

**ADDENDUM**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**REGULAR MEETING**  
**TUESDAY, APRIL 26, 2016 - 6:00 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 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 ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: [WWW.DANIABEACHFL.GOV](http://WWW.DANIABEACHFL.GOV). (ORDINANCE #2012-019)

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

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IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

### **5.6 RESOLUTION NO. 2016-CRA-003**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH ENO CONSULTING GROUP, LLC, TO PROVIDE STAFFING MANAGEMENT AND OVERSIGHT OF THE "PATCH" URBAN FARM AND MARKET; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**RESOLUTION NO. 2016-CRA-003**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CRA OFFICIALS TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH ENO CONSULTING GROUP, LLC, TO PROVIDE STAFFING MANAGEMENT AND OVERSIGHT OF THE "PATCH" URBAN FARM AND MARKET; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, ENO Consulting Group ("ENO") provides professional agriculture and management services under its current Agreement with the CRA dated October 3, 2013; and

**WHEREAS**, the CRA deems it in its best interest to continue to retain ENO to provide such services; and

**WHEREAS**, ENO currently provides these services under the Agreement and First Amendment to the Agreement, which Amendment is dated October 15, 2015, with an amended Scope of Work for a monthly fee of Six Thousand Seven Hundred Eighty Dollars and Forty Two Cents (\$6,780.42), not to exceed Eighty One Thousand Three Hundred Sixty Five Dollars (\$81,365.00) annually; and

**WHEREAS**, ENO and the CRA agree that it would be more efficient for the employees filling the Farm Hand(s) and Market Manager positions to be employed directly by the CRA; and

**WHEREAS**, the CRA wishes to create a Second Amendment to the Agreement that includes a revised Scope of Work, a copy of which Amendment is attached as Exhibit "A" and made a part of and incorporated into this Resolution by this reference, related to subcontracting the positions of Farm Hand(s) and Market Manager currently provided through the ENO agreement; and

**WHEREAS**, the second amendment to the Agreement includes a reduction in the monthly fee to Two Thousand Nine Hundred Two Dollars and Nine Cents (\$2,902.09) effective May 1, 2016 for the balance of the term of the Agreement;

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

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

**Section 2.** That the CRA authorizes a Second Amendment to the Agreement with ENO Consulting for a monthly amount of Two Thousand Nine Hundred Two Dollars and Nine Cents (\$2,902.09), as provided above and further authorizes the proper CRA officials to execute the Amendment; provided, however that it will not be effective unless and until it has been executed by all parties.

**Section 3.** That the Executive Director and CRA Attorney are authorized to make minor revisions to the Amendment as are deemed necessary and proper for the best interests of the CRA.

**Section 4.** That funding for the agriculture and management professional services is funded in Community Redevelopment Agency PATCH Fund Fiscal Year 2015-2016, Professional Services General Account, Account Number 112-52-09-552-31-10.

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

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

**PASSED AND ADOPTED** on April 26, 2016.

ATTEST:

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LOUISE STILSON, CMC  
CRA SECRETARY

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MARCO A. SALVINO, SR.  
BOARD CHAIRPERSON

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CRA ATTORNEY

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE DANIA BEACH  
COMMUNITY REDEVELOPMENT AGENCY AND ENO CONSULTING GROUP, LLC**

**THIS IS A SECOND AMENDMENT (THE “SECOND AMENDMENT”) TO AN AGREEMENT**, which Agreement is dated October 3, 2013 (the “Agreement”), existing between the **DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Charter 163, Florida Statutes, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 (the “CRA”), and **ENO CONSULTING GROUP, LLC**, a Florida corporation having an address of 1534 Polk Street, Hollywood, Florida 33020 (“ENO” or “Consultant”).

**R E C I T A L S**

**WHEREAS**, a true and correct copy of the subject Agreement is attached as Exhibit “A”, and it is made a part of and is incorporated into this Second Amendment by this reference;

**WHEREAS**, the CRA and ENO wish to amend the Agreement subject to the terms and conditions set forth below;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and agreed upon, the parties agree as follows:

