

**ADDENDUM**  
**DANIA BEACH CITY COMMISSION**  
**REGULAR MEETING**  
**TUESDAY, SEPTEMBER 22, 2009 – 7:00 P.M.**

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

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LOBBYIST REGISTRATION REQUIRED. REGISTRATION AS A LOBBYIST IN THE CITY OF DANIA BEACH IS REQUIRED IF ANY PERSON, FIRM OR CORPORATION IS BEING PAID TO LOBBY THE COMMISSION ON ANY PETITION OR ISSUE PURSUANT TO ORDINANCE # 01-93. REGISTRATION FORMS ARE AVAILABLE IN THE CITY CLERK'S OFFICE IN THE ADMINISTRATION CENTER.

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

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IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

7.12 RESOLUTION #2009-188

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT ON BEHALF OF THE CITY WITH THE DANIA BEACH REDEVELOPMENT AGENCY; PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** That the proper City officials are authorized to execute an Interlocal Agreement on behalf of the City with the Dania Beach Redevelopment Agency.

**Section 2.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 3.** That this Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** on September 22, 2009.

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ANNE CASTRO  
MAYOR-COMMISSIONER

ATTEST:

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LOUISE STILSON, CMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY

**INTERLOCAL AGREEMENT**

**BETWEEN**

**THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**

**AND THE CITY OF DANIA BEACH**

THIS INTERLOCAL AGREEMENT (this “Agreement”), made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the following:

City of Dania Beach, Florida a municipal corporation under the laws of the State of Florida (the “City”), and

the Dania Beach Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes (the “CRA”).

WHEREAS, the Board of County Commissioners of Broward County, Florida (the “Board”), adopted Resolution No. 2002-275 on March 19, 2002, which, among other things, acknowledged that a slum or blighted area exists in a geographic area (the “Redevelopment Area”), as described by the City of Dania Beach in its Finding of Necessity for Redevelopment, the criteria of which presented by the City, in the aggregate, demonstrated that it is necessary and appropriate to redevelop such Redevelopment Area in accordance with the provisions of Part III of Chapter 163, Florida Statutes (the “Act”), as amended; and

WHEREAS, pursuant to the Resolution of the County, the Board delegated to the City Commission of the City of Dania Beach, Florida (the “City Commission”) the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment Area in accordance with the Act, to enable the City Commission to declare the need for, create and delegate power to a community redevelopment agency and to prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Commission accepted a delegation of powers from the Board, found a need for and created the CRA, and directed the preparation and adoption of a community redevelopment plan (the “Plan”); and

WHEREAS, the City Commission for the City of Dania Beach has created the Dania Beach Community Redevelopment Agency (the “CRA”) for the public purpose of carrying out redevelopment pursuant to the Plan in the Redevelopment Area specified by the City Commission, pursuant to the Act; and

WHEREAS, the City desires to delegate to the CRA those powers permitted by the Act which were delegated by the Board to the City necessary to implement the Plan pursuant to the Act, except those powers specifically retained by the City; and

WHEREAS, the CRA has undertaken certain responsibilities involved in implementing the Plan for the Redevelopment Area but does not currently employ staff other than the Executive Director of the CRA; and

WHEREAS, the City has employed professional staff; and

WHEREAS, City staff time and expertise in administrative coordination, engineering, financial administration, and planning can be beneficially utilized in the planning and implementation of public improvements and other projects contemplated by the CRA for funding; and

WHEREAS, the City is willing to make available to the CRA, in accordance with the terms and conditions set forth in this Agreement, staff, staff support and staff overhead; and

WHEREAS, on February 10, 2004, the County adopted Resolution No. 2004-76, which creates a funding program known as the "Redevelopment Capital Program" for funding of redevelopment initiatives in Broward County; and

WHEREAS, the County, the City and the CRA entered into that certain Interlocal Cooperation Agreement, dated April 20, 2004 (the "Dania Beach Interlocal Agreement"), as subsequently amended pursuant to that certain First Amendment to Dania Beach Interlocal Agreement, dated February 21, 2006 (the "First Amendment"), the Second Amendment to Dania Beach Interlocal Agreement, dated March 24, 2009 (the "Second Amendment"), and the Third Amendment to Dania Beach Interlocal Agreement, dated March 24, 2009 (the "Third Amendment"); and

WHEREAS, pursuant to the terms and conditions of the Third Amendment, the City received \$2,334,200.00 from the County from funds available through the Redevelopment Capital Program, for the purposes described therein; and

WHEREAS, the City wishes to transfer said funds into the Dania Beach CRA Community Redevelopment Trust Fund ("Redevelopment Trust Fund") created and established pursuant to the Act, the Dania Beach Interlocal Agreement and City Ordinance No. 2006-017, as described in the Third Amendment.

