

RESOLUTION NO. R-CRA-2026-06

A RESOLUTION OF THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA"), APPROVING AND AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE AN AMENDMENT WITH OCEAN RESCUE ALLIANCE, INC. INCREASING THE CONTRACT DURATION BY AN ADDITIONAL 180 DAYS FROM MARCH 2, 2026.

WHEREAS, the Community Redevelopment Agency ("CRA") obtained from Ocean Rescue Alliance, Inc., ("ORA") design, construction, and deployment services that were required to implement a project for four near shore artificial reefs in an expeditious fashion (the "Project"); and

WHEREAS, by constructing an artificial reef in four locations, residents, guests, and visitors will enjoy their stay in Hollywood and the reef construction will build a stable habitat for marine organisms; and

WHEREAS, on October 4, 2023, the CRA Board passed and adopted Resolution No. R-CRA-2023-58 approving an agreement with ORA for the Project in an amount not to exceed \$633,560.00 ("Agreement"); and

WHEREAS, On April 20, 2024, a Notice to Proceed was issued with 350 days to substantially complete the Project; and

WHEREAS, due to the weather, the Project was delayed, and on May 20, 2025, a 120-day extension to the Agreement was issued; and

WHEREAS, during the month of May 2025, ORA successfully deployed 50 reef modules in four locations along Hollywood beach; and

WHEREAS, release of the last payment under the Agreement is contingent upon receiving all final governing permitting agency approvals; and

WHEREAS, on September 3, 2025, the CRA Board passed and adopted Resolution No. R-CRA-2025-36 approving a 180-day increase in the Agreement duration; and

WHEREAS, the current extension of the Agreement expires on March 2, 2026; and

WHEREAS, since all final permitting approvals are still pending and unlikely to be completed by March, 2, 2026, the CRA Executive Director requests a second 180-day increase in the duration of the Agreement to August 29, 2026; and

WHEREAS, the Executive Director of the CRA recommends that the CRA Board authorize the appropriate CRA officials to extend the agreement with ORA.

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 approves and authorizes the execution, by the appropriate CRA officials, of the attached Amendment to Contract with Ocean Rescue Alliance, Inc., together with such non-material changes as may subsequently be agreed to by the Executive Director and approved as to form and legal sufficiency by the General Counsel.

Section 3: That it approves and authorizes the Executive Director to execute all applicable agreements and documents to implement the Project.

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

PASSED AND ADOPTED this 21ST day of JANUARY, 2026.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

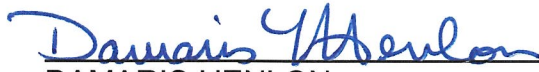


PHYLLIS LEWIS, BOARD SECRETARY



JOSH LEVY, CHAIR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



DAMARIS HENLON
GENERAL COUNSEL

RESOLUTION NO. R-DCRA-2025-36

A RESOLUTION OF THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA"), APPROVING AND AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO INCREASE THE CONTRACT DURATION WITH OCEAN RESCUE ALLIANCE, INC. BY AN ADDITIONAL 180 DAYS.

WHEREAS, the Community Redevelopment Agency ("CRA") obtained from Ocean Rescue Alliance, Inc., ("ORA") design, construction, and deployment services that were required to implement a project for four near shore Artificial reefs in an expeditious fashion (the "Project"); and

WHEREAS, by constructing an artificial reef in four locations, residents, guests, and visitors will enjoy their stay in Hollywood and the reef construction will build a stable habitat for marine organisms; and

WHEREAS, on October 4, 2023, the CRA Board passed and adopted Resolution No. R-DCRA-2023-58 approving an agreement with ORA for the Project in an amount not to exceed \$633,560.00; and

WHEREAS, On April 20, 2024, a Notice To Proceed was issued with 350 days to substantially complete the Project; and

WHEREAS, due to the weather, the Project was delayed, and on May 20, 2025, a 120-day extension was issued; and

WHEREAS, during the month of May 2025, ORA successfully deployed 50 reef modules in four locations along Hollywood beach; and

WHEREAS, release of the last payment is contingent upon receiving all final governing permitting agency approvals; and

WHEREAS, since all final permitting approvals are still pending, the CRA Executive Director requests a 180 days increase in the duration of the agreement; and

WHEREAS, the Executive Director of the CRA recommends that the CRA Board authorize the appropriate CRA officials to extend the agreement with ORA.

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.


