



Deerfield Beach Community Redevelopment Agency

SPECIAL MEETING AGENDA

Tuesday, April 26, 2011, 6:30 P.M.

City Commission Chambers, Deerfield Beach City Hall

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES

April 12, 2011*

APPROVAL OF THE AGENDA*

GENERAL ITEMS

1. Resolution authorizing the CRA Director to enter into an agreement for services from the Urban Land Institute to participate in the Technical Advisory Program*
2. Request to approve additional services contract with Garcia Stromberg for the revision of the plans for the Pier Buildings Replacement project*
3. Resolution to amend CRA Resolution 2010/001, setting forth the authority of the CRA Director to expend CRA funds*

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT

ADJOURN

* Indicates an Action Item

(Next Meeting: Tuesday, May 10, 2011, 6:30 PM unless otherwise determined)

REQUESTED ACTION:

Approve resolution to enter into an agreement with the Urban Land Institute to participate in the Technical Advisory Program for a lump sum of \$15,000.00.

SUMMARY EXPLANATION/BACKGROUND:

At the April 12, 2011 CRA Board meeting, the Board directed staff to research participation in The Urban Land Institute's Technical Advisory Program (TAP) to seek professional advice and recommendations from industry experts relative to concepts, options and feasibility of various redevelopment scenarios in the Sullivan Park and Cove Shopping Center area. CRA staff met onsite with representatives from ULI to discuss the TAP and establish initial parameters for the TAP panelists' work.

The CRA Board is being asked to approve the TAP scope of services and \$15,000 fee for participation in the program. \$7,500 will be paid up front to reserve ULI's services and the balance will be paid upon satisfactory delivery of the final report. Upon approval, CRA staff will immediately begin to work with ULI to schedule the TAP and manage event logistics.

Adequate funds for this service are available in account 190-8000-552.32-99 (Other Contractual Services).

ATTACHMENTS:

**Urban Land Institute Technical Advisory Program Agreement
TAP event template
Resolution**

**ULI-The Urban Land Institute
Southeast Florida/Caribbean**

Technical Advisory Program Agreement

This Agreement constitutes a binding contract between **XXXXX** (Sponsor) and ULI-the Urban Land Institute Southeast Florida/Caribbean District Council (ULI or District Council). The Sponsor wishes to obtain advice and recommendations from the District Council regarding ***insert short paragraph describing focus of the TAP.*** The District Council agrees to provide such advice and recommendations subject to the terms of this Agreement.

Pursuant to this Agreement, the District Council agrees, at its expense:

1. To provide a Technical Advisory Program (TAP) panel of persons composed of members of the Institute and others who collectively have a varied and broad experience and knowledge applicable to the particular problems to be considered, including the planning, development and redevelopment of land and the ownership, management and financing of real property. The members of the TAP panel shall be subject to the reasonable approval of the Sponsor.
2. To arrange for the TAP panel members to visit the location upon which its recommendations are sought. During that time the TAP panel, directly and through its staff, will study the designated area; consult with public and private officials, representatives of other relevant organizations, and other individuals familiar with the problems involved; and prepare its report, conclusions and recommendations which will be presented to the Sponsor and its invited guests in oral form at the close of the assignment.
3. To pay reasonable travel, overnight lodging, and meals for TAP panel members.
4. To provide the Sponsor with a written report of the study, its conclusions and recommendations. The report shall be in the format generally consistent with that shown in Exhibit "A". Twenty (20) copies of the report will be provided at no extra charge.

The Sponsor agrees, at its expense:

1. To furnish each TAP panel member with such pertinent background data in the form of reports, plans, charts, etc., as may be presently available or readily developed for the preliminary study of the panel, no less than two weeks prior to the date on which the TAP panel will meet onsite. Especially needed are area demographic data and the City's completed retail study. A template for this paper will be provided to the Sponsor by the District Council.
2. To arrange, insofar as possible, to have appropriate persons, including public officials and private parties, representatives of the relevant organizations, and

ULI Technical Advisory Program Agreement

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others, available for the purpose of consulting with and furnishing information to the TAP panel on specific matters relevant to the assignment as may be necessary and advisable.

3. To provide transportation and guides to be used by the TAP panel for any necessary inspection of the study area and its environs.
4. To provide meeting and work space for the TAP panel during the day and a half session onsite in North Miami.
5. As consideration for and in return for the advice and recommendations of the District Council, to pay the District Council the total sum of \$15,000, half of which fee shall be due and payable upon execution of the contract and the remaining half due and payable following the completion the District Council's obligations set forth above including presentation and delivery of the written report to the Sponsor.

It is understood that the fee paid by the Sponsor to the District Council is to be used to cover the costs of the TAP panel assignment and to support and encourage the Institute's scientific and educational programs.