1. The above recitals are true and correct and they are incorporated into this Second Amendment as if set forth in full.
2. All defined terms in this Second Amendment shall have the same meaning as those appearing in the Agreement, as first amended.
3. Attached and incorporated by this reference is a copy of the First Amendment to the Agreement, which Amendment is dated October 15, 2015, identified as Exhibit “B”, which reflects the continuation of the Agreement services for Fiscal Year 2015-2016 in an amount not to exceed Eighty One Thousand Three Hundred Sixty Five Dollars (\$81,365.00).
4. The CRA wishes to employ certain subcontractors currently identified in the First Amendment. The subcontractors will, therefore, no longer work for ENO.
5. Attached and incorporated by this reference as Exhibit “C” which is an amended Statement of Work, which reflects a reduction in services for the remainder of Fiscal Year 2015-2016, effective May 1, 2016 in an amount not to exceed Sixty One Thousand Nine Hundred Seventy Three Dollars and Thirty Nine Cents (\$61,973.39) annually, payable at a monthly rate of Two Thousand Nine Hundred Two Dollars and Nine Cents (\$2,902.09) from May 1, 2016 to September 30, 2016.

6. Except as amended and modified by this Second Amendment, all of the terms, covenants, conditions, and agreements of the Agreement as first amended shall remain in full force and effect. In the event of any conflict about the provisions of the Agreement, the First Amendment and the provisions of this Second Amendment, this Second Amendment shall control.

**IN WITNESS OF THE FOREGOING**, this Second Amendment is effective upon its complete execution by both parties:

**CITY:**

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF DANIA BEACH, FLORIDA,  
a municipal corporation of the State of  
Florida**

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rachel Bach, AICP  
CRA Executive Director

\_\_\_\_\_  
**PRINT** Name

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Signature

**ATTEST:**

\_\_\_\_\_  
**PRINT** Name

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

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
Thomas J. Ansbro, CRA Attorney

**CONTRACTOR:**

**ENO CONSULTING GROUP, LLC**  
**a Florida corporation**

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_, of ENO Consulting Group, LLC, a Florida corporation, on behalf of the corporation. He/she is personally known to me or produced \_\_\_\_\_, as identification and did (did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
**PRINT** Name of Notary Public

## AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on OCTOBER 3, 2013, between the **DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Charter 163, Florida Statutes, having an address of 100 East Dania Beach Boulevard, Dania Beach, Florida 33004 (the "CRA"), and **ENO CONSULTING GROUP LLC.**, a Florida corporation, having an address of 1534 Polk Street Hollywood, FL 33020.

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, the parties agree as follows:

1. Scope of Services.

1.1 The CRA desires to engage and the Consultant agrees to perform consultant services for the CRA in accordance with the Scope of Services in connection with the establishment of **Community/Market Garden Program Management Proposal** referenced in Exhibit "A", a copy of which is attached, made a part of and incorporated into this Agreement by this reference.

2. Subcontracts.

2.1. Consultant may subcontract certain items of work. It is expressly agreed to by the parties; however, that the CRA Executive Director shall approve in advance in writing any subcontractors and fees to be paid to them by Consultant prior to any such subcontractor proceeding with any such work.

3. Subconsultants.

3.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.

3.2. Any subconsultants used on the Project must have the prior written approval of the CRA Executive Director.

4. Term/Commencement Date.

4.1. This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2014, unless earlier terminated in accordance with paragraph 12 (A) and (B).

4.2. Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the time frames set forth in the Project and Payment Schedule, unless extended by the CRA Executive Director.

5. Compensation/Payment.

5.1. The CRA agrees to pay Consultant for services provided by Consultant, as described in Exhibit "A", an agreed upon sum in an amount not to exceed **\$84,500**. The Fee includes full payment, including all labor, overhead and other costs. No travel and meal costs are reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, approved in advance and in writing by the CRA Executive Director. Any such costs are payable at the CRA reimbursement rate.

5.2. Any necessary additional work, as determined by CRA Executive Director, which is not covered by the scope of services described in Exhibit "A", shall not be undertaken without a written amendment to this Agreement to that effect, executed in advance by both parties.

5.3. Consultant shall submit its invoices in the format and with supporting documentation as may be required by the CRA. The Consultant shall invoice the CRA upon the completion of each task or deliverable in accordance with the Project and Payment Schedule or on a monthly basis if the Project Payment Schedule does not otherwise specify.

5.4. If any errors or omissions are discovered in any invoice, the CRA Executive Director will inform Consultant and request revised copies of all such documents. If any disagreement arises as to the payment of any portion of an invoice, the CRA agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion. Upon written request of the CRA Executive Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the CRA Executive Director, whose decision shall be final.

5.5. Any invoice which is not timely paid as prescribed above will be subject to the accrual of interest at the statutory rate prescribed by applicable Florida law.

