

RESOLUTION NO. R-CRA-2022-09

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE AN AMENDMENT RENEWING THE CLEAN AND SAFE AMBASSADOR PROGRAM AGREEMENT WITH MYDATT SERVICES, INC., D/B/A BLOCK BY BLOCK, IN AN ANNUAL AMOUNT NOT TO EXCEED \$545,000.00.

WHEREAS, on December 5, 2018, the CRA Board passed and adopted Resolution No. R-CRA-2018-053, which authorized the Hollywood, Florida Community Redevelopment Agency ("CRA") to execute an Agreement for a Clean and Safe Ambassador Program ("Agreement") with Mydatt Services, Inc., d/b/a Block By Block ("Contractor"); and

WHEREAS, the initial term on the Agreement was for a three year period and expired on January 28, 2022; and

WHEREAS, on January 26, 2022, the Executive Director extended the Agreement for a period of 120 days pursuant to Section 38.49(B) of the Procurement Code, which provides that the Executive Director is authorized to extend for a maximum of 120 days any contract entered into by the CRA pursuant to Board approval; and

WHEREAS, the Agreement included two additional two year terms contingent upon the CRA determining that it is in the best interest of the CRA to renew and the Contractor agrees to renew in writing; and

WHEREAS, CRA staff has determined that it is in the best interest of the CRA to renew the Agreement for the first two-year term, and the Contractor has agreed to the renewal in writing; and

WHEREAS, the final renewal term will expire on January 28, 2024; and

WHEREAS, the Clean and Safe Ambassador Program provides services to Downtown Hollywood that include but are not limited to litter abatement, graffiti removal from public property, special projects such as painting of safety zones and lightpole bases, emptying of trash receptacles after hours, distribution of information to business owners and patrons, and assistance with special events, as needed; and

WHEREAS, the Executive Director recommends the execution of an Amendment renewing the Agreement with the Contractor for the Clean and Safe Ambassador Program for the for the first two year term; and

WHEREAS, funding for this project has been provided for in the Fiscal Year 2022 budget in account number 166.668602.55200.552010.000000.000.000 and will be appropriated funding in subsequent fiscal years.

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it authorizes the appropriate CRA officials to execute an Amendment renewing the Clean and Safe Ambassador Program Agreement with Mydatt Services, Inc., d/b/a Block By Block, together with such non-material changes as may subsequently be agreed to by the Executive Director of the CRA and approved as to form and legal sufficiency by the CRA General Counsel.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 6th day of April, 2022.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY



PHYLLIS LEWIS, BOARD SECRETARY



JOSH LEVY, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency only.



DOUGLAS R. GONZALES
GENERAL COUNSEL *DRG*

**AMENDMENT TO THE
AGREEMENT
BETWEEN
HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY
AND
BLOCK BY BLOCK
FOR
CLEAN AND SAFE AMBASSADOR PROGRAM**

This Amendment made and entered into this _____ day of _____, 2022, by and between the HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA") and MYDATT SERVICES, INC., D/B/A BLOCK BY BLOCK ("Contractor").

WHEREAS, CRA issued Request for Proposal No. RFP-4580-18-JE ("RFP") for a CLEAN AND SAFE AMBASSADOR PROGRAM ("Program");

WHEREAS, Contractor submitted a proposal in response to the RFP;

WHEREAS, on December 5, 2019 the Board authorized the appropriate CRA officials to negotiate and execute an Agreement for the Program;

WHEREAS, on January 29, 2019 the parties executed an Agreement for the Program;

WHEREAS, the Agreement was for a three year term expiring on January 28, 2022;

WHEREAS, on January 26, 2022 the Agreement was extended for a period of 120 days by the Executive Director pursuant to Section 38.49(B) of the Procurement Code;

WHEREAS, the Agreement provides for two two-year renewal periods;

WHEREAS, the parties wish to renew the Agreement for the first two year renewal period;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties agree as follows:

1. The Agreement shall be renewed for a two year period of commencing on May 29, 2022 and terminate on May 28, 2024.
2. All other terms and conditions in the Agreement remain unchanged.

**AMENDMENT TO THE AGREEMENT BETWEEN HOLLYWOOD,
FLORIDA COMMUNITY REDEVELOPMENT AGENCY AND BLOCK BY
BLOCK FOR CLEAN AND SAFE AMBASSADOR PROGRAM**

IN WITNESS WHEREOF, the parties have set their hands and official seals the day and year first above written.