The Sponsor may make such use of the report as they may deem desirable. It is further understood that ULI may make such use of the report prepared of the TAP panel's findings and recommendations as it may deem desirable, and the Sponsor herewith specifically agrees that the ULI may publish and disseminate such report or any part thereof in conjunction with its research and educational programs.

The CRA shall not be responsible for any personal injury liability or damages to the individual persons provided by the District Council pursuant to this Agreement unless such damages arise from the gross neglect of the **XXX** or its employees. **XXX's** liability for damages of any nature shall be limited by the provisions and monetary limitations of Section 768.28, Florida Statutes, as such may be amended.

ULI shall not be responsible to **XXX** for damages of any kind arising from the performance of services under this Agreement, unless such damages arise from gross neglect on the part of ULI and other persons employed or utilized by the ULI in the performance of the Agreement.

Insurance: ULI shall have and maintain the following insurance in the following minimum amounts: (i) worker's compensation insurance coverage in accordance with Florida statutory requirements and (ii) commercial general liability insurance coverage with limits of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Sponsor and the City shall be named as additional insureds on the commercial general liability policy. ULI shall require that its insurers waive all rights of subrogation with respect to the Sponsor. Prior to the commencement of any activities or the performance of any services within **XXX**

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pursuant to the Agreement, ULI shall deliver to the Sponsor certificate(s) of insurance from insurers acceptable to the Sponsor consistent with the foregoing.

Governing Law; Venue: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the judicial circuit in and for Broward County, Florida.

Waiver of Jury Trial: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the date set forth below their respective signatures.

Name of Client

By: _____

Date Executed: _____, 2011

ULI-the Urban Land Institute SE Florida/Caribbean

By: _____

Name: Eric Swanson

Title: Chair of ULI SE Florida/Caribbean District Council

Date Executed: _____, 2011

**ULI Southeast Florida/Caribbean
Technical Advisory Panel (TAP) Workshop
Sample Agenda
Days 1 & 2**

Day One

- 12:00 – 1:30** Panel arrives, meets over lunch (we often invite staff, and perhaps a city or CRA advisory board to join panelists for lunch.)
- 1:30 – 3:00** Walking or van tour of site.
- 3:30 – 5:00** Panel discussion with client(s), surrounding governmental entities (if appropriate), community representatives, neighbors, etc., and other interested parties. *This meeting is open to the public.*
- 5:00 – 6:00** Hotel check-in and break
- 6:00 – 9:00** Dinner, panel interviews and discussion. (Staff is invited to dinner, but closed to the public. Occasionally City Commission invited to dinner, and then dinner is noticed as a public meeting.)

Day Two

- 7:30 – 8:30** Breakfast
- 8:30 – 10:00** Panel work session (closed to public)
- 10:00 – 10:30** Break
- 10:30 – 12:30** Panel work session (closed to public)
- 12:30 -1:30** Working lunch
- 1:30 -3:00** Panel work session (closed to public)
- 3:00 -3:30** Break
- 3:30 – 4:30** Panel review of Draft Report (closed to public)
- 4:30 – 5:30** Presentation of Draft Report; Questions & Answers (*open to public*)

NOTE: Final report sent to client within 30 days after panel adjourns

RESOLUTION NO. 2011/

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE CRA DIRECTOR TO ENTER INTO AN AGREEMENT FOR SERVICES FROM THE URBAN LAND INSTITUTE TO PARTICIPATE IN THE TECHNICAL ADVISORY PROGRAM FOR A LUMP SUM OF \$15,000.

WHEREAS, the CRA Plan has identified the redevelopment of the Cove Shopping Center and the Sullivan Park area as priorities; and

WHEREAS, the CRA Board has received public comment in support of the redevelopment of the Cove Shopping Center and the Sullivan Park area; and

WHEREAS, the CRA seeks professional advice and recommendations on how to redevelop this area; and

WHEREAS, the Urban Land Institute is a nationally renowned and respected authority in redevelopment matters;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY BOARD THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The CRA Board does hereby approve of entering into an agreement with the Urban Land Institute for participation in the Technical Advisory Program for a lump sum of \$15,000. The Director is hereby authorized to execute same.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2011.

PEGGY NOLAND, CHAIR

ATTEST:

ADA GRAHAM JOHNSON, MMC, CITY CLERK

REQUESTED ACTION:

Approve Garcia Stromberg's additional services proposal for the revision of the plans for the Pier Buildings Replacement project in an amount not to exceed \$26,430.