6. Indemnification of CRA.

6.1. Consultant agrees to indemnify and hold harmless the CRA for all costs, losses and expenses including, but not limited to, damages to persons or property including, but not limited to judgments and attorneys' fees arising out of the negligent acts, errors or omissions

or the willful misconduct of the Consultant, its agents, servants or employees in the performance of services under this Agreement. If called upon by the CRA, the Consultant shall assume and defend not only itself, but also the CRA, in connection with any suit or cause of action arising out of the foregoing, and such defense shall be at no cost or expense whatsoever to the CRA. This indemnification does not extend to acts of third parties who or which are wholly unrelated to Consultant. The covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to Consultant's responsibility to indemnify the CRA.

6.2. It is specifically understood and agreed to that the consideration inuring to the Consultant for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

6.3. The execution of this Agreement by the Consultant shall obligate the Consultant to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must be also complied with as set forth below.

7. CRA's Responsibilities

7.1. The CRA will furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, which may be in possession of the CRA.

7.2. The CRA will arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant.

8. Consultant's Responsibilities

8.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement or within one (1) year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the CRA Executive Director, the Consultant shall, at Consultant's sole expense immediately correct the work.

8.2 ENO Consulting LLC will be acting as an authorized agent of the DBCRA. As an authorized agent ENO Consulting LLC will be accepting and expending funds

on behalf of the CRA and will use the CRA/City's established purchasing process procedures and authorized CRA/City purchasing card.

9. Insurance.

9.1. Consultant shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including Comprehensive General liability, Workers' Compensation insurance and Automobile insurances as stated below:

9.1.1. Comprehensive General Liability insurance, including contractual, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The CRA is to be included as a "named insured" with respect to any claims arising out of this Agreement.

9.1.2. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Consultant's employees.

9.1.3. Automobile Liability with minimum limit of One Million Dollars (\$1,000,000.00) combined single limit.

9.1.4. If Consultant hires a subcontractor for any portion of any work, then such subcontractor shall provide general liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00).

9.1.5. The Consultant shall provide the CRA Executive Director Certificates of Insurance for coverages and policies required by this Agreement. All certificates shall state that the CRA Executive Director shall be given thirty (30) days' advance notice prior to expiration or cancellation of any policy. Such policies and coverages shall not be affected by any other policy of insurance which the CRA may carry in its own name. All certificates of insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract.

10. Assignment of Agreement.

10.1. It is understood and agreed to by both parties that this Agreement, in

whole or in part, cannot be assigned, sublet or transferred by the Consultant without the prior written consent of CRA Executive Director. The CRA Executive Director is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the CRA's area, circumstances and desires. In the event Consultant wishes to re-assign or replace such individual, the Consultant shall tender substitutes acceptable to CRA Executive Director. In the event the CRA Executive Director is not, for any reason or no reason at all, satisfied with such substitute, Consultant shall be considered in breach of this Agreement. Violation of the terms of this paragraph shall constitute a breach of Agreement by Consultant and CRA Executive Director may, at his discretion, terminate this Agreement for cause and all rights, title and interest of Consultant in this Agreement shall then cease and terminate.

10.2. The Consultant acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the CRA receiving timely services from other consultants (the "Supporting Consultants"). The Consultant agrees to use its best efforts to coordinate its services with the services of the Supporting Consultants, and further agrees that in the event the rendition of any services of any of the Supporting Consultants is delayed, such delay will not entitle the Consultant to any additional compensation or payment of any kind. Furthermore, the Consultant shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the CRA for damages or expenses incurred, which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Consultant for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the CRA. The Consultant shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay.

## 11. Examination of Records.

11.1. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support of any claim for

reimbursement for any out-of-pocket expense or cost. The CRA Executive Director shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the CRA. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records, or documents pertaining to this Agreement. Consultant acknowledges that such laws have possible application and agrees to comply with all such laws.

12. Termination.

12.1. Termination of Agreement for Convenience. It is expressly understood and agreed that the CRA may terminate this Agreement at any time for any reason or no reason at all by giving the Consultant notice by certified mail, return receipt requested, directed to the principal office of the Consultant, ten (10) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the Consultant shall stop work immediately on the Project and shall be entitled to be compensated for the services rendered from the effective date of execution of the Agreement up to the date of receipt of Notice of termination. Such compensation shall be based on the percentage of work completed, as fairly and reasonably determined by CRA Executive Director after conferring with Consultant.