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the City and the CRA agree as follows:

1. Delegation of Powers

A. With the exception of the community redevelopment powers that continue to vest in the Board pursuant to Section 163.358, Florida Statutes, the City hereby delegates to

the CRA those powers permitted by the Act which were delegated by the Board to the City, necessary to implement the Plan pursuant to the Act, except those powers specifically retained by the City, and the CRA shall have the sole right and responsibility to exercise the following redevelopment powers specifically delegated by the Board pursuant to the Act:

(1) The power and authority to make and execute contracts and other instruments necessary or convenient to the exercise of its powers pursuant to the Act, with the power to procure contracts and services exercised in accordance with Part XII, Article 5. Contracts, of the Code of Ordinances of the City, with the Executive Director of the CRA having the same authority as the City Manager and the Board of the CRA having the same authority as the City Commission, thereunder;

(2) The power to disseminate slum clearance and community redevelopment information;

(3) The power to undertake and carry out community redevelopment and related activities within the Redevelopment Area, which redevelopment may include:

- (a) Acquisition of a slum area or a blighted area or any portion thereof;
- (b) Demolition and removal of buildings and improvements;
- (c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the Redevelopment Area the community redevelopment objectives of the Act in accordance with the Plan;
- (d) The power to dispose of any property acquired in the Redevelopment Area at its fair value for uses in accordance with the Plan;
- (e) The power to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the Plan;
- (f) The power to acquire real property in the Redevelopment Area which, under the Plan, is to be repaired or rehabilitated for the dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property;
- (g) The power to acquire any other real property in the Redevelopment Area when necessary to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density, eliminate obsolete or other uses, detrimental to the public welfare, or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities;

- (h) The power to acquire without regard to any requirement that the area be a slum or blighted area, air rights in an area consisting principally of land in highways, railway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income;
- (i) The power to construct foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.

(4) The power to provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, parks, or other facilities for or in connection with community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements, and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract, issued in connection with such redevelopment and related activities, provisions to fulfill such of the conditions as it deems reasonable and appropriate.

(5) Within the Redevelopment Area:

- (a) The power to enter into any building or property in the Redevelopment Area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted;
- (b) The power to acquire by purchase, lease, option, gift, grant, bequest, devise, eminent domain (as provided in this Agreement) or otherwise any real property (or personal property for its administrative purposes), together with any improvements thereon;
- (c) The power to hold, improve, clear or prepare for redevelopment any such property;
- (d) The power to mortgage, pledge, hypothecate or otherwise encumber or dispose of any real property;
- (e) The power to insure or provide for the insurance of any real or personal property or operations, of the City against any

risks or hazards, including the power to pay premiums on any insurance;

- (f) The power to enter into any contracts necessary to effectuate the purposes of the Act;
- (g) The power to solicit requests for qualifications for proposals for redevelopment of parcels of real property contemplated by the Plan to be acquired for redevelopment purposes by the Agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons pursuant to Section 463.380, Florida Statutes, prior to acquisition of such real property by the Agency; and
- (h) To the Agency, the power to exercise eminent domain as provided by law so to acquire by condemnation any interest in real property, including a fee simple title, which it deems necessary for, or in connection with, community redevelopment and related activities under the Act, provided however, the exercise of eminent domain power by the Agency is limited as follows: (i) County approval must be obtained based upon a request by the Agency adequately describing the real property to be acquired (by parcel) and stating the public purpose of the acquisition; provided however, if the County staff (either with or without a positive staff recommendation) fails to place the Agency's request on an agenda for consideration by the Board within sixty (60) days following submittal thereof by Agency to the County, the Agency may proceed directly to the Board for consideration of its request, and (ii) the power of eminent domain shall not be exercised by the Agency if the effect of such condemnation is a net reduction in the pool of affordable housing.

(6) The power to invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to Section 163.385, Florida Statutes, at the redemption price established or to purchase bonds at less than the redemption price, all bonds so redeemed or purchased to be canceled.

(7) The power to borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, County, or other public body or from any sources, public or private, for the purposes of the Act, and to give such security as may be required and to enter into and carry out contracts or agreements in connection with such activities, and to include in any contract for financial

assistance with the Federal Government for or with respect to community redevelopment and related activities, such conditions imposed pursuant to federal laws, as the County, the City or both deem reasonable and appropriate which are not inconsistent with the purposes of the Act.

(8) Within its area of operation, the power to make or have made all surveys and plans necessary to the carrying out of the purposes of the Act; to contract with any person, public or private, in making and carryout out the plans, and to adopt or approve, modify, and amend the plans, which plans may include, but are not limited to:

- (a) Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
- (b) Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements;
- (c) Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.

(9) The power to develop, test and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.

(10) The power to apply for, accept, and utilize grants of funds from the Federal or any State or Local Government for such purposes.

(11) The power to prepare plans for and assist in the relocation of persons including individuals, families, business concerns, nonprofit organizations, and others displaced from the Redevelopment Area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of payments financed by the Federal Government.

(12) The power to appropriate funds and make expenditures as are necessary to carry out the purposes of the Act, and to enter into agreements with a housing authority, which agreements may extend over any period respecting action to be taken by the City pursuant to any of the powers granted by the Act.

(13) The power to close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the City within the Redevelopment Area, subject to City Code and Charter requirements.

