

**CONSULTING SERVICES AGREEMENT BETWEEN
ANNE CASTRO STRATEGIES, P.A.,
AND THE CITY OF DANIA BEACH, FLORIDA**

This is a Consulting Services Agreement (the "Agreement") made and beginning effective on May 1, 2015, by and between the City of Dania Beach, Florida, a Florida municipal corporation, referred to as "City", and Anne Castro Strategies, P.A., a Florida Professional Association, referred to as "Consultant".

City desires to engage Consultant for the purpose of assisting City in matters relative to the Fort Lauderdale-Hollywood International Airport (the "Airport").

In consideration of the mutual terms, conditions, and payments set forth in this Agreement, the sufficiency and receipt of which are acknowledged and agreed upon, the City and Consultant agree as follows:

1. Payment: Compensation for the Consulting Services as referenced in the Scope of Services in this Consulting Services Agreement, shall be paid in monthly installments of One Thousand Six Hundred Sixty Six Dollars and .66 (\$1,666.66) beginning June 1, 2015, for an amount not to exceed Twenty Thousand Dollars (\$20,000.00), up to and through Fiscal Year 2014-2015, with a term ending on May 1, 2016. The parties agree that the City, at its sole discretion, may renew the term and the parties may modify other provisions of this Agreement for one or more renewed or additional periods of time.

2. Services: The Services to be performed by Consultant are described in the Scope of Work labeled as Exhibit "A", a copy of which is attached and made a part of and incorporated into this Agreement by this reference.

3. Expenses: Consultant will be responsible for all expenses incurred by her and on her behalf, excluding out of town travel, for which expenses the City will reimburse the Consultant based on City's travel policies.

4. Independent Contractor Status: It is understood by the parties that Consultant is an independent contractor with respect to City, and not an employee of City. City will not provide any fringe or any other employee benefits to Consultant. Consultant will report directly to the City Manager or the designee chosen by the City Manager.

5. Jurisdiction: This Consulting Services Agreement and services performed under it shall be subject to and construed in accordance with the laws of the State of Florida. In any

action or proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable. Venue for any dispute shall lie with state and federal courts of appropriate jurisdiction located in Broward County, Florida.

6. Binding Authority: Each person signing this Agreement individually warrants that each has full legal power to execute this Agreement on behalf of the party for which he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

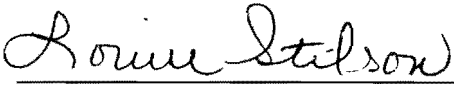
7. Severability: If any provision of this Agreement or application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held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

IN WITNESS OF THE FOREGOING, the parties, by their authorized undersigned representatives have executed this Consulting Services Agreement effective as of the date first set forth above.


ATTEST:

CITY:

CITY OF DANIA BEACH, FLORIDA
a municipal corporation



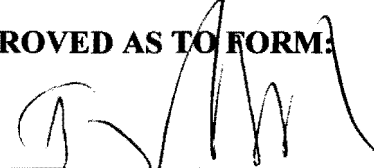
Louise Stilson, CMC
City Clerk



Robert Baldwin
City Manager

Dated May 14, 2015

APPROVED AS TO FORM:



Thomas J. Ansbrosio
City Attorney



CONSULTANT:

**ANNE CASTRO STRATEGIES, P.A.,
a Florida Professional Association**

WITNESSES:

[Signature]
Signature

Julie Kreative
PRINT Name

[Signature]
Signature

Erik Andrews
PRINT Name

[Signature]
Signature

Anne Castro
PRINT Name

President
Title

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on MAY 12TH 2015, by Anne Castro, as President of Anne Castro Strategies, P.A., a Florida Professional Association, on behalf of the Professional Association. She is personally known to me or produced (PERSONALLY KNOWN) as identification.

(SEAL)



[Signature]
NOTARY PUBLIC
State of Florida

My Commission Expires:

EXHIBIT "A"

SCOPE OF WORK

ANNE CASTRO STRATEGIES, P.A.

838 NW 10TH AVENUE

DANIA BEACH, FL 33004

DATE: APRIL 23, 2015

INTRODUCTION/BACKGROUND

Broward County (“County”) owns and operates through its Broward County Aviation Department (“BCAD”), the Fort Lauderdale-Hollywood International Airport (“Airport”). The Airport is immediately surrounded by several municipalities including Dania Beach, Davie, Hollywood and Fort Lauderdale. The Federal Aviation Administration (“FAA”) approved the expansion of Airport Runway 9R-27L, now known as 10R-28L (“South Runway”). The Record of Decision (“ROD”) was issued by the FAA in 2008 authorizing an unrestricted runway. The ROD also authorized the County to implement a noise mitigation program to address the impacts on residential areas within the 65+ DNL noise contours. After several legal challenges, the City of Dania Beach (the “City”) reached a settlement agreement in 2010, which was not approved by the FAA. Subsequently, another Interlocal Settlement Agreement was reached and approved by the FAA and executed by Broward County and the City in November of 2013 (“Agreement”).