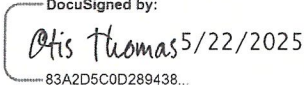
**CITY OF HOLLYWOOD
COMMUNITY REDEVELOPMENT AGENCY
MEMORANDUM**

DATE: May 20, 2025

FILE: CRA-2025-34

TO: George R. Keller, Jr. CPPT
Executive Director, CRA

VIA: Susan Goldberg
Deputy Director, CRA 

 **THRU:** Otis Thomas
Director, Procurement and Contract Compliance 

FROM: Francisco Diaz Mendez
Senior Project Manager, CRA 

SUBJECT: Recommendation to extend 1000 Mermaids Project Corp (dba) Ocean Rescue Alliance Agreement and Blanket Purchase Agreement No. PA600887 for Design, Construction and Deployment of Artificial Reefs and Coral Restoration Program up to 120 days without changes to the terms of the agreement and no additional cost to the total of the original approved Blanket amount of \$633,560.00. The 120-day extension will cover the period of April 9, 2025 – August 7, 2025.

ISSUE:

The Hollywood, Florida Community Redevelopment Agency (“CRA”) is requesting a 120-day extension for the Nearshore Mermaid agreement (BCRA 20-022) with Ocean Rescue Alliance and Blanket Purchase Agreement No. PA600887 for the fabrication and installation of artificial reef modules without changes to the terms of the agreement and no additional cost to the approved blanket. The reason for the extension is to retain the services of Ocean Rescue Alliance for continued installation of the remaining artificial reef modules. The Vendor, Ocean Rescue Alliance, was delayed with their timeline execution of services due to issues with finances and weather conditions affecting the ocean.

AUTHORITY:

**§ 38.49 TERMINATION, EXTENSION AND RENEWAL OF CONTRACTS.
(B) Extensions.**

The CRA Executive Director or designee is authorized to extend for a maximum of 120 days, any contract entered into by the CRA pursuant to CRA Board approval. Any further extensions of such contract require CRA Board approval, subject to all requirements of the Procurement Code.



Blanket Purchase Agreement PA600887

Supplier Details:

Company 1000 Mermaids Project Corp (dba) Ocean Rescue Alliance
Contact Shelby Thomas
Address 401 E. Las Olas Blvd. Ste. 130-353
Fort Lauderdale, FL 33301

Submit your response to:

Company City of Hollywood, FL - CRA Beach Maintenance
Contact Anuar, Moshe
Address 1948 Harrison St
Hollywood FL 33020
Phone 1-954-921-3497
Fax
E-mail manuar@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

RFP RFP-023-23-GJ; R-CRA-2023-58 dated 10/4/23; Agreement dated 4/4/24, NTP dated 4/26/24



Blanket Purchase Agreement PA600887

Line	Item	UOM	Price	Expiration Date
Type	File Name or URL	Title	Description	



Blanket Purchase Agreement PA600887

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADENAME

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.

CONTRACT

THIS AGREEMENT, made and entered into, this 4 day of April, 2024, by and between the CITY OF HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY, party of the first part ("CRA"), and Ocean Rescue Alliance, party of the second part ("CONTRACTOR").

WITNESSETH: The parties, for the considerations set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents for:

**Near Shore Mermaid
Project No: BCRA 20-022**

Article 2. The Contract Sum: The CRA shall pay to the CONTRACTOR, subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CRA by the CONTRACTOR, a copy of the Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of up to \$633,560.00.

Article 3. Partial and Final Payments: The CRA shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CRA shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less ten percent (10%) of the amount of such estimate which is to be retained by the CRA until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CRA; provided, however, that after 50% completion of the work covered by this Agreement, (i) the amount retained from each subsequent progress payment shall be reduced to 5% and (ii) upon presentation by the CONTRACTOR of a payment request for up to one-half of the retainage held by the CRA, the CRA shall promptly make payment to the CONTRACTOR. The parties' rights and obligations regarding retainage are further specified in Florida Statute Section 218.735.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CRA that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required have been furnished and are found acceptable by the CRA, final payment on account of this Agreement shall be made within 60 days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CRA.

2. Proposal

3. Quote

In the event of conflict between the Contract and the Proposal and Quote, the terms and conditions of the Contract shall prevail.

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the CRA.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of 12 months after final payment and shall immediately correct any defects which may appear during this period upon notification by the CRA or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Article 12. Insurance Coverage: The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract or Contract Documents, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under Workmen's Compensation, Disability Benefit and other similar employer's liability acts;
- B. Claims for damages because of bodily injury, sickness or disease, or death, or death of his employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

Fire Damage \$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 12 months following the acceptance of work by the CRA.

The CRA shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GENERAL LIABILITY (GLXCU):

Recognizing that the work governed by this contract involves either underground exposures, explosive activities, or the possibility of collapse of a structure, the Contractor's General Liability Policy shall include coverage for the XCU (explosion, collapse, and underground) exposures with limits of liability equal to those of the General Liability Insurance policy.

VEHICLE LIABILITY (VL3):

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$500,000 per Person
\$1,000,000 per Occurrence
\$100,000 Property Damage

The CRA shall be named as Additional Insured on all policies issued to satisfy the above requirements.