12.2. Termination of Agreement for Cause. If the CRA Executive Director elects to terminate the Agreement for cause, the CRA will provide Consultant ten (10) days' advance written notice. If Consultant promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the CRA will pay Consultant for work completed less any costs, expenses and damages incurred by CRA as a result of such termination. If a court of competent jurisdiction determines that the termination was not authorized under the circumstances, then the termination shall be deemed to be a termination for convenience.

13. Ownership of Documents.

13.1. During the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, all correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Consultant (and Consultant's independent professional subcontractors

or subconsultants) pursuant to this Agreement, shall become owned by and be the property of the CRA. The CRA shall consequently obtain ownership of them by any statutory common law and other reserved rights, including copyright; however, such documents are not intended or represented by Consultant to be suitable for reuse by CRA on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Consultant for the specific purpose intended will be at CRA's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional subconsultants. If CRA alters any such documents, CRA will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

13.2. The CRA may cancel this Agreement for refusal by the Consultant to allow access by the CRA Executive Director or his designee, to any and all records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

14. Notices.

14.1. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of 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:

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

With a copy to:                 Thomas J. Ansbro, City Attorney  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004

Consultant:                         Dion Taylor  
Principal  
ENO Consulting Group LLC  
1534 Polk Street  
Hollywood, FL 33020

15. Nondiscrimination.

15.1. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding discrimination.

16. Conflict.

16.1. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to all terms and provisions governing compensation).

17. Conflict of Interest.

17.1. To avoid any conflict of interest or any appearance of it, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc), with regard to any “adversarial” issues in the CRA. For the purposes of this section “adversarial” shall mean any development application where staff is recommending denial or has denied the application; administrative appeal or court action in which the CRA is a party. This section applies only to the project referenced in this Agreement and for the time-frame outlined in it.

18. Consent to Jurisdiction.

18.1. The parties agree that the jurisdiction for any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida.

19. Governing Law.

19.1. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

20. Attorneys’ Fees and Costs.

20.1. If CRA or Consultant incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to court costs and reasonable attorneys' fees.

21. Headings.

21.1. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

22. Exhibits.

22.1. Each exhibit referred to in this Agreement forms an essential part of this Agreement. Each such exhibit is a part of this Agreement and each is incorporated into it by this reference.

23. Severability.

23.1. If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations, other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

24. All Prior Agreements Superseded.

24.1. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

24.2. Consultant and its employees and agents shall be and remain independent contractors and not employees of the CRA with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and subcontractors of the Consultant retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

25. Prohibition of Contingency Fees.

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

25.2. The Consultant understands and agrees that the CRA, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Consultant shall not proceed with services under this Agreement without CRA's written verification that the funds necessary for Consultant compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

26. Consultant warrants and represents that no elected official, officer, agent or employee of the CRA has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no CRA employee who acts in the CRA as a "purchasing agent" as defined in Chapter 112, Florida Statutes, any elected or appointed officer of the CRA, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Consultant and, further, that no such CRA employee, purchasing agent, CRA elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Consultant. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Consultant.

27. Consultant shall comply with all federal, state and CRA laws applicable to the Consultant services and specifically those covering Equal Opportunity Employment, the Americans With Disabilities Act ("ADA") eligibility to perform services as specified in the

Florida Public Entity Crime law and the Florida Building Code. The Consultant is expected to fully comply with all provisions of all laws and the CRA reserves the right to verify the Consultant's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

28. Counterparts.

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

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature:

Attest:

DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

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

By:   
\_\_\_\_\_  
Jeremy Earle, ASLA, AICP,  
CRA Executive Director

Date: 10-8-13



ENO CONSULTING GROUP

  
By: \_\_\_\_\_  
Dion Taylor  
Principal

Date: 10/3/2013

**Statement of Work (SOW)**  
**Community/Market Garden Program Management Proposal**  
**For**  
**City of Dania Beach Community Redevelopment Agency (CRA)**

**Background**

The CRA of Dania Beach has funded, to an extent, a Community Garden (PATCH) to provide access to healthy foods, education services, and economic development opportunity to the citizenry of Dania Beach. PATCH is a 1.7 acres plot of land that is currently a functioning Community Garden growing local produce. The CRA of Dania Beach has partnered with the Broward Regional Health & Planning Council (BRHPC) to deliver a community garden that will - over time - morph in to a Co-op or Food Hub model.

ENO Consulting Group, LLC is pleased to present this proposal to function as the Management company for the business.

ENO will provide the following services for a period of 12 months commencing October 1, 2013 thru September 30, 2014:

- Day to Day Operations
- Market Operations
- Sales and Marketing
- Financial Management
- Legal
- Farm Operations
- Customer Service
- Outreach Programs
- Data Collections

**Objectives**

Objective for the Business Management Services is as follows:

Design, Build and Operate the PATCH Garden Market for 12 months then hand over the business to local community leaders who will carry the business forward.

## **Scope**

The scope of the of this project is to provide Program Management, Garden Management, Market Management, and Operations Management Services to accomplish the above stated objective. We are pleased to submit the following proposed approach to meet the needs of PATCH.

- Tasks:                    Program Management**
- 1.0                    Manage Client Status Reporting Process
  - 2.0                    Manage Document Management Process
  - 3.0                    Manage Client/Vendor Meeting Schedule
  - 4.0                    Manage Issues Log
  - 5.0                    Manage Risk Mitigation Plan
  - 6.0                    Manage Change Request Process

- Tasks:                    Market Operations**
- 7.0                    Manage Market Management Plan (Tactical and Short Term)
  - 8.0                    Manage Community Outreach Plan (Document)
  - 9.0                    Manage Customer Service Plan (Document)
  - 10.0                    Manage Training Program (Document)
  - 11.0                    Provide day-to-day On-the-Job-Training for Market Manager and market staff.
  - 11.1                    ENO Consulting LLC will be acting as an authorized agent of the DBCRA. As an authorized agent ENO Consulting LLC will be accepting and expending funds on behalf of the CRA and will use the CRA/City's established purchasing process procedures and authorized CRA/City purchasing card.

- Tasks:                    Garden Operations**
- 12.0                    Manage Soil Management Plan (Tactical and Short Term)
  - 13.0                    Manage Crop Growing & Rotation Plan (Document)
  - 14.0                    Manage Crop Rotation Plan (Document)
  - 15.0                    Implement a Pest Management Plan (Document)
  - 16.0                    Manage Implement an Infrastructure Maintenance Plan (Document).
  - 17.0                    Train Interns and Garden Growers on Plans and Best Practices

## **Government-Furnished Property, Material, Equipment, or Information**

- The Dania Beach CRA has provided the land for this project (PATCH).
- The Dania Beach CRA will provide documentation that will be used as background fodder for the project.
- The Dania Beach CRA will provide resources to assist the master grower accomplish the goals and objectives defined in this document.
- The Dania Beach CRA will provide any and all information required to assist the contractor in making this effort a success.

## **Security**

There are no special security requirements identified for this project.

## **Travel**

There is no out-of-state travel required for this project. In-state expenses will be expensed to ENO Consulting and reimbursed to the contractor. Properly supporting documentation is required for reimbursement (e.g. receipts).

All travel arrangements must be pre-approved by ENO prior to expense being incurred.

## **Special Material Requirements**

There are no special materials required for this project. ENO reserves the right to modify this section should the Master Grower decide special consideration be made to this section.

## **Place of Performance**

Work will be performed at the PATCH garden and at the place of choice of the Contractor suitable for accomplishing all deliverables.

## **Code of Conduct**

ENO Consulting Group, LLC holds itself to the highest of standards when interacting with Clients and friends of our Clients. We expect that contractors will hold themselves to the same level standards. By signing this SoW, sub-contractor agrees to conduct him/herself with class and grace with our Client.

The following infractions will be grounds for termination of this Statement of Work and may result in forfeiting the payments due to contractor:

## **Prohibited Performance**

- Missing a deliverable without informing ENO of slippage.
- Mistreating Client property.
- Stealing
- Cursing in the presence of the Client.

- Drinking alcoholic while conducting work.
- Consuming illegal drugs while conducting work.
- Sexually harassment of any employee of the Client.
- Inappropriate conduct while on client site.
- Gossiping about the Client and an employee of the Client is strongly prohibited.
- Using strong and/or inappropriate tone with Client or an employee of the Client.
- Submitting sub par work to the client.

### **Expected Performance**

- Deliver on-time
- Deliver high quality work product
- Deliver with grace
- Be sensitive to the time of the Client
- Be prompt with meetings
- Be the “expert” at all times
- Collaborate with ENO colleagues
- Be proactive; get ahead of issues before they arise
- Under promise and over deliver

**Budget (Fixed Price) Estimate**

The following budget is a fixed price estimate for the above deliverables for this project.