HOLLYWOOD, FLORIDA, COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____
Jorge Camejo, Executive Director

Phyllis Lewis, Secretary

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the Hollywood, Florida Community
Redevelopment Agency only.

Douglas R. Gonzales,
General Counsel

MYDATT SERVICES, INC., D/B/A
BLOCK BY BLOCK

By: _____

Name typed, printed or stamped
Title: _____

RESOLUTION NO. R - CRA - 2018 - 53

A RESOLUTION OF THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING CRA OFFICIALS TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BLOCK BY BLOCK TO PROVIDE A CLEAN AND SAFE AMBASSADOR PROGRAM AND ALL NECESSARY EQUIPMENT, MATERIALS AND PRODUCTS AS NEEDED FOR THE ESTIMATED ANNUAL AMOUNT OF \$450,000.00.

WHEREAS, the Community Redevelopment Agency ("CRA") requires an agreement with a qualified firm to create and maintain a Clean and Safe Ambassador Program that will provide maintenance and safety services in specific areas of the Downtown Hollywood CRA District; and

WHEREAS, the maintenance and safety services will be supplemental to the baseline level of service provided by the City; and

WHEREAS, the Downtown District coverage area for this service is from Polk Street to Van Buren Street, and from Young Circle to 22nd Avenue, as well as on Young Circle, Federal Highway, Dixie Highway and 21st Avenue within the CRA District; and

WHEREAS, on July 26, 2018, a Notice of Bid Availability for RFP-4580-18-JE was posted on the City's Website, advertised and sent to 6,333 firms and viewed by 65 vendors on Bidsync.com in accordance with Section 38.42(A)(1) of the City's Purchasing Ordinance; and

WHEREAS, RFP-4580-18-JE was opened at 3:00 P.M. on August 30, 2018, and resulted in responses from four firms as follows:

- | | |
|---------------------------------|----------------------|
| ◆ Block by Block | Louisville, Kentucky |
| ◆ Gum Hunters Carpet & Tile | Homestead, Florida |
| ◆ Miami Patrol Eagle Protection | Miami, Florida |
| ◆ SFM Services, Inc. | Hialeah, Florida |

; and

WHEREAS, the evaluation of the proposals was based on the criteria as established in the RFP: Experience in Implementing Similar Programs; Project Organization and Technical Qualifications of the Persons Assigned to the Project; Project Understanding, Proposed Approach and Methodology to Maintain a Clean and Safe

Urban Environment; References and Successfully Completed Similar Projects; Cost to the CRA and Local Preference; and

WHEREAS, after the proposals were evaluated, the Evaluation Committee scores were tallied to arrive at the scores below as follows:

◆ Block by Block	298.0
◆ SFM Services, Inc.	267.0
◆ Gum Hunters Carpet & Tile	Non-Responsive
◆ Miami Patrol Eagle Protection	Non-Responsive

; and

WHEREAS, the proposals received from Gum Hunters Carpet & Tile and Miami Patrol Eagle Protection were found to be non-responsive as their proposals did not reflect the required services as requested in the RFP; and

WHEREAS, the CRA Executive Director and the Director of Procurement and Contract Compliance recommend that the CRA Board authorize the negotiation and execution of an agreement with Block by Block, as the highest ranked firm, to provide a Clean and Safe Ambassadors Program and all necessary equipment, materials and products needed for the Downtown CRA District for a three year period, with the option to renew for two additional two year periods subject to CRA option, vendor acceptance, satisfactory performance and determination that renewal is in the best interest of the CRA; and

WHEREAS, the CRA reserves the right to terminate this agreement with or without cause; and

WHEREAS, funding for this service is available in the FY19 Maintenance – Clean & Safe Account Number 66.0186.00150.552.035201 and will be requested in subsequent fiscal years; and

WHEREAS, award is subject to the CRA receiving all insurance documentation and endorsements required and approved by the City's Risk Manager, along with signed statements of Hold Harmless and Indemnity in favor of the CRA.

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it ranks the firms as follows:

1. Block by Block
2. SFM Services, Inc.

Section 3: That it authorizes CRA officials to negotiate and execute an agreement with Block by Block embodying the terms and conditions approved by the CRA Board on this date for the estimated annual amount of \$450,000.00, in a form acceptable to the CRA Executive Director and approved as to form and legal sufficiency by the General Counsel.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 5th day of December, 2018.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

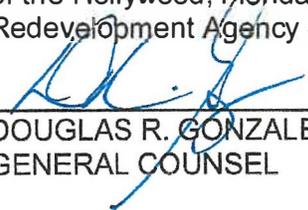


PHYLLIS LEWIS, BOARD SECRETARY



JOSH LEVY, CHAIR

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SUFFICIENCY for the use and reliance
of the Hollywood, Florida Community
Redevelopment Agency only.