SUMMARY EXPLANATION/BACKGROUND:

The CRA's coastal construction permit application for the Pier and Buildings Replacement Project was the subject of a recent meeting between City representatives and the Florida Department of Environmental Protection (FDEP) review staff. The project team explained that the two fundamental **public safety goals** of the project are 1) to ensure the pier is structurally sound, and 2) to provide the required egress width by moving the buildings off the pier itself and connecting the pier to a continuous north and south boardwalk. The project design team was able to convince FDEP to minimize their changes to the plan so that the requests of numerous and varied local stakeholders, which are currently respected by the design, are accommodated: "keep as much parking as possible; keep the vertical scale low; maintain the functionality and access for fishing", etc. The plan revisions that were tentatively accepted by FDEP are described in Garcia Stromberg's proposal and will be explained with a graphic presentation at the meeting.

The proposed additional services from Garcia Stromberg will provide for the necessary revisions to the construction plans resulting from FDEP's review of the plans.

ATTACHMENTS:

Garcia Stromberg Proposal
Resolution

GARCIA STROMBERG

AUTHORIZATION TO PROCEED WITH ADDITIONAL SERVICES

DATE: April 21, 2011

IN ACCORDANCE WITH: The Agreement dated December 23, 2009

TO: The City of Deerfield Beach, Florida
c/o Mr. Keven Klopp
150 NE 2nd Avenue
Deerfield Beach, FL 33441-5816

FROM: Garcia Stromberg, Inc.
8000 North Federal Highway, 3rd Floor
Boca Raton, FL 33487

PROJECT: **The Deerfield Pier**

PROJECT #: **29010-07**

SCOPE OF SERVICES:

Revisions to Construction Documents as required for FDEP Resubmittal, as follows:

1. Remove the wood deck eastward of restaurant.
2. Move the east edge of the paved deck to align with the seawall to the north.
3. Shorten the length of the 2nd level deck, move the piles to align with the north seawall, and cantilever deck out about 12 feet.
4. Change straight run stair from 2nd level deck to switchback type.
5. Provide dune walkover structure on the north edge of the property. Verify if it will need to be made HC accessible.
6. Modify dune planting/Landscape plans.

Architectural Services Include: Site re-design, project management, redline preparation, specification amendments, sub-consultant coordination and administration, drafting and production in order to revise 50% construction drawings for submittal to the CM@Risk for preparation of GMP.

COMPENSATION:

Architectural:	\$15,000.00
M/E/P Engineering:	\$ 500.00
Civil Engineering and Landscape Architecture:	\$ 3,930.00
Structural Engineering:	\$ 7,000.00
Total Compensation:	\$26,430.00

PAYABLE AS FOLLOWS:

RESOLUTION NO. 2011/

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING ADDITIONAL ARCHITECTURAL SERVICES FOR GARCIA STROMBERG FOR REVISION OF PLANS FOR THE PIER ENTRANCE PROJECT

WHEREAS, the CRA Board has approved a project for the replacement and renovation of the Pier entrance and fishing pier (the Project); and

WHEREAS, Garcia Stromberg has been hired as the architect to design and draw the plans for the Project; and

WHEREAS, in the permitting process, the City has been advised by the Florida Department of Environmental Protection (FDEP) that certain changes are required; and

WHEREAS, additional changes will require additional design costs to be incurred by Garcia Stromberg; and

WHEREAS, the Board wishes to move forward with the project and therefore authorized the additional services in an amount not to exceed \$26,430;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY BOARD THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The CRA Board does hereby authorize additional architectural services from Garcia Stromberg for the Project in an amount not to exceed \$26,430. The Director is hereby authorized to execute same.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2011.

PEGGY NOLAND, CHAIR

ATTEST:

ADA GRAHAM JOHNSON, MMC, CITY CLERK

REQUESTED ACTION:

Approve Resolution amending CRA Resolution 2010/001, setting forth the authority of the CRA Director to expend CRA funds.

SUMMARY EXPLANATION/BACKGROUND:

The CRA Board has authorized the CRA Director to procure goods and services on new purchases in accordance with the City of Deerfield Beach Procurement Ordinances, as outlined in CRA Resolution 2010/001.

For current projects, the CRA Board approves a project budget with very specific line item expenses associated with the project. Situations arise during design and construction that can increase the cost or scope of the approved contract. Currently, CRA staff must request authorization from the CRA Board for *any* such expense or alteration of the scope of services. Therefore, CRA has a decision-making opportunity on such issues once a month, unless a special meeting is called.

CRA staff is committed to meeting or exceeding the Board's expectations of delivering on-time on budget projects. The current procurement and authorization policies and procedures make it difficult at times to fulfill that expectation. Therefore, CRA staff proposes a modification to the current budget structure of future projects and the authority of the CRA to procure goods and services.