<b>Skill Set</b>	<b>Estimated Man Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Program Management	520	75.00	\$ 39,000.00
Master Gardner	1,000	45.00	\$ 25,000.00
Market Manager	320	25.00	\$ 8,000.00
Sales and Marketing	500	25.00	\$ 12,500.00
<b>Total Cost</b>			\$ 84,500

**Time Tracking**

Time sheets will be provided by ENO Consulting and are to be submitted by 10:00 a.m. on Monday morning for work concluded on the previous week.

**Invoicing**

Invoices will be paid within 7 days of payment to ENO Consulting from the Client.

**Expenses**

Expenses will be submitted and paid to contractor immediately upon approval and payment by the Client to ENO Consulting Group.

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## AMENDMENT TO AGREEMENT

**THIS IS AN AMENDMENT TO AN AGREEMENT** identified below (the "Amendment") dated as of SEPTEMBER 9, 2014, and it is entered into between the **DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Part III of Charter 163, Florida Statutes, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 (the "CRA"), and **ENO CONSULTING GROUP, LLC**, a Florida limited liability company, having an address of 1534 Polk Street, Hollywood, Florida 33020 ("ENO" or "Consultant").

### RECITALS

**WHEREAS**, the CRA and ENO entered into an Agreement dated October 3, 2013 (the "Agreement"). A true and correct copy of the Agreement is attached as Exhibit "A", which is made a part of and is incorporated into this Amendment by this reference.

**WHEREAS**, the CRA and ENO wish to amend the Agreement on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants described above and the agreements contained below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and agreed upon, the parties agree as follows:

1. The above recitals are true and correct and they are incorporated into this Amendment as if set forth in full.
2. All defined terms in this Amendment shall have the same meaning as those appearing in the Agreement.
3. A new Section 5.6 is added to the Agreement as follows:

Consultant shall also coordinate, manage and supervise the use of community volunteers in connection with the Project, and is further authorized to engage them as independent contractors consistent with the requirements of Internal Revenue Service requirements and terms of this Agreement, provided further that the amounts expended as compensation or stipend for their independent contractor services does not exceed, together with all other amounts authorized under this Agreement, the total appropriations reflected in the Agreement to this Amendment. Any invoices for such services shall be submitted in accordance with the provisions of Section 5 above.

4. Subsection 9.1.2 of the Agreement is amended to include the following sentence at the end of the subsection:

Workers' Compensation shall also be obtained by Contractor, to the extent necessary and required under Florida law, if at all, for any additional persons, independent contractors or volunteers of the contractor who provide services in connection with or conducted at the Community Garden Project, unless such insurance is not required by law or such individuals are otherwise covered by Workers' Compensation insurance of their respective employers while working in connection with the Community Garden Project.

5. A new Section 9.1.6 is added to the Agreement as follows:

For all independent contractors providing any services in connection with the Project, Consultant shall either obtain a hold harmless and indemnity agreement in favor of the CRA, City and Consultant before allowing them to provide any services; or require either the maintenance of their own Workers' Compensation insurance or the execution of a hold harmless and indemnity agreement. The hold harmless and indemnity agreement shall be in writing and in a form approved by the CRA and its legal counsel and provided to and held by the CRA Executive Director prior to any work on the Community Garden Project. Any Workers' Compensation insurance shall otherwise be consistent with the provisions of Subsections 9.1.2, 9.1.4 and 9.1.5 above, and provided to the CRA in accordance with such provisions.

6. Except as amended and modified by this Amendment, all of the terms, covenants, conditions, and agreements of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, this Amendment shall control.

7. This Amendment shall be retroactive to October 1, 2013 and will expire on September 30, 2014.

**IN WITNESS OF THE FOREGOING**, this Amendment is effective upon its complete execution by both parties:



Signature

DON TALWAR

PRINT Name



Signature

KATHLEEN A WEEKES

PRINT Name

**CRA:**

**DANIA BEACH COMMUNITY  
REDEVELOPMENT AGENCY, a  
municipal corporation of the State of  
Florida**



Jeremy Earle, ASLA, AICP  
CRA Executive Director

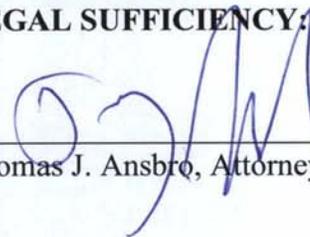
Dated: 9-8-14, 2014

**ATTEST:**



Louise Stilson, CMC, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**



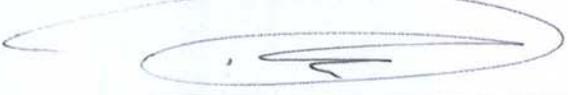
Thomas J. Ansbro, Attorney for CRA



**DANIA BEACH**  
COMMUNITY REDEVELOPMENT AGENCY

**CONTRACTOR:**

**ENO CONSULTING GROUP, LLC,  
a Florida limited liability company**



Signature

Dion Taylor

PRINT Name

**WITNESSES:**

Garren Mezza  
Signature

Garren Mezza

PRINT Name

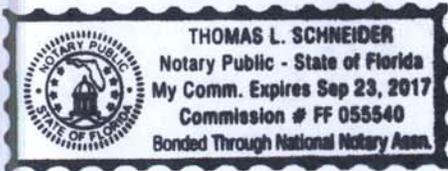
Kathleen A. Weekes  
Signature

KATHLEEN A. WEEKES

PRINT Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on September 8, 2014, by Dion Taylor, as Principal of ENO Consulting Group, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or produced \_\_\_\_\_, as identification and did (did not) take an oath.



Thomas L. Schneider  
NOTARY PUBLIC

THOMAS L. SCHNEIDER  
PRINT Name of Notary Public

My Commission Expires: 9-23-17



**Statement of Work (SOW) PATCH Garden Market Business Operations Outsourcing  
Proposal For City of Dania Beach Community Redevelopment Agency (CRA)  
Background**

The CRA of Dania Beach has funded, to an extent, a Community Garden (PATCH) to provide access to healthy foods, education services, and economic development opportunity to the citizenry of Dania Beach. PATCH is a 1.7 acres plot of land that is currently a functioning Community Garden growing local produce.

ENO Consulting Group, LLC is pleased to present this proposal to function as the Operator for the Dania Beach PATCH.

ENO will provide the following services for a period of 12 months commencing October 1, 2015 thru September 30, 2016.

- Program/Staff Management
- Financial Reporting
- Market Operations
- Farm/Nursery Operations
- Volunteer Coordination

## **In-Scope**

1. The scope of the of this project is to provide Program Management, Farm Management, Market Management, Volunteer Support to accomplish the above stated objective. We are pleased to submit the following proposed approach to meet the needs of PATCH.

The following Tasks will be carried out for the statement of work:

### **Tasks: Program Management**

1. Financial Management
2. Execute detailed task and milestones
3. Execute sales model
4. Execute crop rotation plan
5. Oversee all aspect of the garden operations
6. Implement Standard Operating Procedures incl. Policies and Procedures Manual.
7. Provide Client with Status Reports
8. Manage Client/Vendor Meeting Schedule
9. Manage Issues Log
10. Manage Change Request Process
11. Partner Management

### **Tasks: Market Operations**

1. Operate Weekly Farmer's Market
  - 1.a Set pricing
  - 1.b ~~Run register~~
  - 1.c ~~Set up weekly market~~
  - 1.d Order value add products
  - 1.e ~~Track inventory~~
  - 1.f Track spoilage report
  - 1.g ~~Settle EBT transaction~~
  - 1.h ~~Make weekly cash drops~~
  - 1.i Complete weekly financial reports
  - 1.j ~~Track customer complaints~~
  - 1.k Run sales/service reports from Square as needed
2. Update Market Management SoP as needed
3. Coordinate and deliver content to marketing team for marketing plan and execution as needed.

### **Tasks: Sales Support**

1. Provide sales support on customer calls
2. Send weekly produce list to commercial customers
3. Handle post sales customer issues
4. Conduct price comparisons and manage price comparison spreadsheet
5. Provide weekly harvest details to Sales/Marketing Team
6. Run sale reports out Square
7. Update sales master worksheet
8. Track Buyer's Club sales

**Tasks: Farm Operations**

1. Manage Soil Management Plan
2. Manage Crop Growing & Rotation Plan
3. Manage Crop Rotation Plan
4. Manage Pest Management Plan
5. Manage and Update Infrastructure Maintenance Plan as needed
6. ~~Coordinate PATCH volunteers~~

**Tasks: Volunteer Management**

1. Create weekly volunteer work plan
2. Coordinate volunteer activities
3. Provide refreshments for volunteers
4. Assign proper work tools for volunteers
5. Submit weekly attendance records to Hand On Broward

**Tasks: Training Services ~~Development~~**

1. To be rendered on an as-needed basis at the written request of the Client.

## **Out-of-Scope**

1. Any and All expenses associated with special events, outside services, COGS, or costs incurred that are not man-hours defined in this document.
2. Work to be conducted for any other customer, municipality, government agency, or partner.
3. Outreach
4. Online Marketing
5. Offline Marketing
6. Special Event Planning and/or Support
7. Grant writing
8. Community Garden Management
9. Logistics and Transportation
10. Produce Packing/Processing for Commercial Distribution

**Fee Structure:**

The following budget is a **fixed price** estimate for the above deliverables for this project.

**Dania Beach Management Costs: (4,000 Bag)**

Skill Set	Not to Exceed Hours	Total	
Program/Farm Management	638	\$ 20,450.00	
Market Management	1040	\$ <del>20,800.00</del>	\$12,133.34
Sales Support	520	\$ 10,400.00	
Volunteer Support	265	\$ 3,975.00	
Farm Hands *i wctcpvggf '52j tuly ggm+	1560	\$ <del>25,740.00</del>	\$15,015.00
<b>Total Cost</b>		\$ <del>81,365.00</del>	\$61,973.34

**Fee Summary:**

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Nwo r "Uwo "Management Fee"both Dania Beach PATCH: ~~\$81,365.00~~ \$61,973.34

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**Invoicing Summary:**

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~~Client will be billed a flat rate of \$6,780.00 per month for the term of this agreement.~~

Client will be billed a flat rate of \$2,902.09 per month effective May 1, 2016 for the remainder of the term of this agreement.

**Additional Services Fee Structure:**

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Skill Set	Hourly Rate
VtckpggulRcengtu	\$33.00
Hcto "J cpf u	\$19.00
Market Manager	\$20.00
Outreach/Special Events	\$30.00
Farm Manager	\$30.00
Program Manager	\$65.00

**Bill Rate for Time & Material Resources:**

**Farm Hands, Farm Trainees and/or Farm Apprentice, Packers, and Producers** to be managed by ENO will not be employees of ENO but instead Independent Contractors. The Fee for above resources will be billed to client using the following formula (pay rate + 10% = bill rate)

Farm hands must pass a screening process and enter in to a probation period not to exceed 60 days prior to an offer for contract services being extended.

ENO Consulting will not contract with community members or volunteers as 1099 independent contractors without first being approved by the Dania Beach CRA. The Dania Beach CRA may be responsible for the financial compensation of the approved 1099 independent contractors.

### **Government-Furnished Property, Material, Equipment, or Information**

- The Dania Beach CRA has provided the land for this project (PATCH).
- The Dania Beach CRA will provide documentation that will be used as background fodder for the project.
- The Dania Beach CRA will provide resources to assist the master grower accomplish the goals and objectives defined in this document.
- The Dania Beach CRA will provide any and all information required to assist the contractor in making this effort a success.

### **Security**

There are no special security requirements identified for this project.

### **Travel**

There is no out-of-state travel required for this project. In-state expenses will be expensed to ENO Consulting and reimbursed to the contractor. Properly supporting documentation is required for reimbursement (e.g. receipts).

All travel arrangements must be pre-approved by ENO prior to expense being incurred.

### **Special Material Requirements**

There are no special materials required for this project. ENO reserves the right to modify this section should the Master Grower decide special consideration be made to this section.

### **Place of Performance**

Work will be performed at the PATCH garden and at the place of choice of the Contractor suitable for accomplishing all deliverables.

### **Code of Conduct**

ENO Consulting Group, LLC holds itself to the highest of standards when interacting with Clients and friends of our Clients. We expect that contractors will hold themselves to the same level standards. By signing this SoW, sub-contractor agrees to conduct him/herself with class and grace with our Client.

### **Prohibited Performance**

- Mistreating Client property.
- Stealing
- Cursing in the presence of the Client.
- Drinking alcoholic while conducting work.
- Consuming illegal drugs while conducting work.
- Sexually harassing any employee of the Client.
- Inappropriate conduct while on client site.
- Gossiping about the Client and an employee of the Client is strongly prohibited.
- Using strong and/or inappropriate tone with Client or an employee of the Client.
- Submitting sub-par work to the client.

- Deliver on-time
- Deliver high quality work product
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- Be sensitive to the time of the Client
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- Collaborate with ENO colleagues
- Be proactive; get ahead of issues before they arise
- Under promise and over deliver