The Agreement includes a noise mitigation program. The elements of the noise mitigation program were comprised of: voluntary night closure of the South Runway (10 p.m. to 5 a.m.), voluntary noise insulation of residential units located in the 65+ DNL noise contour to the next natural boundary (approximately 1,706 single and multi-family units), a Voluntary Sales Assistance Program and a “Conveyance and Release (“CAR”) Program (approximately 857 units), and voluntary acquisition of mobile home parks identified in the ROD.

The ROD noise contours are based on certain parameters that were utilized to model the aircraft operations on the new runway. However, since the runway became operational on September 18, 2014, it has become evident that the flight paths used in the modeling are not being followed or utilized by the Airport and the carriers. This is resulting in excessive noise in the communities and municipalities that surround the Airport. The noise is causing deleterious impacts on the quality of life for families, including seniors and children, as well as animals, livestock, landscaping and agriculture.

Some of the programs are dependent upon one another. For instance, a property owner cannot participate in the Sales Assistance/CAR program unless the affected home has been sound insulated or already has a habitable interior noise level of 45dB or less. Both BCAD and the FAA believe a new Part 150 study will result in a reduction in the current noise contours which

would operate to eliminate benefits to some property owners who reside within the current noise contours.

Finally, the sound insulation program is behind schedule, causing a domino effect upon all other noise mitigation programs including implementation of the Sales Assistance/CAR Program, and the Part 150 study.

SCOPE OF WORK

The scope of work (the “Work”) for the Consultant includes working with City staff to expedite the current noise mitigation program, and to persuade the County, through BCAD, to implement flight operation plans and procedures at the Airport that will create more quiet skies over the residential and business communities within the City. Additionally, the Consultant will work with City staff to develop a strategy and act in an advisory capacity to develop elements within the new Part 150 study to reduce the noise impact of the Airport. Some of these elements may include implementation of an “RNAV” process, constant descent arrivals, close in departures, and any other programs within the industry. The Consultant will utilize history and experience working with the FAA and BCAD in the past, knowledge of the complex issues and regulations, and communication and mediation skills, in order to assist the City in accomplishing the goals with the County and FAA.

Legal opinions and legal representation of the City by the Consultant are not included in the Work.

PERIOD OF PERFORMANCE

The initial term or period of performance will be from May 1, 2015 to May 1, 2016 with the ability of the City in its sole discretion to extend the term, possibly up to and including the completion date of a new Part 150 study anticipated by the Settlement Agreement.

PLACE OF PERFORMANCE

Work will be performed offsite and include after-hours work, which will require attendance at City meetings. The Consultant will meet at City facilities or by telephone at

intervals as necessary to develop strategy, meet with third parties, and provide status updates. The Consultant will also meet with the City Commission during regular meetings as needed.

WORK REQUIREMENTS

The tasks the Consultant will complete include, but are not limited to, the following to successfully achieve the goals:

- Consultant shall meet with City staff as necessary to develop strategies and provide advice.
- Consultant shall meet or contact (or both meet and contact) third parties such as the County, BCAD, and the FAA on behalf of the City consistent with developed strategies.
- Consultant will schedule and engage in meetings with neighboring communities (municipal officials and staff) to ensure a unified strategy is developed relative to noise reduction at the Airport.
- Consultant shall coordinate with the City to request public records and reports from various agencies and organizations including, but not limited to, the County, BCAD and the FAA.
- Consultant shall work with City staff to monitor and review BCAD activities related to operations and noise mitigation programs at the Airport.
- Consultant shall coordinate with City on strategy and participation in the expected new Part 150 noise study for the Airport, including any County Request for Proposals (“RFP”) and procurement processes as well as actual study activities.
- Consultant will attend community meetings as needed.
- Consultant will attend other advisory board, staff, and third party meetings as requested and needed by City, schedule allowing.
- Consultant will meet with County, BCAD, FAA and other agencies’ representatives as needed.
- Consultant will complete other tasks as negotiated, agreed, and assigned with commitment to furtherance of the goals stated in this Scope of Work.
- Consultant will coordinate with federal and state legislators and City lobbyists as necessary for performance of the Work.

➤ Consultant will confer and coordinate with the City Attorney, Special Counsel Neal McAliley and the City Manager, to identify and submit suggestions for the engagement of a lobbyist to assist with Airport matters as specified in the Agreement and the Scope of Work.

SCHEDULE/MILESTONES

The below list consists of the initial milestones for the Consultant:

Agreement approval (City Commission meeting)	April 28, 2015
Meet with City representatives to formalize work flow and communication processes.	May 30th, 2015
Develop basic strategy outline for the City.	August 30th, 2015
Develop community communication strategy in coordination with City Administration	September 30th, 2015
Review work performance with City Administration	March 1, 2016

OTHER REQUIREMENTS

The Consultant will be reimbursed by the City for any travel outside Broward County, such as, but not limited to, any trips to FAA offices in Orlando, Atlanta, or Washington D.C. All travel expenses shall be subject to City policies and procurement requirements.

Consultant will report directly to the City Manager and all strategies utilized by the Consultant will require approval in advance by the City Manager or his designee(s).