(14) Within its area of operation, the power to organize, coordinate, and direct the administration of the provisions of the Act as they may apply to the City, in order that the objective of remedying slum and blighted areas and preventing those causes within the City may be most effectively promoted and achieved, and to establish such new office or offices of the City or to reorganize existing offices in order to carry out these purposes most effectively.

(15) The power to exercise all or any part or combination of powers herein granted or to elect to have such powers exercised by the Agency.

(16) The power to develop and implement community policy innovations.

## 2. Land Dispositions

Any disposition of land within the Redevelopment Area shall be accomplished in accordance with applicable provisions of federal, state and local law, the Plan and this Agreement pursuant to the Act.

## 3. Staff Services

A. Commencing with the execution of this Agreement, the City shall provide the CRA the following professional services:

(1) General administrative and coordination services including but not limited to providing secretarial services to the CRA.

(2) Engineering services implementing public improvements including but not limited to preparation of right-of-way maps, appraisals, acquisition of right-of-way, road design, construction and inspection including bid coordination and supervision of contracts.

(3) Financing services including but not limited to financial reporting, paying bills, investments and preparing management reports.

(4) Planning services including but not limited to preparing planning studies relative to updating the adopted Community Redevelopment Plan.

B. In consideration for provision of the professional services referred to in this Section 3, the City shall be compensated by the CRA in the following manner:

(1) General Administrative Services - The CRA shall reimburse the City for staff work on an hourly basis determined by the respective hourly rate schedule for Administrative personnel.

(2) Financial Services - The CRA shall reimburse the City for staff work on an hourly basis determined by the respective hourly rate schedule for Finance Department personnel.

(3) Planning Services - The CRA shall reimburse the City for staff work on an hourly basis determined by the hourly rate schedule for Planning Department personnel.

(4) Engineering Services - The CRA shall reimburse the City for staff work on an hourly basis determined by the hourly rate schedule for Engineering Department personnel.

C. Additional administrative costs such as supplies, printing, and long distance telephone charges shall be reimbursed by the CRA to the City on a monthly basis at actual cost.

D. The staff of the City are not employees of the CRA and the City shall retain full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of this Agreement. The City shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing those matters.

E. The City agrees to hold the CRA harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the City, its employees, agents, subcontractors and their employees and agents.

F. The parties hereto recognize the necessity of each staff to work closely and coordinate with each other in order to effectuate the intent of this Agreement. Therefore each party therefore pledges such co-operation.

#### 4. Transfer of Funds to CRA Trust Fund

A. The City hereby agrees to transfer to the CRA Trust Fund the \$2,334,200.00 (the "Funds") received by the City pursuant to the terms and conditions of the Third Amendment to the Dania Beach Interlocal Agreement within ten (10) days of the execution of this Agreement.

B. The CRA hereby agrees to utilize the Funds in accordance with the terms of the Dania Beach Interlocal Agreement, as amended, the Plan and this Agreement.

#### 5. Miscellaneous

A. Joint Preparation. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

B. Merger; Assignment. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in the document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon

any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

C. Assignment. The respective obligations of the parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other party.

D. Recording/Filing. The City Clerk is hereby authorized and directed after approval of the Agreement by the governing body of the City and the CRA and the execution thereof by the duly qualified and authorized officers of each of the parties hereto to file this Agreement with the Clerk of Broward County, Florida, as required by Section 163.01(11). Florida Statutes.

E. Notices. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, or courier, evidenced by a delivery receipt, or by facsimile, evidenced by a delivery receipt, or by an overnight express delivery service evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective persons and places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR CITY:                    Robert Baldwin  
                                      City Manager  
                                      City of Dania Beach  
                                      100 West Dania Beach Boulevard  
                                      Dania Beach, Florida 33004

With a copy to:            City Clerk  
                                      City of Dania Beach  
                                      100 West Dania Beach Boulevard  
                                      Dania Beach, Florida 33004

FOR CRA:                    Jeremy Earle, ASLA, AICP  
                                      Executive Director  
                                      Dania Beach Community Redevelopment Agency  
                                      100 West Dania Beach Boulevard  
                                      Dania Beach, Florida 33004

F. Governing Law and Venue. This Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provision. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

G. Severability. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City or the CRA elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the court's determination becomes final. For the purposes of this section, "final" shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event the parties agree to cooperate fully with each other to effectuate a smooth transition of service.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: City of Dania Beach, signing by and through its Mayor-Commissioner, duly authorized to execute same and the Dania Beach Community Redevelopment Agency, signing by and through its Chair, duly authorized to execute same.

CITY OF DANIA BEACH, FLORIDA  
a Florida municipal corporation

ATTEST:

\_\_\_\_\_  
Anne Castro  
Mayor-Commissioner

\_\_\_\_\_  
Louise Stilson, CMC  
City Clerk

Approved as to form and Correctness:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Thomas J. Ansbro  
City Attorney

DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

\_\_\_\_\_  
Anne Castro - Chairman

\_\_\_\_\_  
Louise Stilson, CRA Secretary

\_\_\_\_\_  
Date