CRA staff proposes that project line items include a contingency budget that equals 10% of the contract value. This contingency would be reserved for changes that arise from time to time. An upcoming example would be the Pier reconstruction budget. If it were awarded, for example, at \$2.2 million, the contingency budget would be \$220,000 (10% of the construction budget). Change orders that arise from unforeseen circumstances, not exceeding \$25,000, could be authorized from the project contingency with the approval of the CRA Director.

The CRA Director will continue to report any and all discretionary spending to the CRA Board in bi-weekly expenditure reports and would report approved change orders at the next regularly scheduled CRA Board meeting.

As the CRA undertakes additional reconstruction projects of the magnitude of the Cove Shopping Center Parking Lot and The Pier, the proposed framework for procurement for existing contracts will assist CRA staff to make faster decisions in the field and ensure on-time delivery of capital projects.

ATTACHMENTS:

Proposed Amended Resolution

RESOLUTION NO. 2011/

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CRA RESOLUTION 2010/001, SETTING FORTH THE AUTHORITY OF THE CRA DIRECTOR TO EXPEND CRA FUNDS

WHEREAS, the Community Redevelopment Agency Board passed CRA Resolution 2010/001 to establish specific procedures relating to the procurement authority of the Director;

WHEREAS, the CRA Board wishes to provide for flexibility and the ability of the Director to undertake expenditures of limited amounts so as to improve the efficiency of the Community Redevelopment Agency while providing sufficient limits and reports to assure that the Board initiates all expenditures by virtue of the annual budget, approves all significant expenditures; and is regularly informed of all operating expenditures;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. CRA Resolution 2010/001 is hereby superseded with the following requirements which shall apply to the expenditure of CRA funds:

A. Purchases Under \$2,500

The CRA Director (the Director) or his designee shall have authorization to purchase goods and services which are less than \$2,500 for a single purchase, subject to valid current appropriation for the items to be purchased. Payment for the goods and services shall be made under a purchase order, pay authorization, procurement card or check request form, or written contract. This procurement requirement shall not be artificially divided so as to avoid any other regulations relating to the authority of the Director to undertake purchases. The Director may use the services of any firm that has a City Commission approved continuing services contract without obtaining quotes.

B. Purchases over \$2,500 but under \$5,000

The Director or his designee may purchase goods and services in an amount over \$2,500 but under \$5,000 but must first have three verbal or written quotes, which quotes are documented in the file (and provided the contract is awarded to the lowest qualified quote). The Director may use the services of any firm that has a City Commission approved continuing services contract without obtaining quotes. Procurement requirements shall not be artificially divided so as to avoid the regulations with regard to procurement as set forth herein.

C. Purchases over \$5,000 but under \$10,000

The Director or his designee is authorized to purchase goods and services in an amount not to exceed \$10,000 provided any purchase above \$5,000 can only be made after three written quotes are obtained and provided the contract is awarded to the lowest

qualified quote. The Director may use the services of any firm that has a City Commission approved continuing services contract without obtaining quotes. Procurement requirements shall not be artificially divided so as to avoid the regulations set forth herein.

D. Purchases over \$10,000

Purchase of goods and services in excess of \$10,000.00, which are not change orders as described in Section E, require approval of the CRA Board. Purchases of goods and services exceeding \$25,000 require competitive bidding following the City's procurement code. Professional engineering, architectural and other services governed by F.S. § 287.055, shall be procured in accordance with the Consultant's Competitive Negotiations Act, F.S. § 287.055.

E. Change Orders

The CRA Director may authorize change orders to existing contracts previously approved by the CRA Board not exceed \$25,000 and conditioned upon the availability of budgeted contingency funds specific to the project in an amount not to exceed ten (10) percent of the original contract amount. Procurement requirements shall not be artificially divided so as to avoid the regulations with regard to procurement as set forth herein. Any single change order exceeding \$25,000 requires Board approval. Cumulative change orders exceeding 10% of the original contract amount require Board approval of a budget amendment.

F. Report to CRA Board

As pertain to sections A, B and C above, the CRA Director shall report to the members of the CRA Board any and all payments made or expenditures authorized pursuant to a purchase order within seven days of such authorizations, excluding payments made pursuant to purchase orders previously reported. Any change orders approved by the CRA Director pursuant to Section E shall also be reported within seven days and at the next regular meeting of the CRA Board. Such report shall indicate the date of the authorization, the amount, the recipient, and a description of the expense, encumbrance, or change order.

G. The rules and regulations described herein are intended to specifically modify the application of the City's Procurement Code to the CRA. The adoption of these modifications does not contradict the requirement that the CRA otherwise abide by the rules and regulations which apply to the City. The CRA shall continue to follow City Procurement Code except as specifically clarified herein.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2011.

PEGGY NOLAND, CHAIR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK