	1,018,123	1,177,255	1,728,003
June	1,206,726	1,365,857	1,934,131
July	1,431,138	1,585,485	2,203,430
August	1,603,088	1,782,604	2,388,619
September	1,737,704	1,934,380	2,592,620
Annual Budget Goal	<u>1,347,086</u>	<u>1,558,354</u>	<u>1,800,000</u>

Beach Parking - thru September 2024

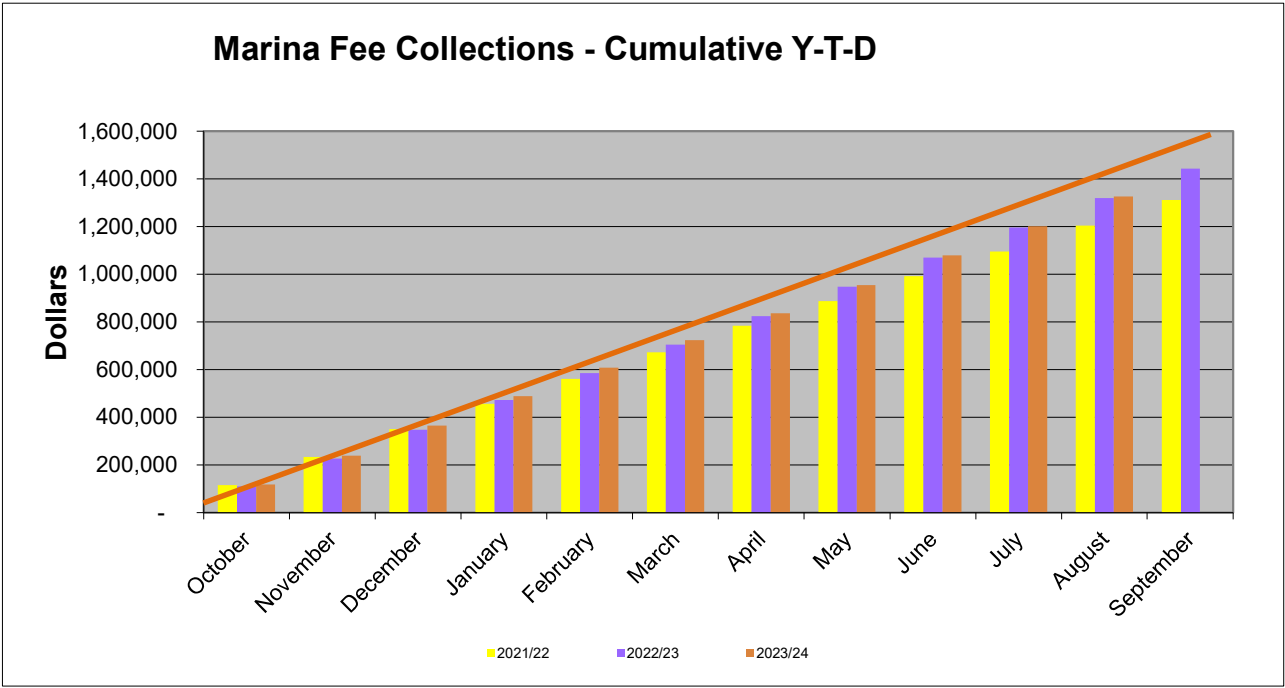
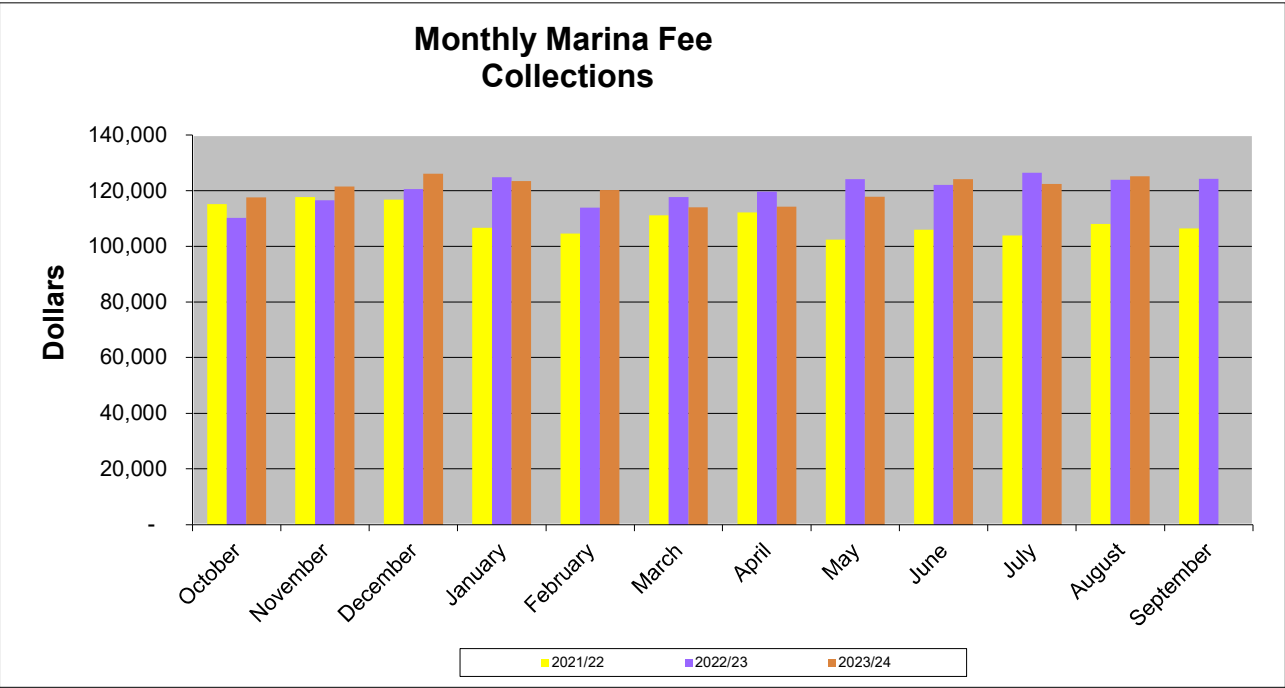


Marina Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Monthly			
October	115,264	110,239	117,540
November	117,663	116,542	121,509
December	116,830	120,621	126,034
January	106,673	124,885	123,519
February	104,605	113,849	120,277
March	111,125	117,710	114,070
April	112,170	119,728	114,246
May	102,373	124,138	117,832
June	106,001	122,027	124,132
July	104,000	126,485	122,421
August	108,096	123,889	125,237
September	106,418	124,369	
Total	<u>1,311,218</u>	<u>1,444,481</u>	<u>1,326,815</u>

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Cumulative			
October	115,264	110,239	117,540
November	232,927	226,781	239,049
December	349,758	347,402	365,082
January	456,431	472,287	488,602
February	561,036	586,135	608,878
March	672,161	703,845	722,948
April	784,330	823,574	837,194
May	886,703	947,711	955,026
June	992,704	1,069,738	1,079,158
July	1,096,704	1,196,223	1,201,579
August	1,204,800	1,320,112	1,326,815
September	1,311,218	1,444,481	
Budget Goal	<u>1,290,768</u>	<u>1,339,555</u>	<u>1,398,942</u>

Marina Fees - thru August 2024



City of Dania Beach
Commercial Solid Waste Report FY 2023-2024
Payments Received

Annual Budget \$ 900,000

Waste Hauler									
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Tropical Sanitation Inc	General Fund
Permit Application Fee	75.00	75.00	75.00	225.00	75.00	75.00	75.00	150.00	
Annual Permit Fee	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	Monthly Activity
Monthly Franchise									
Oct	\$ 2,506.09	\$ 33,232.87	\$ 11,277.12	\$ 3,777.33	\$ 1,165.19	\$ 4,666.00	\$ 11,433.00		\$ 68,057.60
Nov	2,601.53	38,500.99	16,379.12	4,298.24	1,283.08	2,932.48	12,079.29		78,074.73
Dec	2,641.05	37,758.93	19,566.05	3,826.03	1,230.70	-	9,776.60		74,799.36
Jan	2,685.42	37,936.93	11,993.95	-	1,020.06	2,216.87	12,653.65		68,506.88
Feb	2,666.10	37,587.43	-	-	1,227.76	3,091.54	-		45,435.33
Mar	2,655.25	36,268.18	13,650.06	-	1,058.93	2,330.35	25,489.54		81,452.31
Apr	-	38,177.74	14,093.61	-	1,367.47	2,399.02	13,241.25		69,279.09
May	5,964.43	35,007.04	12,353.80	-	1,826.65	-	15,476.92		70,628.84
Jun	2,895.07	36,788.45	10,685.89	-	1,200.22	1,876.85	16,111.21		69,557.69
Jul	2,993.62	36,221.53	10,843.80	-	1,329.93	2,093.81	13,190.35		66,673.04
Aug	2,813.55	35,913.14	9,591.72	-	1,134.05	6,892.72	-		56,345.18
Sep	3,614.26	34,917.49	11,610.52	-	1,466.89	-	9,459.34		61,068.50
Total Mo. Franchise	\$ 34,036.37	\$ 438,310.72	\$ 142,045.64	\$ 11,901.60	\$ 15,310.93	\$ 28,499.64	\$ 138,911.15		\$ 748,810.05

	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC		Solid Waste Fund
Monthly Franchise									
Oct	\$ 835.36	\$ 11,077.62	\$ 3,759.04	\$ 1,259.11	\$ 388.40	\$ 1,555.34	\$ 3,811.00		\$ 22,685.87
Nov	\$ 867.18	\$ 12,833.66	\$ 5,459.71	\$ 1,432.75	\$ 427.70	\$ 977.49	\$ 4,026.43		\$ 26,024.92
Dec	\$ 880.35	\$ 12,586.31	\$ 6,522.02	\$ 1,275.34	\$ 410.23	-	\$ 3,258.87		\$ 24,933.12
Jan	\$ 895.14	\$ 12,645.65	\$ 3,997.99	-	\$ 340.02	\$ 738.95	\$ 4,217.88		\$ 22,835.63
Feb	\$ 888.70	\$ 12,529.14	-	-	\$ 409.25	\$ 1,030.52	-		\$ 15,145.11
Mar	\$ 885.08	\$ 12,089.40	\$ 4,550.02	-	\$ 352.98	\$ 776.78	\$ 8,496.52		\$ 27,150.78
Apr	-	\$ 12,725.92	\$ 4,697.87	-	\$ 455.82	\$ 799.67	\$ 4,413.75		\$ 23,093.03
May	\$ 1,988.15	\$ 11,669.07	\$ 4,117.94	-	\$ 608.89	-	\$ 5,158.98		\$ 23,543.03
Jun	965.03	12,262.82	3,561.96	-	400.08	625.62	5,370.40		\$ 23,185.91
Jul	997.87	12,073.85	3,614.60	-	443.31	697.94	4,396.79		\$ 22,224.36
Aug	937.85	11,971.05	3,197.24	-	378.02	2,297.58	-		\$ 18,781.74
Sep	1,204.75	11,639.16	3,870.18	-	488.96	-	3,153.11		\$ 20,356.16
Total Mo. Franchise	\$ 11,345.46	\$ 146,103.65	\$ 47,348.57	\$ 3,967.20	\$ 5,103.66	\$ 9,499.89	\$ 46,303.73		\$ 249,603.50
Total Receipts	\$ 46,456.83	\$ 585,489.37	\$ 190,469.21	\$ 17,093.80	\$ 21,489.59	\$ 39,074.53	\$ 186,289.88	\$ 1,086,363.21	

City of Dania Beach: Master Capital Projects Summary as of 05-31-2024

Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Total Expenses & Encumbrances	FY 23-24 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
Stormwater Fund												
SE Stormwater II	PS-SW-0010	SRF Loan, Stormwater	6,126,822	-	-	865,440	6,971,318	(850,593)	6,120,725	Construction		
Neighborhood Drainage Improvement		Surtax, Stormwater	1,170,960	-	-	3,000,000	4,170,960	(3,018,832)	1,152,128	Construction		
SW 37th Terrace Drainage Improvement	PS-SW-0070	Stormwater	1,200,000	375,000	375,000	1,200,000	1,200,000	(1,097,830)	-	Completed/Waiting on Grant Reimbursement		9/30/2026
SW 54th Court Drainage Improvement	PS-SW-0050	Stormwater	1,200,000	350,000	350,000	1,200,000	1,200,000	(1,010,092)	-	Completed/Waiting on Grant Reimbursement		9/30/2026
SW 43rd Terrace Stormwater Improvement	PS-SW-0040	Transportation Surtax, Stormwater	2,297,468	2,076,876	220,592	-	2,297,468	(2,300,699)	(3,231)	Construction - Grant Revenue Received Nov 2023		
Citywide Stormwater Master Plan/CDBG Mitigation	PS-SW-0080	Stormwater, CDBG-MIT	-	795,000	265,000	16,535	1,076,535	(1,045,940)	30,595	Design		
PJ Meli Drainage Project		Stormwater	247,340	-	-	-	247,340	(247,340)	-	Construction		