WORKERS' COMPENSATION (WC2):

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance. Limits of Liability: Statutory State of Florida.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY
Party of the First Part

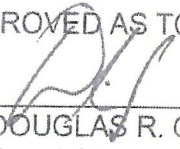
By: _____ (SEAL)
JOSH LEVY, BOARD CHAIR

ATTEST:



PHYLLIS LEWIS,
CRA Clerk

APPROVED AS TO FORM:

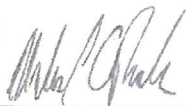
By  _____
DOUGLAS R. GONZALES
Board Attorney

APPROVED AS TO FINANCE:

By  _____
YVETTE SCOTT-PHILLIP
Budget Manager

WHEN THE CONTRACTOR IS A CORPORATION:

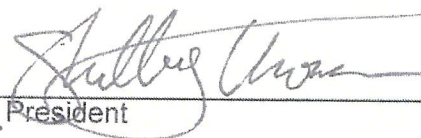
Attest:



Secretary

Ocean Rescue Alliance Inc
(Correct Name of Corporation)

BY:



President

(SEAL)

Experience, Approach and Methodology for Complete production of the Modulus, Quality Control and Warranty, Past Performance – References, and Cost of Work; and

WHEREAS, based on the Evaluation Criteria, the Selection Committee evaluated the proposal, and the scores were compiled to arrive at the following:

- Ocean Rescue Alliance, Inc.: 81.25 Points ; and

WHEREAS, the Selection Committee recommends that the CRA Board authorize the negotiation and execution of an Agreement with Ocean Rescue Alliance, for a term of one year to provide design, construction, and deployment services; and

WHEREAS, funding for these services have been appropriated and exists in account number(s) 163.639901.55200.563010.001599.000.000.

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 the CRA Board ranks the firm as follows:

Ocean Rescue Alliance, Inc.

Section 3: That it authorizes the appropriate CRA officials to execute an Agreement with Ocean Rescue Alliance, Inc. to provide design, construction, and deployment of artificial reef services and proposal for deployment of four reefs, in a form acceptable to the CRA Executive Director and approved as to form by the General Counsel.

Section 4: That the CRA Board authorizes the expenditure of additional funding in an amount up to \$50,000.00 above the \$583,560.00 by the appropriate CRA officials to execute a coral restoration program as part of this project.

Section 5: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

RESOLUTION NO. R-CRA 2023-58

A RESOLUTION OF THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY (“CRA”), APPROVING AND AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH OCEAN RESCUE ALLIANCE, INC. TO PROVIDE DESIGN, CONSTRUCTION, AND DEPLOYMENT SERVICES OF ARTIFICIAL REEFS IN AN AMOUNT UP TO \$583,560.00.

WHEREAS, the Community Redevelopment Agency (“CRA”) desires to obtain design, construction, and deployment services that are required to implement four near shore artificial reefs project in an expeditious fashion; and

WHEREAS, by constructing an artificial reef, residents, guests, and visitors will enjoy their stay in Hollywood and the reef construction will build a stable habitat for marine organisms; and

WHEREAS, previously the CRA contracted Ocean Rescue Alliance, Inc. (“ORA”) to construct a reef in deep water, and the CRA obtained a permit from the Army Corp for construction of four reefs near the shore along Hollywood Beach; and

WHEREAS, Section 38.43 of the Procurement Code states that when the estimated annual cost of goods, supplies, materials, equipment, or services exceeds \$50,000.00, a formal solicitation process shall be completed that may result in a written contract(s) and/or purchase order(s), after due public notice inviting bids or proposals; and

WHEREAS, on January 13, 2013, Request for Proposal Number RFP-023-23-GJ (“RFP”) was electronically advertised on OpenGov.com to solicit qualified firms to provide the desired design, construction and deployment of artificial reef services; and

WHEREAS, the RFP resulted in one proposal from the following firm by the response due date:

- Ocean Rescue Alliance, Inc. ; and


WHEREAS, on March 16, 2023, the Selection Committee consisting of CRA and City Staff from the Office of Communications, Marketing and Economic Development, Parks and Recreation and Cultural Arts, and Community Redevelopment Agency, met to evaluate the proposal; and

WHEREAS, the Selection Committee evaluations were based on the following Evaluation Criteria established the RFP: Firm Project Execution and Management


A RESOLUTION OF THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA"), APPROVING AND AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE AN AGREEMENT WITH OCEAN RESCUE ALLIANCE, INC. TO PROVIDE DESIGN, CONSTRUCTION, AND DEPLOYMENT SERVICES OF ARTIFICIAL REEFS IN AN AMOUNT UP TO \$583,560.00.

PASSED AND ADOPTED this 4th day of October, 2023.


ATTEST:



PHYLLIS LEWIS
BOARD SECRETARY

HOLLYWOOD FLORIDA
COMMUNITY REDEVELOPMENT
AGENCY


JOSH LEVY, CHAIR

APPROVED AS TO FORM:


DOUGLAS R. GONZALES,
GENERAL COUNSEL *dwr*