DOUGLAS R. GONZALES
GENERAL COUNSEL

BT

RFP-4580-18-JE
CLEAN & SAFE AMBASSADOR PROGRAM
EVALUATION MATRIX – 11/1/18

Proposers: Evaluation Committee Members:	SFM Services, Inc.	Miami Patrol Eagle Protection	Gum Hunters Carpet & Tile	Block by Block
		Non- Responsive	Non- Responsive	
Jorge Camejo	82	Non- Responsive	Non- Responsive	100
Tony Tiru	90	Non- Responsive	Non- Responsive	100
Xavier Leal	95	Non- Responsive	Non- Responsive	98
Totals	267	Non- Responsive	Non- Responsive	298
Rankings	2	Non- Responsive	Non- Responsive	1

Rankings: Lowest score ranked highest

**AGREEMENT
BETWEEN
HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY
AND
BLOCK BY BLOCK
FOR
CLEAN AND SAFE AMBASSADOR PROGRAM**

This Agreement made and entered into this 29th day of January, 2019, by and between the HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA") and MYDATT SERVICES, INC., D/B/A BLOCK BY BLOCK ("Contractor").

WHEREAS, CRA issued Request for Proposal No. RFP-4580-18-JE ("RFP") for a CLEAN AND SAFE AMBASSADOR PROGRAM; and

WHEREAS, Contractor submitted a proposal in response to the RFP.

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda, and the proposal submitted by Contractor shall be collectively referred to as the "RFP Documents," copies of which are attached. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II
INDEMNIFICATION**

The parties agree that the following indemnification provision shall govern this Agreement:

Contractor agrees to indemnify and hold harmless the CRA, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Contractor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP.

ARTICLE III
REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be performed in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy shall preclude any other or further exercise hereof.

ARTICLE IV
SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE V
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with all attachments, sets forth the entire agreement between the parties, and there are no promises or understandings other than those contained herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

ARTICLE VI
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to CRA, such notices shall be mailed to:

Jorge Camejo, Executive Director
Hollywood, Florida CRA
1948 Harrison Street
Hollywood, Florida 33020

with a copy to:

Douglas R. Gonzales, General Counsel
Hollywood, Florida CRA
2600 Hollywood Boulevard
Suite 407
Hollywood, Florida 33020

and if sent to Contractor, such notices shall be mailed to:

Blair McBride, President
Mydatt Services, Inc. D/B/A
Block By Block
640 S. 4th Street
Louisville, Kentucky 40202

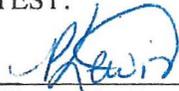
ARTICLE VII
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CRA and Contractor.

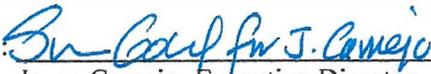
IN WITNESS WHEREOF, the parties have set their hands and official seals the day and year first above written.

HOLLYWOOD, FLORIDA, COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:



Phyllis Lewis, Secretary

By: 

Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the Hollywood, Florida Community
Redevelopment Agency only.



Douglas R. Gonzales, General Counsel *at*

MYDATT SERVICES, INC., D/B/A BLOCK BY BLOCK

By: 

Blair McBride
Name typed, printed or stamped
Title: President

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: CRA Chair and Board Members **DATE:** March 24, 2022
FROM: Douglas R. Gonzales, General Counsel
SUBJECT: Proposed Amendment to the Agreement with Block by Block for a
Clean & Safe Ambassador Program

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – CRA
- 2) Type of Agreement – Contract
- 3) Method of Procurement (RFP, bid, etc.) – RFP-4580-18-JE
- 4) Term of Contract:
 - a) initial – Three years
 - b) renewals (if any) – Two additional two year renewals
 - c) who exercises option to renew – Mutual agreement of the parties
- 5) Contract Amount – Annual amount not to exceed \$545,000.00
- 6) Termination Rights – Either party may terminate for cause. CRA may terminate without cause.
- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable CRA requirements.
- 8) Scope of Services – The Clean and Safe Ambassador Program provides services to Downtown Hollywood that include but are not limited to litter abatement, graffiti removal from public property, special projects such as painting of safety zones and lightpole bases, emptying of trash receptacles afterhours, distribution of information to business owners and patrons, and assistance with special events as needed.
- 9) Other Significant Provisions: n/a

cc: Jorge Camejo, Executive Director for the CRA