Total Stormwater Fund Projects

9,842,590 2,871,876 485,592 3,881,975 14,763,621 (7,463,404) 7,300,217

Water Fund

NW 1st Ave Water Main Stirling-City Hall	N/A	Water	431,730	-	-	-	431,730	(48,549)	383,183	Design		
AMI Water Meter System		Water	265,540	-	-	-	265,540	(265,540)	-	Design		

Total Water Fund Projects

697,270 - - - 697,270 (314,089) 383,183

Sewer Fund

Lift Rehabs 5,7,10	PS-SU-0010	Sewer	1,137,594	-	-	(9,607)	1,127,987	(1,007,274)	120,713	Construction		
SCADA System	PS-SU-0011	Sewer	257,715	-	-	13,620	271,335	(271,335)	-	Construction		
Inflow and Infiltration Mainline Repairs Project		Sewer	2,041,450	-	-		2,041,450	(2,041,450)		Construction		
HMGP Lift Stations	PS-SU-0021	HMGP	499,800	9,369,678	404,918	-	10,274,395	(10,274,395)	123,375	Construction		9/30/2026
Lift Station Mitigation Phs III		FDEP	8,339,000	4,169,500	4,169,500	-	8,339,000	-	8,339,000	Construction		9/30/2026

Total Sewer Fund Projects

12,275,559 13,539,178 4,574,418 4,013 22,054,167 (13,594,454) 8,583,088

Pier Fund

Pier Refurbishing	PS-BP-0040, PS-BP-0041	Pier, GF Loan	500,000	-	-	1,818,188	2,318,188	(2,320,746)	(2,558)	Construction		
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Total Pier Fund Projects

500,000 - - 1,818,188 2,318,188 (2,320,746)

Grants Fund

Fire Rescue - Station #1	PS-PB-0020, PS-PB-0021	HMGP, City Match	-	812,850	270,150	-	1,083,000	(232,280)	850,720	Construction		7/31/2024
City Hall Wind Retrofit and Generator	PS-BP-0010, PS-BP-0011	HMGP	-	2,405,500	-	-	2,405,500	(222,300)	2,183,200	Design		6/30/2024
CDBG 48th Year Solar Lights	NA	CDBG	177,575		24,000	-	201,575	-	177,575	Design		9/30/2023
HMGP Hardening Grant Police Generator	NA	HMGP	264,000	-	-	-	264,000	(19,450)	236,000	Design		5/31/2024
Mullikin Park	NA	FDEP	312,623	250,000	200,000	300,000	612,623	(69,163)	543,461	Design		6/30/2025
Watershed Master Plan Grant	NA	FEMA	100,000	25,000	75,000	100,000	-	(50,000)	50,000			9/30/2024
Vulnerability Assessment	NA	FDEP	95,500	95,500	-	-	95,500	-	95,500			

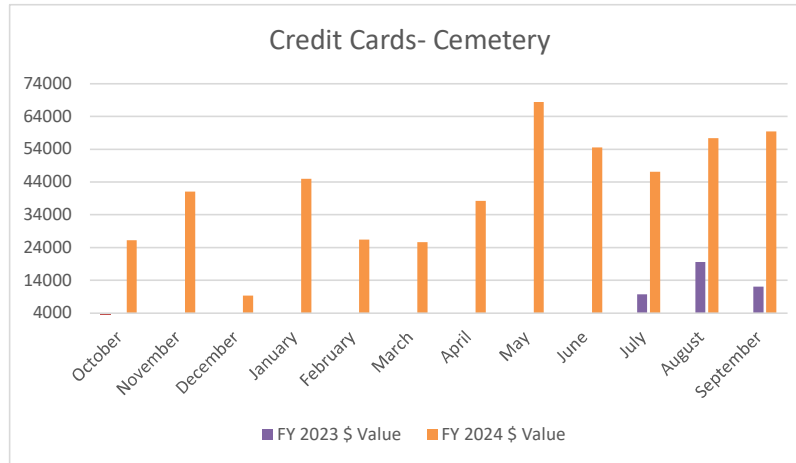
Total Grants Fund Projects

949,698 3,588,850 569,150 400,000 4,662,198 (593,192) 4,136,456

Capital Projects Fund

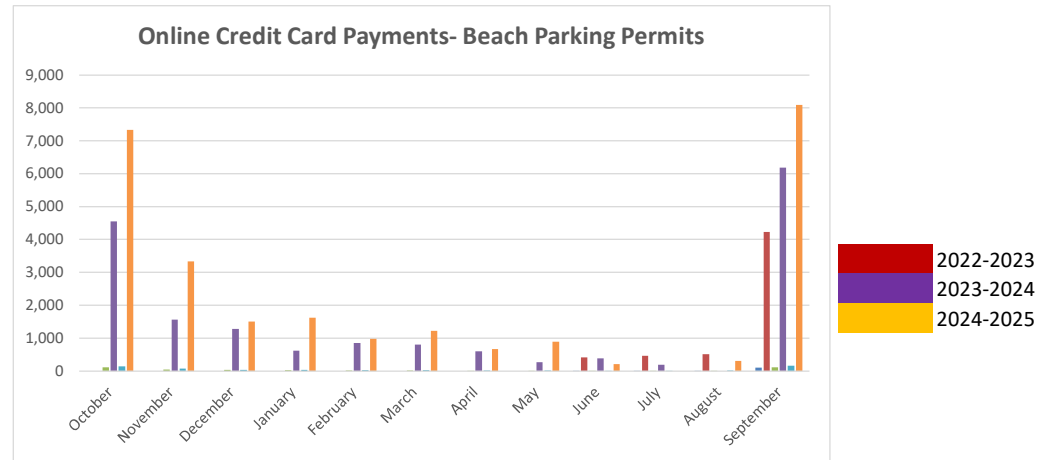
Southeast 5th Avenue Crosswalk	PS-RB-0031	Capital	200,000	-	-	-	200,000	(80,500)	119,500	Construction		
Nyberg Swanson / Women's Club	PS-PB-0040, PS-PB-0041	Capital	2,500,000	-	-	647,987	3,147,987	(1,659,133)	1,488,854	Construction		
Solar Street Lighting	PS-RB-0040, PS-RB-0041, PS-RB-0042, PS-RB-045	Capital, Bank Loan	1,305,462	-	-	1,600,000	2,905,462	(1,625,394)	1,280,068	Construction		
Oasis XV - Capital Fund	N/A	Capital	270,000	-	-	-	270,000	-	270,000	NA		
Sidewalk Masterplan Tier 1	N/A	Capital, ARPA, GF	400,000	-	-	422,604	822,604	(822,604)	0	Construction		
Roadway and Median Electrical	N/A	Capital	200,000	-	-	575,000	1,475,000	(507,027)	967,973	Construction		
Beach Revitalization Phase II	PS-BP-0050, PS-BP-0052	Capital	925,000	-	-	801,798	1,726,798	(1,304,709)	422,089	Construction		
City Hall Restrooms	PS-PB-0055	Facilities	188,654			-	188,654	(209,154)	-	Construction		

FY 2023			FY 2024		
	<u># of</u>		<u># of</u>		
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	
October			12	\$26,300	
November			21	\$41,105	
December			6	\$9,330	
January			19	\$44,995	
February			9	\$26,465	
March			9	\$25,630	
April			9	\$38,255	
May			17	\$68,375	
June			18	\$54,575	
July	5	\$9,740	18	\$47,175	
August	8	\$19,610	25	\$57,400	
September	6	\$12,030	17	\$59,485	
		\$41,380		\$499,090	

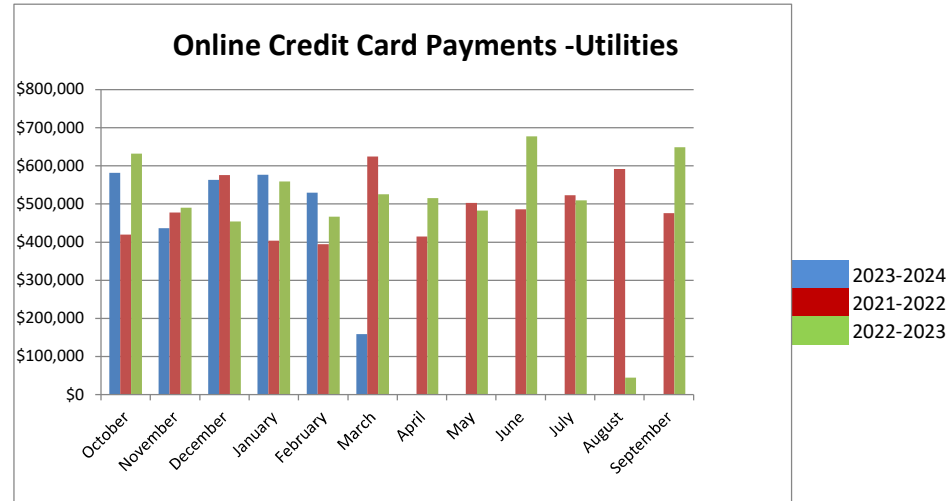


2023-2024
2024-2025

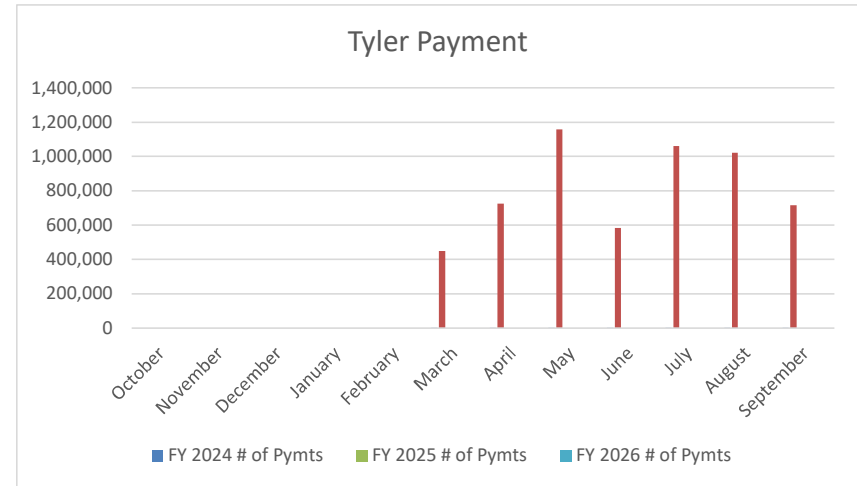
FY 2022			FY 2023		FY 2024	
			<u># of</u>		<u># of</u>	
	<u># of Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			112	\$4,547	141	\$7,334
November			46	\$1,562	74	\$3,333
December			36	\$1,284	37	\$1,503
January			23	\$615	31	\$1,616
February			19	\$851	23	\$979
March			18	\$802	26	\$1,225
April			13	\$604	19	\$663
May	0	\$0	10	\$267	21	\$888
June	9	\$411	10	\$385	9	\$208
July	10	\$460	9	\$198	2	\$0
August	13	\$508	2	\$0	20	\$310
Septembe	106	\$4,227	115	\$6,191	162	\$8,089



	FY 2024		FY 2022		FY 2023	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	1,806	\$581,381	1,756	\$419,523	1,799	\$631,937
November	1,626	\$436,666	1607	\$477,225	1698	\$490,381
December	1,720	\$563,383	1644	\$575,861	1676	\$453,598
January	1,851	\$576,388	1580	\$403,966	1814	\$559,003
February	1,727	\$529,750	1461	\$393,924	1586	\$466,879
March	399	\$159,173	1883	\$624,708	1673	\$524,878
April	6	\$300	1558	\$415,006	1696	\$514,951
May	0	\$0	1635	\$502,840	1705	\$482,818
June	0	\$0	1771	\$486,384	1890	\$677,359
July	0	\$0	2003	\$522,805	1956	\$509,105
August	0	\$0	1919	\$591,853	1745	\$44,810
September	0	\$0	1748	\$475,765	1953	\$648,891

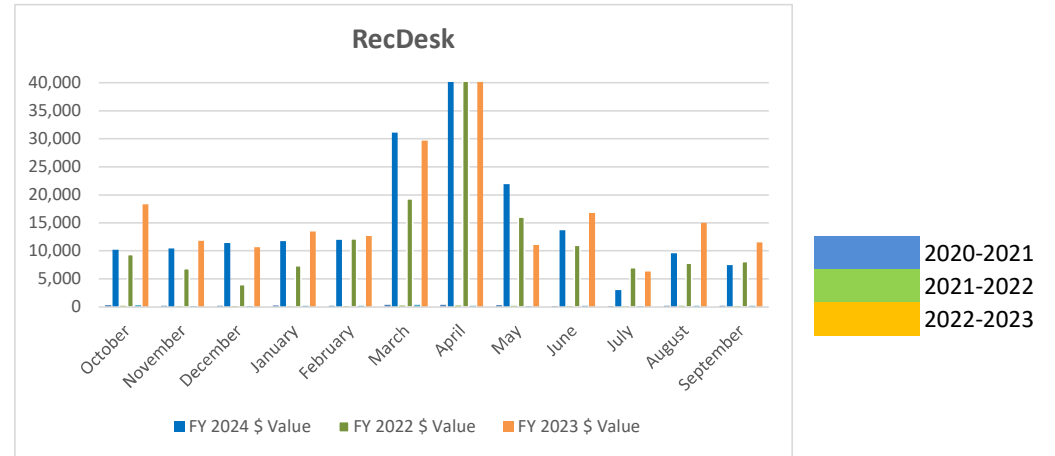


	FY 2024		FY 2025		FY 2026	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October						
November						
December						
January						
February						
March	31	\$448,959				
April	30	\$724,743				
May	30	\$1,159,841				
June	30	\$584,435				
July	31	\$1,062,320				
August	31	\$1,020,856				
September	30	\$715,255				

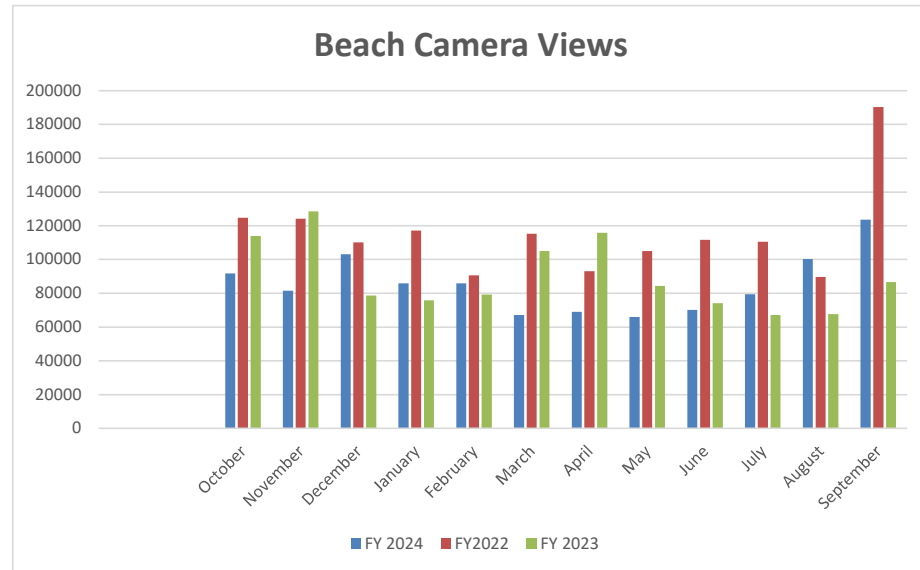


Pull information from "Net Financial Activity"

	FY 2024		FY 2022		FY 2023	
	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>
October	305	\$10,189	203	\$9,350	293	\$18,293
November	219	\$10,420	126	\$6,835	188	\$11,802
December	218	\$11,389	112	\$3,952	184	\$10,643
January	266	\$11,741	106	\$7,346	228	\$13,489
February	201	\$11,951	159	\$12,120	215	\$12,691
March	422	\$31,083	252	\$19,322	339	\$29,674
April	377	\$5,988,032	264	\$48,956	229	\$54,344
May	315	\$21,926	205	\$16,068	147	\$11,025
June	168	\$13,708	125	\$10,999	216	\$16,773
July	183	\$3,038	108	\$7,008	125	\$6,317
August	233	\$9,575	203	\$7,805	242	\$15,031
September	218	\$7,421	133	\$8,115	240	\$11,545

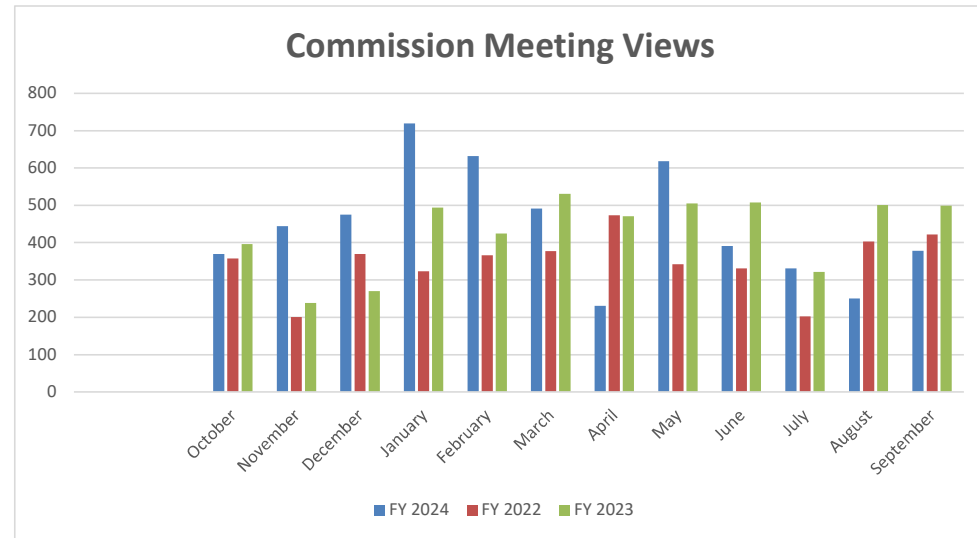


	FY 2024	FY2022	FY 2023
October	91,738	124,800	113,900
November	81,622	124,100	128,500
December	103,235	110,100	78,800
January	85,760	117,200	75,900
February	85,861	90,500	79,200
March	67,008	115,300	105,100
April	69,102	93,100	115,900
May	66,040	104,900	84,300
June	70,024	111,500	74,100
July	79,388	110,600	67,100
August	100,130	89,700	67,700
September	123,562	190,300	86,599



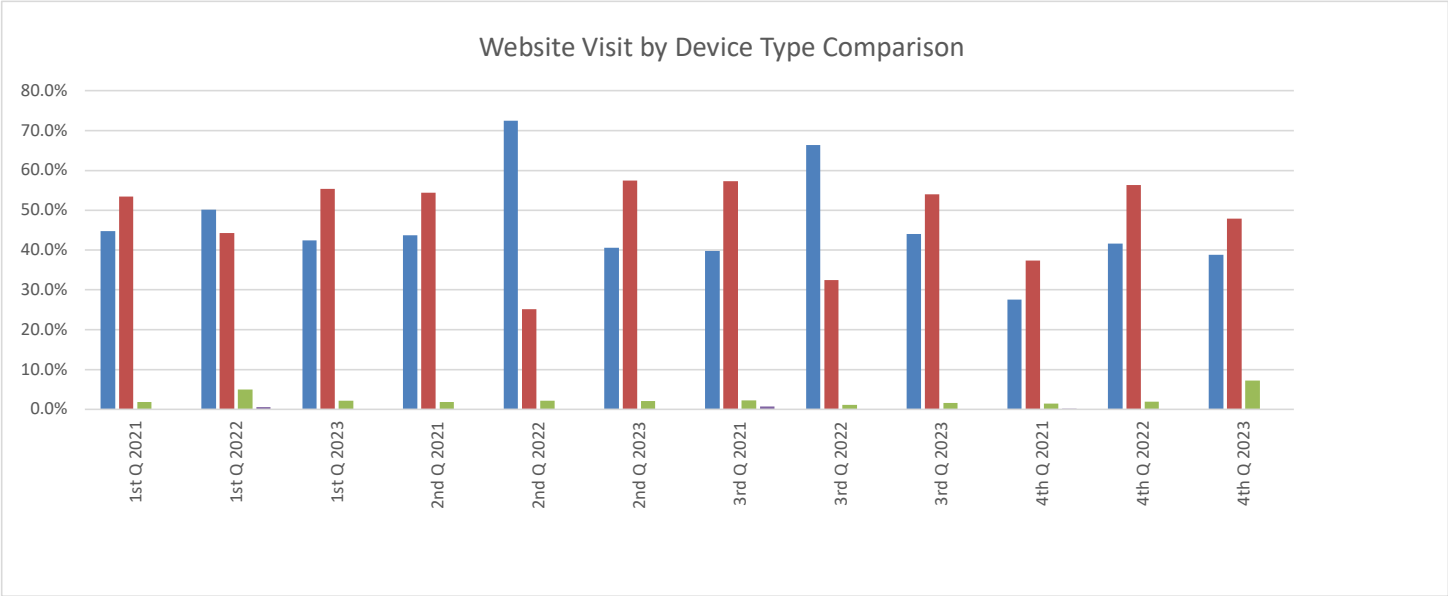
YouTube Channel
FY 2024 **FY 2022** **FY 2023**

October	369	357	396
November	444	201	238
December	475	369	270
January	719	323	494
February	632	366	424
March	491	377	531
April	231	473	471
May	618	342	505
June	391	331	508
July	331	202	321
August	250	403	501
September	378	422	499

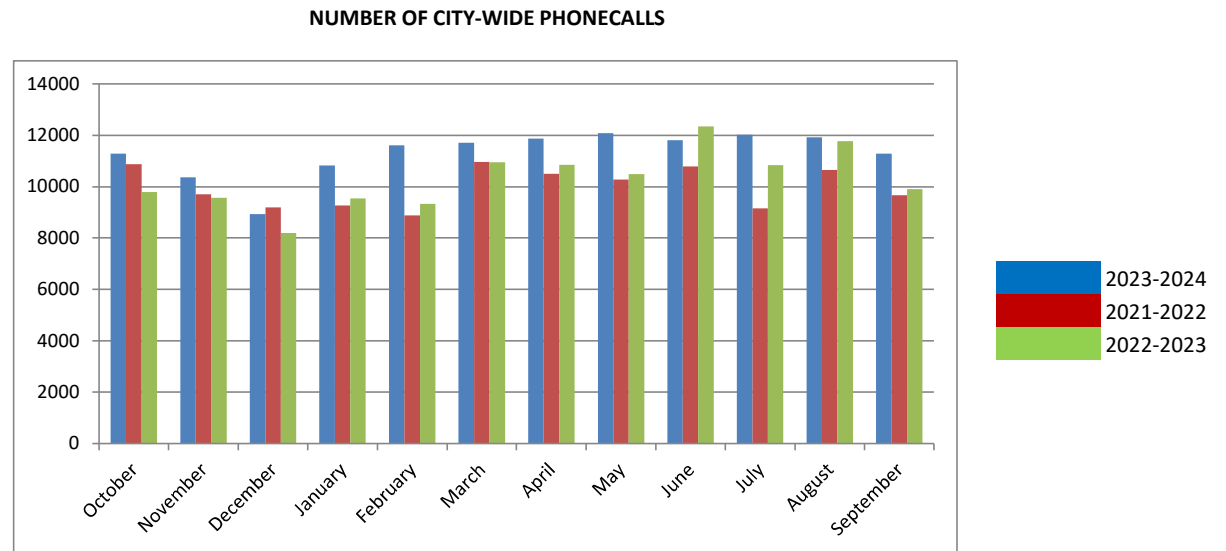


Website Visit by Device Type Comparison

	1st Q 2021	1st Q 2022	1st Q 2023	2nd Q 2021	2nd Q 2022	2nd Q 2023	3rd Q 2021	3rd Q 2022	3rd Q 2023	4th Q 2021	4th Q 2022	4th Q 2023
Desktop	44.7%	50.2%	42.5%	43.7%	72.5%	40.5%	39.7%	66.4%	44.1%	27.6%	41.6%	38.8%
Smartphone	53.4%	44.2%	55.3%	54.4%	25.1%	57.4%	57.3%	32.5%	54.0%	37.3%	56.4%	47.9%
Tablet	1.8%	5.0%	2.2%	1.9%	2.2%	2.1%	2.3%	1.2%	1.6%	1.5%	2.0%	7.3%
Other	0.0%	0.6%		0.0%			0.7%			0.1%		

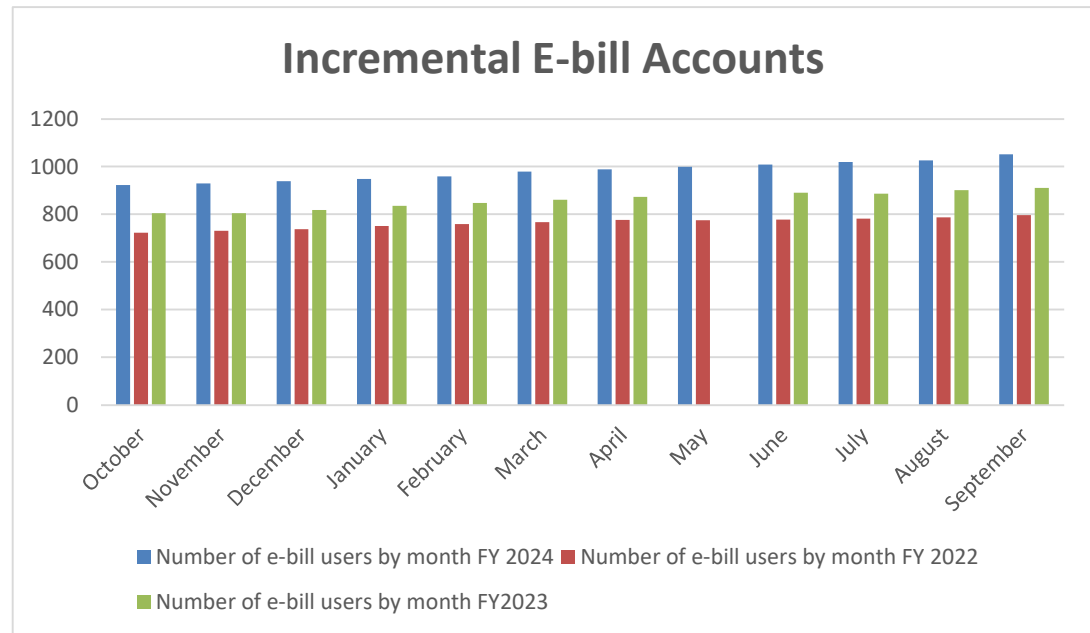


	<u>FY 2024</u>	<u>FY 2022</u>	<u>FY 2023</u>
October	11,286	10,868	9,789
November	10,370	9,702	9,564
December	8,932	9,193	8,197
January	10,820	9,268	9,543
February	11,612	8,875	9,338
March	11,703	10,960	10,946
April	11,869	10,499	10,851
May	12,087	10,274	10,489
June	11,809	10,791	12,351
July	12,019	9,164	10,843
August	11,919	10,658	11,775
September	11,293	9,667	9,897



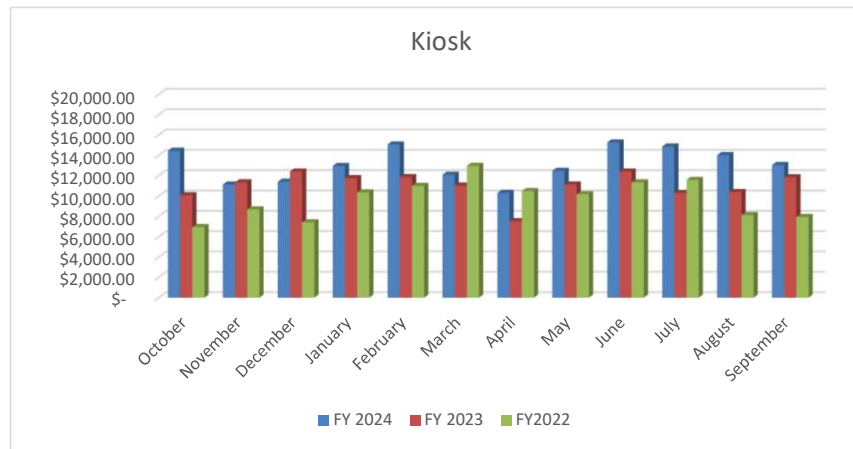
Number of e-bill users by month

	<u>FY 2024</u>	<u>FY 2022</u>	<u>FY2023</u>
October	922	722	804
November	929	731	805
December	939	738	818
January	948	751	835
February	959	759	848
March	979	767	861
April	988	776	873
May	999	775	
June	1008	778	890
July	1019	782	886
August	1026	787	901
September	1051	797	910



Kiosk

	<u>FY 2024</u>	<u>FY 2023</u>	<u>FY2022</u>
October	\$ 14,452.23	\$ 10,067.50	\$ 6,940.80
November	\$ 11,121.83	\$ 11,339.44	\$ 8,678.89
December	\$ 11,401.43	\$ 12,409.30	\$ 7,403.30
January	\$ 12,953.63	\$ 11,755.07	\$ 10,348.96
February	\$ 15,069.97	\$ 11,856.78	\$ 10,992.74
March	\$ 12,091.93	\$ 11,032.47	\$ 12,964.70
April	\$ 10,302.51	\$ 7,514.64	\$ 10,480.52
May	\$ 12,472.31	\$ 11,120.90	\$ 10,160.84
June	\$ 15,266.47	\$ 12,405.61	\$ 11,336.27
July	\$ 14,865.64	\$ 10,289.44	\$ 11,575.17
August	\$ 14,014.91	\$ 10,380.86	\$ 8,117.21
September	\$ 13,041.75	\$ 11,842.84	\$ 7,940.87



Business Tax Receipt Activity - September 2024

Out of Business/Inactive	# of BTRs	Dollar Amount
229 Partner LLC	1	-
All Marine Boat Auto Service	1	\$ 520.00
Atlantic Specialty Insurance Company	1	\$ 183.75
Avemco Insurance Company	1	\$ 183.75
Boisclair, Andre &	1	\$ 31.50
Boston Mutual Life Ins Co	1	\$ 183.75
Dania JSS LLC	5	\$ 315.00
Dennis Marrone	2	\$ 393.00
Doris Drouin & Roger Dubreuil	1	\$ 31.50
Fence Wholesale LLC	1	\$ 525.00
Finish Line Feeds, Inc	1	\$ 859.26
FNI Properties LLC	1	\$ 15.75
Marrone, Dennis	7	\$ 1,898.25
Miss Imagination	1	\$ 372.50
Old Republic General Insurance Corp	1	\$ 183.75
New Trend LLC	1	\$ 459.37
Solution Investors Inc	1	\$ 69.30
Twin Harbors Property Mgmt LLC	2	\$ 69.32
U.S. Specialty Insurance Co	1	\$ 183.75
Viacheslav Sablin	1	\$ 259.87
Total Out of Business/Inactive	32	\$ 6,738.37

New Approved Applications	# of BTRs	Dollar Amount
16th Street Realty LLC	1	\$ 31.50
2110 SW 51 CT LLC	1	\$ 31.50
229 Partner LLC	1	\$ 31.50
AB & C Collectibles and Gold	1	\$ 1,465.00
Anchor Yacht Management	1	\$ 677.50
Andre & Fernande Boisclair	1	\$ 31.50
Ang Ovak LLC	1	\$ 63.00
Continental Indemnity Company	1	\$ 183.75
Dania JSS LLC	4	\$ 252.00
DMS Contractors LLC	1	\$ 730.00
Evan Rubenstein DMD, PA	1	\$ 651.25
EZ Club Properties LLC	1	\$ 236.25
Florida Impact Protection LLC	1	\$ 520.00
Gal Hamo	1	\$ 31.50
Generali US Branch	1	\$ 183.75
Global Companies LLC	1	\$ 498.75
Goal Gurus LLC	1	\$ 572.50
Grimco Inc	1	\$ 677.50
Herron Roofing Inc	1	\$ 210.00
Hidd Services Inc	1	\$ 131.25
Hidden Oasis Villas & Marine LLC	1	\$ 63.00
Hidden Oasis Villas and Marine LLC	1	\$ 672.00
Idan Drouskin	1	\$ 236.25
Ira Salitsky	1	\$ 31.50
Jose Seisededos	1	\$ 31.50
KB International Trading Corp	1	\$ 677.50
Kiana Oliva & Natacha Montoya	1	\$ 259.87
L Ohana Family Properties LLC	1	\$ 63.00
LDE Group Inc	1	\$ 677.50
Pausin Inc	1	\$ 730.00
Bral International	1	\$ 572.50
Nadav Izhaki	1	\$ 63.00
Perspective Marine	1	\$ 625.00
Prime Real Estate Holdings LLC	1	\$ 31.50
Ricardo Verdin	1	\$ 196.50
Richard Dwyer	1	\$ 31.50
Saito Dania LLC	1	\$ 520.00
Senior Life Insurance Company	1	\$ 183.75
Sk'i's Trees and Vapes LLC	1	\$ 1,465.00
Tanya Walton	1	\$ 236.25
Twin Harbors Property Management LLC	1	\$ 31.50
Unilatina Corp	1	\$ 546.25
Yakol Inc	1	\$ -
Total New Applications	46	\$ 15,154.87

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	300	\$ 84,446.80
Paid Renewals	2,964	\$ 1,034,367.97
Total BTRs as of 09/30/2024	3,264	1,118,814.77 **

**includes license fee, fire inspection & solid waste registration

	Water Fund				Monthly Utility Account Activity			MISC	
	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		⁵	# per Month	Prior Yr.
	2023	2024	2023	2024	2023	2024	# of Accts		
Oct	46,710.00	3,114.00	-	1,450.00	2,565.00	2,660.00	532.00	47	30
Nov		-	-	-	2,540.00	2,865.00	573.00	39	35
Dec	53,717.00	6,228.00	-	-	3,125.00	2,630.00	526.00	48	40
Jan	2,282.00	-	-	-	2,795.00	2,995.00	599.00	48	33
Feb	44,375.00	10,241.00	4,671.00	-	2,630.00	2,850.00	570.00	40	40
Mar	1,557.00	1,557.00	-	1,450.00	2,760.00	2,770.00	554.00	50	60
Apr	7,785.00	-	1,650.00	-	1,965.00	2,255.00	451.00	58	35
May	1,557.00	2,900.00	-	-	2,215.00	2,480.00	496.00	56	55
Jun	4,671.00	12,456.00	1,450.00	1,750.00	2,715.00	3,005.00	601.00	39	49
Jul	-	-	-	75.00	2,860.00	2,640.00	528.00	43	53
Aug	10,120.00	63,837.00	12,456.00	1,935.00	2,855.00	2,705.00	541.00	48	52
Sept	196,961.00	-	1,750.00	2,900.00	2,510.00	3,065.00	613.00	56	39
Total	\$ 369,735	\$ 100,333	\$ 21,977	\$ 9,560	\$ 31,535	\$ 32,920	\$ 6,584	572	521

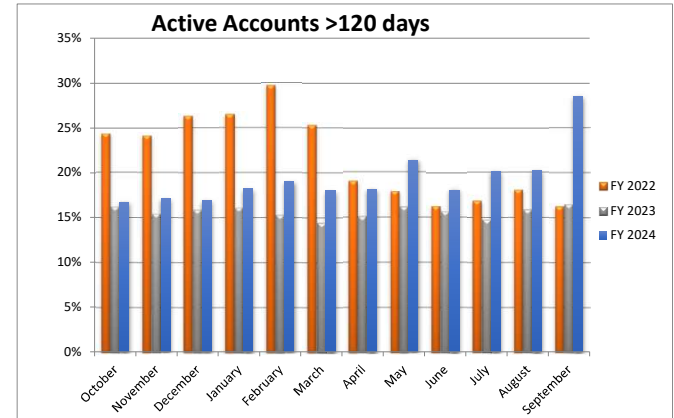
11% # of City's 4850 account became delinquent for this period

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

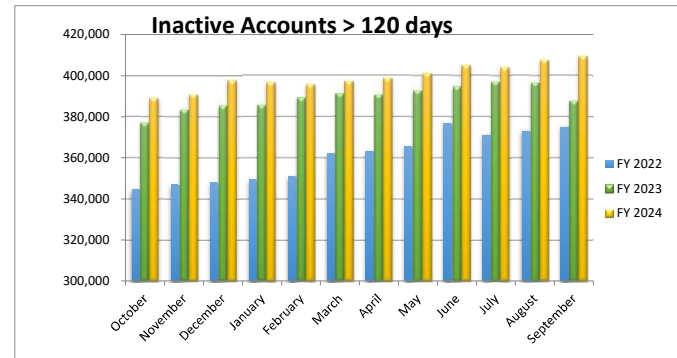
	FY 2022			FY 2023			FY 2024		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	275,153	\$ 1,130,854	24%	184,989	\$ 1,140,696	16%	207,794	\$ 1,241,355	17%
November	276,502	1,145,557	24%	186,463	1,205,526	15%	216,614	1,267,676	17%
December	286,708	1,088,332	26%	188,661	1,186,620	16%	214,935	1,270,207	17%
January	309,337	1,166,202	27%	188,029	1,165,000	16%	220,340	1,211,794	18%
February	322,379	1,084,213	30%	185,376	1,210,890	15%	231,139	1,217,188	19%
March	281,908	1,112,053	25%	183,535	1,267,253	14%	235,434	1,310,333	18%
April	222,556	1,169,668	19%	190,502	1,262,289	15%	236,352	1,307,061	18%
May	211,091	1,178,959	18%	189,684	1,172,418	16%	262,509	1,229,203	21%
June	190,542	1,173,565	16%	184,340	1,178,310	16%	247,808	1,372,056	18%
July	201,407	1,194,888	17%	190,677	1,288,709	15%	261,459	1,298,366	20%
August	202,749	1,120,866	18%	198,874	1,252,551	16%	252,820	1,250,659	20%
September	183,816	1,129,966	16%	203,881	1,235,287	17%	360,091	1,263,892	28%
Annual Avg	\$ 247,012	\$ 1,141,260	22%	\$ 189,584	\$ 1,213,796	16%	\$ 245,608	\$ 1,269,983	19%

Active Account Graph: Billing data indicates delinquency rate on active accounts remain constant at an average of 1% of billings per month



INACTIVE ACCOUNTS

	FY 2022			FY 2023			FY 2024	
	>120 Past Due	% +/-		>120 Past Due	% +/-		>120 Past Due	% +/-
October	344,685	9%		377,040	10%		388,922	3%
November	346,914	10%		383,454	10%		390,867	2%
December	347,964	10%		385,515	10%		397,662	3%
January	349,252	9%		385,601	9%		396,459	3%
February	350,890	10%		389,237	10%		395,697	2%
March	361,917	7%		391,059	7%		397,067	2%
April	363,125	7%		390,781	7%		398,812	2%
May	365,539	7%		392,882	7%		401,076	2%
June	376,626	5%		394,781	5%		405,003	3%
July	371,165	7%		397,219	7%		404,194	2%
August	372,990	6%		396,674	6%		407,690	3%
September	375,001	3%		387,690	3%		409,329	5%
Annual Avg	\$ 360,506	7%		\$ 389,328	7%		\$ 399,398	3%



City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/23 (Audited)

----- General Fund -----

<u>Contingency</u>	<u>Unassigned Fund Balance</u>
--------------------	------------------------------------

\$ 426,700	\$ 28,875,722
------------	---------------

(Uses) / Additions:

October	-	(1,108,872)
November	(6,800)	(1,651,835)
December	(11,122)	-
January	(27,950)	-
February	(8,483)	-
March	(6,200)	-
April	(11,850)	(1,000,000)
May	(12,900)	-
June	(4,820)	-
July	(55,000)	-
August	(3,138)	-
September	(78,988)	(503,840)

Sub-Total (Uses) / Additions

(227,251)	(4,264,547)
-----------	-------------

Sub-Total Available

199,449	24,611,175
---------	------------

Other Considerations

GFOA/City Commission 25% Reserve

(13,000,000) est.

Estimate of Availability at 09/30/24

\$ 199,449	\$ 11,611,175
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City of Dania Beach

#001-18-00-519-99-10

Contingency Account

Original Budget \$ 325,000

Amendment 101,700

Collins playground, veterans Park and 5k Race

Uses:

	Total	
Oct	-	
Nov	(6,800)	DB Press \$300;DBHS \$4,000;BSO Toy Drive \$2,500
December	(11,122)	\$4572 5k walk; \$300 DB Press; \$5,000 MLK; \$1,000 Winter Camp; \$250 Committee of 100
January	(27,950)	\$20k-Signage for Linear Park; \$4k Prestge Club Etiquette Lunch \$900 Winter Camop; \$2.5k State of the Region MPO; \$550 DB Press
February	(8,483)	Lighthouse 4 Students \$1500; Love our Nation \$1500 MPO Ad \$250; BLC Gala \$5,000 ; Awards \$233.22
March	(6,200)	Loving Souls \$200; BLC Scholarship \$1,000;Collins Elementary Parade \$5k
April	(11,850)	\$3k Olsen Middle Graduation, \$3k Coast Guard Aux Rental, \$500 Presige Club, \$4k Earth Day Sculpture; \$450 Special event fees
May	(12,900)	Pedestal and Plaques -DP Key \$5,900; Pillow Talk prog \$2500;End of Year School Takeover Event \$,500
June	(4,820)	Post 209 Boys & Girls -State \$2,694; Summer Camps \$2,126
July	(55,000)	Lighthouse for students \$2,500; Career Source Broward \$50k; Love our Nation \$2,500
August	(3,138)	DB Chamber Mayoral - Sponsorship - \$2,000; AFL-CIO Ball - 4 tickets - \$1,138
September	(78,988)	* see below
Balance Remaining	\$ 199,449	

Account		Inquiry	Journal Type	SubLedger	Journal Number	Transaction Description	Debit	Credit
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004633	Prestige Club Gala 10.19.24		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004674	Olsen Middle School - Water Bottl...		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004686	ROYALTY - James - 9.24.24		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004688	Tamara James Foundation - \$1000...		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004689	Loretta's Heart - JAMES - \$3500		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004690	Lighthouse 4Students - DAVIS - \$4...		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004691	Love our Nation - DAVIS - \$2000		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004692	DB Historical Society - \$6000		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004697	Multi-Agency Homeless Taskforce ...		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004698	American Legion Post 304 - \$7500		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004699	American Legion Post 209- \$7500		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004700	Dania Beach Lions Club - \$5825		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004701	DB Improvement Committee - \$2...		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004702	Women's Auxiliary = Post 304 - \$2...		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004703	Olsen Middle School - Robotics Pr...		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004704	Collins Elementary - \$2000		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004705	Dania Elementary - \$2000		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004706	Mystic Force (childhood cancer) \$...		
1-18-00-519-99-10			Budget Adjustment	General Ledger	2024-00004707	Gracefully Aging - \$300		

City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/23</u>	28,875,722	
Uses: #389-90-01			
October	(1,108,872)		Carryovers/ P.O's etc
November	(1,651,835)		Purchase of 148 N Federal Highway \$1,611,426
December	-		\$40,409- Surplus Carry Over for lease of modular offices
January	-		
February	-		
March	-		
April	(1,000,000)		CW Thomas GMP Funding
May	-		
June	-		
July	-		
August	-		
September	(503,840)		Mullikin Park Project
Total Uses (Sources)	<u>(4,264,547)</u>		
Estimated Balance Available 09/30/24	<u>\$ 24,611,175</u>		
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve	(13,000,000) est.		
Estimate of Availability at 09/30/24	<u>11,611,175</u>		



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
MONDAY, OCTOBER, 7, 2024 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 7:04 p.m.

Present:

Mayor A. J. Ryan IV
Vice-Mayor Lori Lewellen
Commissioner Joyce L. Davis
Commissioner Marco A. Salvino, Sr.

City Manager Ana M. Garcia, ICMA-CM
City Attorney Eve Boutsis
Deputy City Clerk Erin McClendon

Absent:

Commissioner Tamara James

Vice Mayor Lewellen made a motion to excuse the absence for Commissioner James. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ryan called for a moment of silence followed by the Pledge of Allegiance to the United States Flag.

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 City Fiscal Year End Investment Portfolio Update - Public Trust Advisors - *Finance*

Chief Financial Officer Frank DiPaolo introduced the City's new Controller, Jadeen Notice.

Public Trust Advisors, John Grady presented an update on the City Fiscal Year End Investment Portfolio.

3.2 Request for Approval of Proclamation - Red Ribbon Week - October 23-31, 2024 - *Sponsored by Mayor Ryan*

There was consensus to approve the request.

3.3 Request for Approval of Proclamation - Cybersecurity Awareness Month - October 2024 - *Sponsored by Mayor Ryan*

There was consensus to approve the request.

3.4 Service Award and Recognition to CIP and Grants Administrator Colin Donnelly - *City Manager*

City Manager Garcia presented CIP and Grants Administrator Colin Donnelly with a service award for his 16 years of service to the city.

CIP and Grants Administrator Donnelly thanked the residents, Commission and staff.

The Mayor and Commission each expressed their gratitude to Colin and thanked him for his many years of service and congratulated him on his future endeavors.

4. PROCLAMATIONS

4.1 Cybersecurity Awareness Month - October 2024 - *Sponsored by Mayor Ryan*

Mayor Ryan read the proclamation into the record. IT Division Director Darryl McFarlane accepted the proclamation the Commission and staff for the recognition.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia presented her manager's report and touched on the following topics:

- Hurricane Milton preparation and mitigation
- Oktoberfest Saturday October 12, 2024
- Partnership with Lions Club – Moonlight Classic Car Show
- ICMA Conference in Pittsburgh
- Hosted Olsen Middle School Principal Giancarli on September 30, 2024
- School workshop with Vice Mayor Lewellen, Commissioner Davis and Commissioner Salvino at South Broward High School
- Meeting with Miami Dade Homeless Trust and Chairman of the Trust Ron Book. Homeless challenge in Broward County.
- Former Commissioner Brandimarte surprised her with an award at Seniors Lunch

5.2 City Attorney

City Attorney Boutsis had nothing to report.

5.3 City Clerk - Reminders

Deputy City Clerk McClendon reminded the Commission of the following upcoming meetings:

- October 22, 2024 Regular City Commission Meeting - 7:00 p.m.
- November 18, 2024 Organizational Meeting - 5:15 p.m.
- November 18, 2024 CRA Board Meeting – 6:15 p.m.
- November 18, 2024 Regular City Commission Meeting - 7:00 p.m.

City Attorney Boutsis announced that the Special Magistrate Meeting was cancelled and new notices will be issued once a new meeting date is established.

6. PUBLIC SAFETY REPORTS

Captain Tarala provided his crime report which included calls, traffic stops, arrests and area checks.

Fire Chief Pellecer provided his fire/medic report which included evacuation plans in the event of Hurricane Milton.

7. CITIZENS' COMMENTS

None.

8. CONSENT AGENDA

Vice Mayor Lewellen made a motion to approve the consent agenda minus item 8.3. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

8.1 Minutes: September 24, 2024 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests:

None.

8.3 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY COMMISSION “DISCRETIONARY FUNDS” USE POLICY PROVIDING FOR PLACEMENT ON CITY COMMISSION MEETING AGENDAS FOR APPROVAL PRIOR TO THE OBLIGATION OF FUNDS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

This item was pulled from the agenda by Chief Financial Officer Frank DiPaolo.

8.4 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING FOR THE FURNISHING AND INSTALLATION OF HOLIDAY DECORATIONS FROM RILEIGHS OUTDOORS, LLC D/B/A CHRISTMAS DESIGNERS FLORIDA, UNDER THE CITY OF SARASOTA AGREEMENT, AT A COST NOT TO EXCEED TWO HUNDRED AND TWENTY THOUSAND DOLLARS (\$220,000.00) FOR FISCAL YEAR 2024-25; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

9.1 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID ITB NO. 2024-021-0-2024, ENTITLED “CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS” TO FG CONSTRUCTION LLC, METRO EXPRESS INC., THE STOUT GROUP LLC AND WEEKLEY ASPHALT PAVING, INC.; AND TO ENTER INTO AGREEMENTS FOR SERVICES THAT MAY EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THAT THE CONTRACTS ARE IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

City Attorney Boutsis read the title of the resolution into the record.

Director of Public Services Fernando Rodriguez introduced the item.

Vice Mayor Lewellen made a motion to approve the resolution. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

10. QUASI-JUDICIAL HEARINGS

None.

11. FIRST READING ORDINANCES

11.1 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE PUBLIC ART ADVISORY BOARD, BY AMENDING CHAPTER 28, ENTITLED THE “LAND DEVELOPMENT CODE”, BY AMENDING SECTION 811-130, ENTITLED “PUBLIC ART ADVISORY BOARD,” TO CLARIFY BOARD TERMS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION;

PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance into the record.

Director of Community Development Eleanor Norena introduced the item.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner Salvino made a motion to approve the ordinance on first reading. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

12. SECOND READING ORDINANCES

12.1 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 22-7A, OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING CO-DESIGNATION OF A PORTION OF NW 2ND STREET, BETWEEN NW 4TH AVENUE AND NW 14TH WAY, BE KNOWN AS "NW 2ND STREET/HENRY N. WHITE, SR. STREET", AFTER HOLDING TWO PUBLIC HEARINGS, AND AFTER A 4/5 VOTE OF THE ENTIRE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance into the record.

Director of Community Development Eleanor Norena introduced the item.

Family members of Henry White Sr. thanked the Commission for honoring him.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Vice Mayor Lewellen made a motion to approve the ordinance on second reading. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

Mayor Ryan commented that Mr. White was the first baby ever born in Dania on December 25, 1904.

Commissioner Davis gave a heartfelt congratulations to the family.

13. DISCUSSION AND POSSIBLE ACTION

13.1 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BUSINESS FOR THE ARTS OF BROWARD, INC. (BFA) TO COMMISSION ARTIST CEY ADAMS TO

PAINT AN ORIGINAL LEAD WITH LOVE MURAL AT THE CITY MARINA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

City Attorney Boutsis read the title of the ordinance into the record.

Director of Community Development Eleanor Norena introduced the item.

Commissioner Davis made a motion to approve the resolution. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

13.2 Broward County Historic Preservation Board - 2024 Broward Pioneer Day - Dania Beach Nominee - Kathy Kay - *Sponsored by Mayor Ryan*

Mayor Ryan introduced the item and he would like to nominate Kathy Kay.

There was consensus on the nomination.

14. APPOINTMENTS

14.1 Education Advisory Board - 1 vacancy
- Vice Mayor Lewellen

Vice Mayor Lewellen did not have an appointment at this time.

15. COMMISSION COMMENTS

15.1 Commissioner Davis

Commissioner Davis commented about “Coffee with a Cop” and gave kudos to the Public Services team for the sandbag distribution.

15.2 Commissioner James

Commissioner James was absent.

15.3 Commissioner Salvino

Commissioner Salvino commented on the flooding concerns, the “Coffee with a Cop” event being great, the school board meeting to save the schools and thanked all for their hard work on trying to keep the schools open.

15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen commented on the school board meeting, the award given to City Manager Garcia, SE drainage project groundbreaking, thanked the City staff for always being professional and respectful.

15.5 Mayor Ryan

Mayor Ryan commented on Hurricane Milton and the preparations, the 120th anniversary book, the school board meeting, Miami Dolphins Quarterback and Dania Beach resident Tyler Huntley and the Dania Beach emergency system.

16. ADJOURNMENT

Mayor Ryan adjourned the meeting at 8:24 p.m.

ATTEST:

CITY OF DANIA BEACH

ERIN MCCLENDON
DEPUTY CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved: October 22, 2024



City of Dania Beach Parks & Recreation Memorandum

DATE: 10/22/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Cassi Warren, CPRP, Parks and Recreation Director

SUBJECT: Renew Beach Cleaning Agreement with Beach Raker, LLC. for the Second one (1) Year Period

Request:

To approve the resolution to renew the Agreement with Beach Raker, LLC., a Florida Limited Liability Company (the “Contractor”) for the second one (1) year renewal period.

Background:

On November 1, 2021, the City posted a Request for Proposals (“RFP”) No. 21-029 for beach cleaning services and approved an Agreement (pursuant to Resolution 2023-162).

On January 19, 2022, the City Commission approved the execution of an Agreement through January 18, 2025. The terms of the Agreement was for two (2) years with the sole option of the City to renew for two (2) one (1) year renewals.

On December 12, 2023, the City Commission authorized execution of the first one (1) year renewal to the agreement (pursuant to Resolution 2023-162). This agreement expires on January 19, 2025.

Upon the execution of this agreement, this will be the second and final one-year period effective January 20, 2025, through January 20, 2026.

The Contractor has been providing beach cleaning services on Dania Beach for quite a number of years for the City. They have a perfect safety record, and all their beach cleaning equipment and beach cleaning processes comply with Federal and State environmental and safety laws.

Budgetary Impact

Funding and appropriations are planned for each year and are available in the City’s Beach Professional Services General, Recreational Department Budget Account No. 001-72-02-572-31-10 in the amount of One Hundred Six Thousand One Hundred Forty-Two Dollars and Forty Cents (\$106,142.40).

Recommendation

It is recommended that the City Commission Approve the Resolution to Renew the Agreement with the Contractor.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AND FINAL ONE (1) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH BEACH RAKER, LLC, FOR BEACH CLEANING SERVICES, WHICH SERVICES SHALL NOT EXCEED THE ANNUAL AMOUNT OF ONE HUNDRED SIX THOUSAND TWO HUNDRED DOLLARS (\$106,200.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City awarded a contract for beach cleaning services to Beach Raker, LLC, (the “Contractor”), under Request for Proposals (“RFP”) No. 21-029; and

WHEREAS, pursuant to Resolution No. 2023-162, the City Commission approved the execution of the Agreement, dated January 19, 2022; and

WHEREAS, the term of the Agreement is for two (2) years with the sole option of the City to renew for two (2) one (1) year renewals; and

WHEREAS, on December 12, 2023, the City Commission authorized execution of the first one (1) year renewal to the agreement, and

WHEREAS, the Director of the City Parks and Recreation Department recommends that the City Commission authorize the execution of the Second Renewal to the Agreement for a one-year period effective January 20, 2025 through January 20, 2026, for an amount not to exceed One Hundred Six Thousand Two Hundred Dollars (\$106,200.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the proper City officials are authorized to execute the Second Renewal to the Agreement with Beach Raker, LLC, which Renewal is attached as Exhibit “A” and incorporated into this Resolution by this reference, for beach cleaning services for an amount not to exceed One Hundred Six Thousand Two Hundred Dollars (\$106,200.00), effective through January 18, 2026.

Section 2. That funding and appropriations are planned for each year and are available in the City’s Beach Professional Services General, Recreational Department Budget Account No. 001-72-02-572-31-10.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to such a Renewal Agreement as are deemed necessary and proper and in the best interests of the City.

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 in force and take effect immediately upon its passage and adoption.

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 _____, 2024.

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 _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

SECOND ONE-YEAR RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND BEACH RAKER, LLC, A FLORIDA LIMITED LIABILITY COMPANY

This is a Second Renewal of an Agreement (the “Renewal”), which Agreement dated January 19, 2022 (the “Agreement”) exists between the City of Dania Beach, Florida, a Florida municipal corporation (the “City”) and Beach Raker, LLC, a Florida Limited Liability Company (the “Contractor”), with its principal place of business located at 220 NE 13th Street, Pompano Beach, Florida 33060, for beach cleaning services. A copy of the existing Agreement is attached as Exhibit “A”, which is made a part of and incorporated into this Renewal by this reference.

In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Second 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 allowed a two (2) year with the sole option of the City to renew for two (2) one (1) year renewals.
2. That the existing Agreement that was executed on January 19, 2022, through January 18, 2024.
3. That the First one (1) year renewal was executed on January 19, 2024, through January 18, 2025.
4. That the Second and Final one (1) year renewal to be executed and it shall remain in effect up to and including January 18, 2026.
5. That the terms and conditions of the Agreement will remain the same throughout the term of this Renewal of it.
6. The cost of the one (1) year renewal is a total cost not to exceed One Hundred Six Thousand Two Hundred Dollars (\$106,200.00) per year.
7. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED FOR FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
BEACH RAKER, LLC
a Florida Limited Liability Company

Signature

PRINT Name

Signature

PRINT Name

Signature

PRINT Name

TITLE

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024 by _____, as _____ of BEACH RAKER, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida

My Commission Expires:



City of Dania Beach Public Services Memorandum

DATE: 10/22/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, P.E., Deputy Director/City Engineer

**SUBJECT: APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT
WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION (FDEP) FOR FUNDING THE SW 34TH TERRACE
DRAINAGE PROJECT**

Request:

The Public Services Department (PSD) requests the adoption of a resolution authorizing a funding agreement with FDEP for the SW 34th Terrace Drainage Project

Background:

The City Commission authorized the SW 34th Terrace Drainage Project (Project) and other neighborhood drainage projects to address chronic flooding. Subsequently, PSD engaged Chen Moore and Associates to design and prepare construction documents and process permits, as well as provide post-design services for various projects.

In January 2024, the City of Dania Beach requested assistance from the Florida State Legislature to fund the Project. The Florida State Legislature awarded \$500,000.00 for the Project through an FDEP Grant.

Budgetary Impact

The grant will decrease the City's cost by \$500,000. The grant agreement does not require a financial match; however, the actual project cost will exceed the grant funding, and all funds have been appropriated within the FY2024-24 Stormwater Fund adopted budget.

Recommendation

PSD recommends that the City Commission adopt a resolution to enter into a funding agreement with FDEP for the Project.

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), TO PROVIDE FOR FUNDING FOR THE SW 34 TERRACE DRAINAGE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission authorized the SW 34th Terrace Drainage Project (Project), along with other neighborhood drainage projects, to address chronic flooding; and

WHEREAS, the City of Dania Beach requested funding from the Florida State Legislature for the 2024 Legislative Session for the Project; and

WHEREAS, the Florida State Legislature awarded the City of Dania Beach Five Hundred Thousand Dollars (\$500,000.00) for the Project; and

WHEREAS, the City Administration supports the Project and desires to receive funding from the Florida State Legislature as described in the Agreement attached as “Exhibit A”, and the Agreement is made a part of and is incorporated into this Resolution by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION 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 proper City officials are authorized to accept and execute an Agreement on behalf of the City of Dania Beach, Florida with the Florida Department of Environmental Protection in the amount of Five Hundred Thousand Dollars (\$500,000.00), to provide funding for the Project.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City, including amendments extending the Agreement’s term.

Section 4. That the Agreement does not require matching funds from the City; however, the actual project cost will exceed the grant funding, and all funds have been appropriated within the FY2024-24 Stormwater Fund adopted budget.

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

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 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 _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Dania Beach SW 34 Terrace Drainage Project	Agreement Number: L0025
---	----------------------------

2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
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Grantee Name: City of Dania Beach	Entity Type: Local Government
Grantee Address: 100 W. Dania Beach Blvd; Dania Beach, FL 33004	FEID: 59-6000302
(Grantee)	

3. Agreement Begin Date: Upon Execution	Date of Expiration: December 31, 2025
--	--

4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Lat/Long (26.0653, -80.1912)
---	---

Project Description: The Grantee will install new catch basins inlets, drainage piping, regraded swales, and a pipe network of 15-inch and 18-inch RCP pipes along SW 34th Terrace. Two existing outfalls discharging into the Dania cut-off canal will also be raised.

5. Total Amount of Funding: \$500,000	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1732A, FY 24-25, GR	\$ 500,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 500,000.00

6. Department's Grant Manager Name: <u>Kate Pace</u> or successor Address: <u>3900 Commonwealth Blvd.</u> <u>Tallahassee, FL 32399-3000</u> <u>MS 3570</u> Phone: <u>1 (850) 245-2864</u> Email: <u>katelyn.pace@floridadep.gov</u>	Grantee's Grant Manager Name: <u>Colin Donnelly</u> or successor Address: <u>100 W. Dania Beach Blvd.</u> <u>Dania Beach, FL 33004</u> Phone: <u>1 (954) 924-6808 (ext. 3618)</u> Email: <u>cdonnelly@daniabeachfl.gov</u>
--	--

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Dania Beach	GRANTEE
Grantee Name	
By _____	_____
(Authorized Signature)	Date Signed
Ana M. Garcia, ICMA-CM, City Manager	
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By _____	
Secretary or Designee	Date Signed
Angela Knecht, Director, Division of Water Restoration Assistance	
Print Name and Title of Person Signing	

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Kate Pace, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0025**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Dania Beach SW 34 Terrace Drainage Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Dania Beach SW 34 Terrace Drainage Project

PROJECT LOCATION: The Project will be located in the City of Dania Beach (Grantee) within Broward County; Lat/Long (26.0653, -80.1912).

PROJECT BACKGROUND: SW 34th Terrace is a low-lying road consisting primarily of single-family homes and commercial businesses adjacent to Griffin Road (SR 818). Limited stormwater infrastructure along this road leads to flooding and impassible roads. This project will alleviate flooding on SW 34th Terrace and provide water quality treatment and storage prior to discharging into the Dania cut-off canal.

PROJECT DESCRIPTION: The Grantee will install new catch basins inlets, drainage piping, regraded swales, and a pipe network of 15-inch and 18-inch RCP pipes along SW 34th Terrace. Two existing outfalls discharging into the Dania cut-off canal will also be raised.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Dania Beach SW 34 Terrace Drainage Project in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$500,000	07/01/2024	06/30/2025
Total:			\$500,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects	\$500,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$500,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Attachment 5, Exhibit 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



City of Dania Beach Parks & Recreation Memorandum

DATE: 10/22/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Cassi Waren, CPRP, Director of Parks and Recreation

SUBJECT: Amended Parks and Recreation Schedule of Fees and Charges

Request:

The Parks and Recreation Department is requesting the adoption of a resolution approving the amended Parks and Recreation schedule of fees and charges.

Background:

The Department of Parks and Recreation has a City Commission adopted fee schedule for pier entry fees, facility rental fees, aquatic fees, camp, after-care fees and fitness center fees. The Department reviewed the existing fees in comparison to the surrounding cities to determine if updates need to be made to the current fees to remain competitive and to ensure that the City better recoups its expenses in running facilities, memberships and rentals.

It is important for staff to analyze these fees every few years as we continue to invest into our facilities and compare where our fees stand compared to other surrounding cities to determine if updates are needed to be made to the current fee schedule to remain competitive.

Below are the highlights of the revisions in the attached amended fee schedule:

- Facility rental fee adjustments to IT Parker
- Marina rates

The revised items are listed in the attached Exhibit A.

With the heavy investments into IT Parker and the Beach Marina, it was important to adjust these rates. IT Parker will open as a brand-new facility with almost a million dollars in renovations and upgrades made. Also, the new marina management group has made a number of improvements to the beach marina to bring the marina to a new level. These new rates are aligned with the upgrades and investments made to the facilities.

Budgetary Impact

Recommendation

It is recommended that the City Commission approve the amended Parks and Recreation schedule of fees and charges.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE AMENDED PARKS AND RECREATION SCHEDULE OF FEES AND CHARGES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department (the “Department”) staff has evaluated the existing fees in order to recommend appropriate revisions for the City Commission to review and approve; and

WHEREAS, the Department reviewed the existing fees in comparison to the surrounding cities to determine if updates need to be made to the current fees to remain competitive and to ensure that the City better recoups its expenses in running facilities, membership and rentals; and

WHEREAS, the proposed amended fee schedule, attached as Exhibit “A” (the “Amended Fee Schedule”), will put the City’s fees on par with the fees charged by surrounding municipalities with comparable facilities and services; and

WHEREAS, the Amended Fee Schedule, attached Exhibit “A,” is reasonable; and

WHEREAS, any fee not specific to the Amended Fee Schedule, attached Exhibit “A,” a fee may be implemented or revised by the City Manager or Designee; and

WHEREAS, the City Commission deems it to be in the best interest of the City to adopt the Amended Fee Schedule, attached as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION 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 City Commission adopts the Amended Fee Schedule as shown in Exhibit “A”. In the event of doubt or ambiguity, the City Manager is authorized to resolve or interpret the appropriate fee.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 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 _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Exhibit A



Facility Rentals

	Rental	Resident	Non-Resident	Non-Profit
CW Thomas Park	Weekdays (Monday – Friday) – Hourly	\$55/hr	\$70/hr	\$25/hr
	*Weekends (Friday – Sunday) for 4 hours	\$300	\$400	
	Refundable Security Deposit	\$200	\$200	
Frost Park	Weekdays (Monday – Friday) – Hourly	\$55/hr	\$70/hr	\$25/hr
	*Weekends (Friday – Sunday) for 4 hours	\$300	\$400	
	Refundable Security Deposit	\$200	\$200	
PJ Meli Aquatic Complex	Weekdays (Monday – Friday) – Hourly	\$55/hr	\$70/hr	\$25/hr
	*Weekends (Friday – Sunday) for 4 hours	\$300	\$400	
	Refundable Security Deposit	\$200	\$200	
IT Parker	12 Hour Rental	\$1200	\$1440	
	10 Hour Rental	\$1000	\$1200	
	6 Hour Rental	\$600	\$720	
	4 Hour Weekdays (Monday – Thursday)	\$400	\$600	\$300
	8 Hour Weekends (Friday – Sunday)	\$1,200	\$1,600	\$800
	Commercial/Business Rental per Hour	\$200	\$250	
	Additional Hours Weekdays	\$100	\$100	\$100
	Additional Hours Weekends	\$125	\$125	\$125
	Cleaning Fee	\$150	\$150	\$150
	Hourly Rate for Excess Time	\$100	\$100	
	Refundable Security Deposit	\$500	\$500	
Athletic Field Rental	Multipurpose Field (1 hour, no lights)	\$25/hr	\$35/hr	
	Multipurpose Field (1 hour, w/lights)	\$30/hr	\$40/hr	
	Baseball Field (1 hour, no lights)	\$20/hr	\$30/hr	
	Baseball Field (1 hour, w/lights)	\$25/hr	\$35/hr	
Field Lining	Baseball/Softball Field (per lining)	\$25	\$25	
	Football, Soccer, Rugby, Lacrosse Field (per lining)	\$100	\$100	

*4 Hour Rentals (Friday, 6pm – 10pm, Saturday & Sunday, 8am – 12pm, 1pm – 5pm, 6pm – 10pm

Taxes will be included where necessary.

All Rentals require a refundable security damage deposit

All Rentals require 50% of the rental fee as a deposit at the time of contract with the remaining balance due 60 days prior to the rental.

NO REFUNDS on rental fees. Patron has the opportunity to reschedule their rental.

Non-profits must show proof of non-profit status to receive a non-profit rate.

Fitness Centers

	Rental	Resident	Non-Resident	Non-Profit
CW Thomas Park	Daily Entry (16 and up)	\$5	\$10	
	Seniors Daily Entry (65+)	\$4	\$4	
	Single 6 Month Membership	\$70	\$140	
	Single Annual Membership	\$125	\$250	
	Senior 6 Month Membership (65+)	\$40	\$40	
	Senior Annual Membership (65+)	\$75	\$75	
	Family 6 Month Membership (4 members, 16 & up)	\$140	\$280	
	Family Annual Membership (4 members, 16 & up)	\$250	\$450	
Frost Park	Daily Entry (16 and up)	\$5	\$10	
	Seniors Daily Entry (65+)	\$4	\$4	
	Single 6 Month Membership	\$70	\$140	
	Single Annual Membership	\$125	\$250	
	Senior 6 Month Membership (65+)	\$40	\$40	
	Senior Annual Membership (65+)	\$75	\$75	
	Family 6 Month Membership (4 members, 16 & up)	\$140	\$280	
	Family Annual Membership (4 members, 16 & up)	\$250	\$450	

Taxes will be included where necessary.

Pier Entry

	Rental	Resident	Non-Resident	Non-Profit
Pier	Daily Fishing	\$3	\$3	
	Daily Sightseers	\$2	\$2	

Taxes will be included where necessary.

Aquatic Facility

	Rental	Resident	Non-Resident	Non-Profit
PJ Meli Aquatic Complex - Competition Pool	Adult Daily	\$2	\$4	
	Child Daily (Under 16)	\$1	\$3	
	Broward County Resident Team Fees (weekly)	\$5/person	\$5/person	
	Non-Broward County Resident Team Fees (weekly)	\$7/person	\$7/person	
	Special Event/Competition Fee (daily flat rate) – Based on 8 hours	\$250	\$250	
PJ Meli Aquatic Complex - Teaching Pool	Adult Daily	\$2	\$3	
	Child Daily (Under 16)	FREE	FREE	
	Rental Fee (hourly) – Maximum 20 persons	\$50/hr	\$100/hr	
PJ Meli Aquatic Complex - Pass	Semiannual Pass Individual	\$40	\$50	
	Semiannual Pass Family (up to 4)	\$70	\$80	
	Annual Pass Individual	\$75	\$85	
	Annual Pass Family (up to 4)	\$105	\$115	
	Additional Family Pass Members	\$10	\$10	
CW Thomas Park Pool	Adult Daily	\$2	\$3	
	Child Daily (Under 16)	FREE	FREE	

Taxes will be included where necessary.

All Rentals require a refundable security damage deposit

All Rentals require 50% of the rental fee as a deposit at the time of contract with the remaining balance due 60 days prior to the rental.

NO REFUNDS on rental fees. Patron has the opportunity to reschedule their rental.

Camps

	Program	Resident	Non-Resident	Non-Profit
CW Thomas Park	Dania Beach Rising Stars	\$100/month \$50/month Reduced Resident Rate		
Frost Park	Dania Beach Rising Stars	\$100/month \$50/month Reduced Resident Rate		
PJ Meli Aquatic Complex	Dania Beach Rising Start	\$100/month \$50/month Reduced Resident Rate		
Ocean Rescue	Jr. Lifeguard Camp	\$80	\$90	

Reduced Resident Rate – Must show proof of Free & Reduced Lunch Qualification with Broward County.

Marina Rates

	Rates
Annual Contracts	<u>\$37 per foot per month</u>
Month to Month	\$1208 per month <u>\$41 per foot per month</u>
Transient	\$1.50 per foot per night <u>\$2.50 per foot per night</u>
Electrical	\$.12 per kilowatt <u>\$.15 per kilowatt</u>
Commercial Slip Use	<u>\$2100 flat rate per month</u> <u>per slip</u> <u>(not to exceed 40')</u>



City of Dania Beach Community Development Memorandum

DATE: 10/22/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director

SUBJECT: Scanning Services for the Community Development Department – Department Files

Request:

The Community Development Department (“Department”) is requesting the City Commission renew the current agreement and allow Advanced Data Solutions, Inc. (“ADS”) to exceed the Fifty Thousand Dollar (\$50,000) annual vendor threshold to continue to provide the Department with the needed scanning services.

Background:

On September 25, 2023, the City Manager approved a memorandum from the Community Development Department to enter into an Agreement with Advanced Data Solutions, Inc. for scanning services utilizing the City of Fort Lauderdale Solicitation No. 12696-535, which Agreement is attached and incorporated into this Resolution as Exhibit “A”. The City’s agreement expired on September 30, 2024, and the Community Development Department desires to continue services with the vendor under the same terms and conditions of the City of Fort Lauderdale solicitation. The cost of the services will now exceed the annual \$50,000.00 City purchase threshold for a single vendor and, requiring City Commission approval.

Continuing to digitize the department’s files is in line with the City’s Strategic Plan and will continue streamlining the public records request process and ultimately, eliminate the expense of storing these files off-site. Advanced Data Solutions provides services scanning large and small format documents, indexing images into the City’s Laserfiche archive system and the destruction of documents after approved view of scanned images.

Budgetary Impact

That the cost of the services will exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00) for as long as this agreement is in effect, including any subsequent renewal periods. Funding for these services shall be made from the City’s authorized annual budget appropriations from both the City’s General Fund and Building Fund as described below:

General Fund Account No. 001-15-01-515-34-10

General Fund Account No. 001-15-03-529-34-10

Building Fund Account No. 107-15-02-524-34-10

Recommendation

The Department recommends the City Commission approve the renewal agreement with ADS and allow them to exceed the Fifty Thousand Dollar (\$50,000) annual vendor threshold.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXTENSION OF AN AGREEMENT WITH ADVANCED DATA SOLUTIONS INC. UNDER THE CITY OF FORT LAUDERDALE SOLICITATION NO. 12696-535 FOR THE PURCHASE OF SCANNING SERVICES, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if she is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold at \$50,000.00 for a vendor each fiscal year; and

WHEREAS, on September 25, 2023, the City Manager approved a memorandum from the Community Development Department to enter into an Agreement with Advanced Data Solutions, Inc. for scanning services utilizing the City of Fort Lauderdale Solicitation No. 12696-535, which Agreement is attached and incorporated into this Resolution as Exhibit “A”; and

WHEREAS, the City’s agreement expired on September 30, 2024, and the Community Development Department desires to continue services with the vendor under the same terms and conditions of the City of Fort Lauderdale solicitation; and

WHEREAS, the cost of the services will now exceed the annual \$50,000.00 City purchase threshold for a single vendor and, requiring City Commission approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION 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 City Commission authorizes from the proper City officials to execute an Amendment to the agreement with Advanced Data Solutions, Inc, which Amendment is attached and incorporated into this Resolution as Exhibit “B”.

Section 3. That the City shall be afforded the same terms and conditions of the City of Fort Lauderdale Agreement and Solicitation No. 12696-535.

Section 4. That the cost of the services will exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00) for as long as this agreement is in effect, including any subsequent renewal periods.

Section 5. That subsequent amendments that renew the Agreement pursuant to the City of Fort Lauderdale underlying agreement and solicitation may be authorized and executed by the City Manager.

Section 6. That funding for these services shall be made from the City's authorized annual budget appropriations from both the City's General Fund and Building Fund as described below:

General Fund Account No. 001-15-01-515-34-10
General Fund Account No. 001-15-03-529-34-10
Building Fund Account No. 107-15-02-524-34-10

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 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 _____

SIGNATURES ON THE FOLLOWING PAGES

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**SERVICE AGREEMENT FOR
DOCUMENT AND MEDIA SCANNING SERVICES
(GROUP 1 - SCANNING, INDEXING, IMAGING
AND MEDIA CONVERSION SERVICES)**

THIS SERVICE AGREEMENT for Document and Media Scanning Services (Group 1 – Scanning, Indexing, Imaging and Media Conversion Services), made this 26th day of June, 2023, is by and between the City of Fort Lauderdale, a Florida municipality (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Advanced Data Solutions, Inc., a Florida corporation (“Contractor”), whose address and phone number are 141 Scarlet Boulevard, Suite A, Oldsmar, Florida 34677, Phone: (813) 855-3545, Email: jcivale@adsus.net, (collectively, “Parties”).

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide to the City Document and Media Scanning Services (Group 1 - Scanning, Indexing, Imaging and Media Conversion Services) (the “Work”), and the City and the Contractor further covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) Solicitation No. 12696-535, Document and Media Scanning Services, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, (“Exhibit A”).
- (2) The Contractor’s proposal dated September 29, 2022, (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated June 26, 2023 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s

obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on April 19, 2023, and shall end on April 18, 2026. The City reserves the right to extend this Agreement for two (2) additional one (1)-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved Party may terminate this Agreement for cause if the Party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved Party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance

evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2022). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2022), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2022), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the

Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against

any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a Party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any

subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of

Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

Z. Uncontrollable Circumstances (“Force Majeure”)

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either Party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing Party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. 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 term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

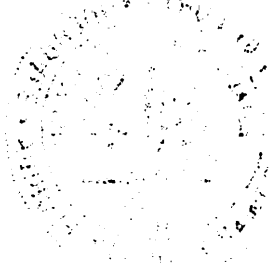
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements

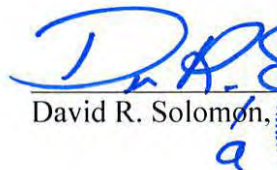
set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.



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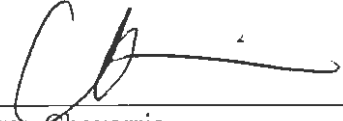
IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:


David R. Solomon, City Clerk



CITY OF FORT LAUDERDALE, a Florida municipality

By: 
Greg Chavarria
City Manager

Date: 6/26/23

Approved as to form:
D'Wayne M. Spence, Interim City Attorney

By: 
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

ADVANCED DATA SOLUTIONS, INC., a
Florida corporation

Nicole Harris

Signature

Nicole Harris

Print Name

Robert Simon

Signature

Robert Simon

Print Name

By:

Melody S. Engle
Melody S. Engle, Director

(CORPORATE SEAL)

STATE OF FLORIDA :

COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 3rd day of May, 2023, by Melody S. Engle as
Director for Advanced Data Solutions, Inc., a Florida corporation.

(SEAL)

Kara Infinger

Notary Public, State of Florida

(Signature of Notary Public)

KARA INFINGER
Notary Public, State of Florida
My Comm. Expires Dec 3, 2026
No. HH 328057

KARA INFINGER

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

Section 8 – Required Forms**Section VI – COST PROPOSAL PAGE**

Cost for Services Performed	30%	☒
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Proposer Name: Advanced Data Solutions, Inc.

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Proposer shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

PRICING FOR SCANNING/IMAGING SERVICES:

Pricing for scanning/imaging must include prepping and indexing.

TRANSPORTATION COSTS

Proposers must include any transportation costs in the unit price per image.

GROUP 1 - Scanning, Indexing, Imaging and Media Conversion Services

No.	Item Description	Estimated Quantity	Unit Price	Total Price
1.1	Unit cost/per scanned image, letter and legal sized documents, up to 11" x 17"	7,000,000	\$.055	\$385,000.00
1.2	Unit cost/per scanned image, for E size shop drawings.	400,000	\$.495	\$198,000.00
1.3	Destruction documents after scanning and review of scanned images by the City is complete. Unit price per pound	100,000	Included	\$0.00
1.4	Cost per character indexing above 30 characters	7,000,000	Included	\$0.00
	GROUP 1 TOTAL:			\$583,000.00

FIRST AMENDMENT TO AN EXISTING AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND ADVANCED DATA SOLUTIONS, INC. TO PROVIDE MEDIA AND SCANNING SERVICES UNDER THE CITY OF FORT LAUDERDALE SOLICITATION NO. 12696-535.

This is the First Amendment to an existing Agreement (“Agreement”) dated October 16, 2023, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Advanced Data Solutions, Inc. (“Contractor”), a Florida corporation, whose address is 141 Scarlet Boulevard, Suite A., Oldsmar, Florida 34677, email: jcivale@adsus.net.

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

1. The current Agreement issued under Solicitation No. 12696-535 between the City of Fort Lauderdale and the Contractor term expires on April 18, 2026.
2. The City of Dania Beach’s current agreement with Contractor expired on September 30, 2024. Both Parties agree to extend the existing Agreement through the expiration date of April 18, 2026 so that both agreements run concurrently.
3. That in all other respects, the terms the previously executed agreement apply to this First Amendment.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have executed this Amendment effective as of _____, 2024.

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

ELORA RIERA, MMC
CITY CLERK

ANA M. GARCIA, ICMA-CM
CITY MANAGER

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS, CITY ATTORNEY

CONTRACTOR:
Advanced Data Solutions, Inc.
a Florida corporation

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024, by _____, as _____ of Advanced Data Solutions, Inc. He/She is personally known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida



City of Dania Beach Community Development Memorandum

DATE: 10/22/2024

TO: Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director

SUBJECT: The City's Public Art Advisory Board terms and term limits

Request:

The Community Development Department is requesting to adopt via ordinance the Public Art Advisory Board terms and term limits as adopted in the Public Art Plan.

Background:

The City Commission created a Public Art Advisory Board to assist the City on the use of public art funds and help select artists, artworks and potential locations for art placement. The Board positions currently do not identify board terms or term limits in the ordinance but did so as part of the adopted Public Art Plan. The City desires to update its ordinance to include term limits and furthers the purpose of the Public Art Board.

Budgetary Impact

None

Recommendation

The Community Development Department is recommending approval of the ordinance for first reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE PUBLIC ART ADVISORY BOARD, BY AMENDING CHAPTER 28, ENTITLED THE “LAND DEVELOPMENT CODE”, BY AMENDING SECTION 811-130, ENTITLED “PUBLIC ART ADVISORY BOARD,” TO CLARIFY BOARD TERMS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission created a Public Art Advisory Board to assist the City on the use of public art funds and help select artists and art works; and

WHEREAS, the Board positions currently do not identify board terms or term limits in the ordinance but did so as part of the Art Board plan, and the City desires to update its ordinance to include the term limits; and

WHEREAS, the amendment provides clarity and furthers the purpose of the Public Art Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That Article 811 entitled the “Public Art Program,” is amended at Section 811-130, as follows:

ARTICLE 811. PUBLIC ART PROGRAM

* * *

Sec. 811-130. Public Art Advisory Board

There shall be created a Public Art Advisory Board whose membership, meetings, duties, and other responsibilities are as described below:

- (A) *Membership.* The Board shall be composed of the following members:
- (i) Four (4) board members must be knowledgeable in one of the identified fields of: fine art, be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of artwork, be a professional in the field of art, architecture, art history, architectural history, urban planning, landscape architecture, interior design, graphic or product design, urban planners, or possess a minimum of a bachelor's degree in said field from an accredited university, or be involved in an art program within the community. Dania Beach residents and Broward County residents will be eligible to serve on the advisory board.

(ii) Three (3) city residents with a strong interest and knowledge of the visual arts; whom shall have been a resident of the City of Dania Beach for a minimum of six (6) months prior to any such appointment. For the first appointment to the Board, the two members may be selected from the formerly active Creative Arts Council Advisory Board.

(iii) ~~Each of the members may be appointed by any City Commissioner.~~ That the City Commission shall appoint one (1) City Commissioner to sit as a liaison to the Board. Such appointed City Commissioner liaison shall serve a term consistent with the duration of their election term and without compensation at the pleasure of the City Commission of the City of Dania Beach.

(iv) The City Commission shall vote on the selection of each member. The required quorum shall consist of four members.

(v) Each member shall be appointed by the City Commission, based upon the criteria and approved by a majority of the entire City Commission. The positions appointed to the Art Board, and their term provisions, and additional terms:

Position¹	Initial term	Length of term	Optional extensions
Broward County Resident – knowledgeable in the arts as identified in Code Sec. 811-130(A)	June 2022	Three (3) year term	Additional two (2) year term
Broward County Resident – knowledgeable in the arts as identified in Code Sec. 811-130(A)	June 2022	Three (3) Year term	Additional two (2) year term
Broward County Resident – knowledgeable in the arts as identified in Code Sec. 811-130(A)	June 2022	Two (2) year term	Additional two (2) year term
Broward County Resident – knowledgeable in the arts as identified in Code Sec. 811-130(A)	June 2022	Two (2) year term	Additional two (2) year term
Dania Beach Resident	June 2022	Two (2) Year term	Additional two (2) year term
Dania Beach Resident	June 2022	Two (2) Year term	Additional two (2) year term
Dania Beach Resident	June 2022	Two (2) year term	Additional two (2) year term

¹ As there are seven positions, four of which must meet the art professional criteria, and three the resident criteria. Technically, any position can be a “resident” position, provided the other four meet the specific art profession criteria.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 4. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. That this ordinance be codified in Municode.com.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____, 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

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 _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Wednesday, October 02, 2024**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Samantha Ellsworth 202 SW 4th Street Dania Beach, FL 33004 754-204-2163 spalacios111@hotmail.com	January 11, 2022	November 2020 through November 2024	Davis
Polly Jones Moseley 701 W. Dania Beach Boulevard Apt. 306 Dania Beach, FL 33004 954-347-2376 pollyfuentes@yahoo.com	September 13, 2023	November 2020 through November 2024	James
Patricia Silva pattycake33004@yahoo.com	December 13, 2022	November 2022 through November 2026	Ryan
		November 2022 through November 2026	Lewellen
Ren Maddie	September 24, 2024	November 2020 through November 2024	Salvino (Appointment chose by Comm. James per agreement)
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School

EDUCATION ADVISORY BOARD
MEMBERSHIP
Wednesday, October 02, 2024

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Principal Lewis Jackson 754-323-5350 lewis.jackson@browardschools.com		February 2013 through	Ex-Officio Dania Beach Elementary School
Janet Giancarli 754-323-3800 janet.giancarli@browardschools.com			Ex-Officio Olsen Middle School
		March 2021 through November 2024	Ad-Hoc