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DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Agreement – FAU Center for Urban and Environmental Solutions

Approved Comm. Mtg. on: April 21, 2015 CAM #: 15-0045 ITEM #: CRA-1

Routing Origin: ☒ CAO Also attached: ☒ copy of CAM ☒ Original Documents

1) City Attorney's Office: Approved as to Form # 1 Originals and Delivered to City Manager on 4/30/2015.

W

2) City Manager: Please indicate if item is CIP Funded, sign where indicated, and forward _____ originals to Mayor.

CIP FUNDED ☐ YES ☒ NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

3) Mayor: Please sign as indicated and forward 1 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) City Clerk: Retains one original and forwards 1 ^{copy} original documents to: Sandra, X4518

☒ Original Route form to Glynis CAO

2015 APR 29 PM 3:41

City Manager

5/5

**FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY (CRA)
SPONSORED RESEARCH AGREEMENT**

This Agreement is made by and between the Fort Lauderdale Community Redevelopment Agency (CRA) (hereinafter "SPONSOR") and FLORIDA ATLANTIC UNIVERSITY Board of Trustees (hereinafter "UNIVERSITY").

SUBJECT

The purpose of this Agreement is to promote the increase of useful knowledge regarding innovative civic engagement strategies and innovative planning solutions that are driven by the cross-sectoral collaboration among culture, arts, redevelopment and economic development.

IT IS AGREED:

Article 1.0 RESEARCH PROJECT

1.1 UNIVERSITY agrees to undertake certain research (hereinafter "PROJECT") specifically described in the attached proposal (Appendix A) which by reference is incorporated into this Agreement, and such other work as may be mutually agreed upon in an executed amendment to this Agreement.

1.2 The PROJECT and all work assignments shall be carried out under the direction of Eric Dumbaugh, (hereinafter "PROJECT SUPERVISOR") while employed by UNIVERSITY, and by others (e.g. technician, graduate student, postdoctoral fellow, or faculty member, hereinafter collectively referred to as PERSONNEL), as assigned by PROJECT SUPERVISOR.

1.3 UNIVERSITY agrees that there shall be no change of PROJECT SUPERVISOR without prior written approval of SPONSOR.

Article 2.0 TERM

2.1 The investigation covered by this Agreement extends for a period beginning on April 22, 2015 and continuing through September 18, 2015.

2.2 It is understood that the PROJECT may be extended for additional periods of time under terms mutually agreed upon in writing in a duly executed amendment to this agreement.

Article 3.0 FACILITIES AND EQUIPMENT

3.1 UNIVERSITY agrees to furnish such available laboratory facilities and equipment as it shall determine necessary for the PROJECT, other than that specifically

provided by SPONSOR under this Agreement.

3.2 Parties agree that all equipment and supplies purchased with funds obtained as a result of this Agreement become the property of the UNIVERSITY. The final report will become the property of the SPONSOR.

Article 4.0 **PAYMENT**

4.1 SPONSOR agrees to pay UNIVERSITY a total of \$59,999.00 for the deliverables set forth in Appendix A within 45 days of receipt of a proper invoice. Late payments shall bear interest in accordance with the Florida Local Government Prompt Payment Act. ,

The foregoing payment by SPONSOR is acknowledged to be full and complete compensation for all work and obligations assumed under this Agreement.

Please makes checks out to: Florida Atlantic University


Mail checks to: Florida Atlantic University
P.O. Box 198660
Atlanta, GA 30384-8660

Article 5.0 **REPORTS**

5.1 The PROJECT SUPERVISOR shall furnish SPONSOR with a final report on or before September 18, 2015.

Article 6.0 **PUBLICATION**

6.1 SPONSOR recognizes that under University policy, the PROJECT results are non-confidential and agrees that PERSONNEL engaging in the PROJECT shall be permitted to present or publish at their own choosing, methods and results of the PROJECT, provided, however, that SPONSOR shall have been furnished copies of any proposal presentation or publication thirty (30) days in advance for review for patentable items or items deemed confidential as defined in article 7.0.

 6.2 ~~If SPONSOR believes that any planned publication contains a patentable development and wishes UNIVERSITY to file a patent application, upon written notice to UNIVERSITY, submission of such manuscript for publication shall be delayed for a reasonable time, not to exceed sixty (60) days, to permit the filing of a patent application(s) by UNIVERSITY.~~

6.3 Nothing in this Agreement shall entitle UNIVERSITY to disclose to others or publish any information disclosed to UNIVERSITY by SPONSOR which is confidential within the meaning of article 7.0 without the prior written approval of SPONSOR.

Article 7.0 **CONFIDENTIALITY AND PUBLIC RECORDS**

7.1 UNIVERSITY acknowledges that SPONSOR may wish to disclose information which is exempt or confidential pursuant to Florida public records law, in furtherance of the PROJECT. If any such information is disclosed by SPONSOR it shall be clearly marked "confidential information" and furnished in writing only to the PROJECT SUPERVISOR.. The foregoing obligation of non-use and non-disclosure shall not apply to:

- a. information which at the time of disclosure is in the public domain;
- b. information which after disclosure is published or otherwise becomes part of the public domain through no fault of the PROJECT SUPERVISOR;
- c. information which was in the possession of the PROJECT SUPERVISOR at the time of disclosure and was not acquired from SPONSOR under an obligation of confidentiality; or
- d. information which SPONSOR provides written permission to disclose; or
- e. any record that is a public record and not exempt and/or confidential pursuant to Florida public records law.

7.2 All documents, papers, letters or other material made or received in conjunction with the Project shall be subject to the provisions of Chapter 119, Florida Statutes. University shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the University upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Article 8.0 — ~~PATENT AND OTHER RIGHTS AND LICENSE OPTIONS~~

408 8.1 — ~~UNIVERSITY agrees to notify sponsor of any invention made by UNIVERSITY hereunder within thirty (30) days after receipt of an invention disclosure from the inventor.~~

408 8.2 — ~~UNIVERSITY shall retain all rights to inventions or discoveries, patentable or not, conceived solely by UNIVERSITY and shall prepare and prosecute all related patent applications. SPONSOR shall retain all rights to inventions or discoveries, patentable or not, conceived solely by SPONSOR. Inventions or discoveries, patentable or not, made jointly by SPONSOR and UNIVERSITY shall be jointly owned by SPONSOR and UNIVERSITY, and UNIVERSITY shall prepare and prosecute all related patent applications and SPONSOR shall reimburse UNIVERSITY for one half of the expense of all filing, prosecution and maintenance costs for all such patent applications and all issued patents. UNIVERSITY grants SPONSOR an option to secure an exclusive license to UNIVERSITY'S rights to said jointly owned inventions and discoveries. The provisions of article 8.3, 8.4, 8.5, 8.6 and 8.7 shall apply to such an option.~~

408 8.3 — ~~SPONSOR shall indicate to UNIVERSITY in writing, within thirty (30) days of receipt of invention disclosure, whether it wishes UNIVERSITY to file a patent application on the invention, if applicable, or whether it wishes UNIVERSITY to register a copyrightable material.~~

408 8.4 — ~~UNIVERSITY agrees to grant and hereby grants SPONSOR an option to secure a royalty bearing license under reasonable terms, with the right to make, use and sell, have made and have used, the claimed invention of any patent which is based on any invention conceived and reduced to practice during the term of this Agreement. Such option shall be in effect and exercisable for ninety (90) days from the date of filing of a U.S. patent application under this Agreement or for ninety (90) days from the date of receipt of notice of such a filing by SPONSOR whichever date is earlier.~~

408 8.5 — ~~The license, which will be exclusive, will include a royalty rate in an amount to be negotiated in good faith by both UNIVERSITY and SPONSOR at the time SPONSOR decides to exercise its option. SPONSOR shall have the rights under the license to sublicense and shall have the sole right to designate the terms of any sublicense, provided that UNIVERSITY shall receive, at a minimum, the royalty rate expressed in the license between UNIVERSITY and SPONSOR, and fifty percent (50%) of any other remuneration received by SPONSOR from sub licensees.~~

408 8.6 — ~~At the time of exercise of the option, SPONSOR shall indicate in which foreign countries it wants a patent application filed. Rights to such foreign countries shall be included in the patent rights under any license between UNIVERSITY and SPONSOR.~~

8.7 — ~~SPONSOR shall reimburse UNIVERSITY for all filing, prosecution and~~



~~maintenance costs for all patent applications and all issued patents filed at the request of SPONSOR. Any such patent applications shall become part of the patent rights in any license between UNIVERSITY and SPONSOR. SPONSOR shall also reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all other patent applications and issued patents which become part of the patent rights in any license Agreement between UNIVERSITY and SPONSOR.~~

Article 9.0 **TERMINATION**

9.1 SPONSOR may terminate this Agreement prior to the designated term for breach of any of the terms or conditions of this Agreement by UNIVERSITY after giving UNIVERSITY thirty (30) days to cure such breach. .

9.2 Upon early termination of this Agreement by SPONSOR, SPONSOR shall pay all costs incurred by UNIVERSITY as of the date of notice of termination pursuant to this Agreement.

Article 10.0 **SOVEREIGN IMMUNITY AND NEGATION OF WARRANTY**

10.1 UNIVERSITY AND SPONSOR are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their agents or employees to the extent required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity is applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

, 10.2 UNIVERSITY makes no representation other than those specified in this Agreement. UNIVERSITY makes no express or implied warranties of merchantability of fitness for any particular purpose of data or technical information derived from this PROJECT.

Article 11.0 **ASSIGNMENT**

11.1 This Agreement may not be assigned by either party without the prior written Agreement of the other party.

Article 12.0 **PUBLICITY**

12.1 Neither party may use the other party's name or = the names of the other party's personnel , in any publicity, advertising, or news release without the prior written approval of the other party.

Article 13.0 NOTICES

13.1 Notices, invoices, payments and other communications hereunder shall be deemed to have been made when mailed first class, postage prepaid, with a copy , by e-mail, and addressed to the party at the address given below, or such other address as may hereafter be designated by notice in writing:

CITY OF FORT LAUDERDALE

For All matters:

Executive Director
Fort Lauderdale Community Redevelopment Agency
100 N Andrews Ave
Fort Lauderdale, Florida 33301

FLORIDA ATLANTIC UNIVERSITY

For Administrative matters:

Jeri Beel
Proposal and Contract Administrator
Division of Research
Florida Atlantic University
777 Glades Road, Admin. 2
Boca Raton, FL. 33431-0991
jbeel@fau.edu

For Technical matters:

Eric Dumbaugh, PhD, AICP
Director of Transportation and Livability
Center for Urban and Environmental

Solutions

Florida Atlantic University
777 Glades Road, SO-44
Boca Raton, FL. 33431-0991
edumbaugh@fau.edu

Article 14.0 **MISCELLANEOUS**

14.1 UNIVERSITY and SPONSOR agree that the PROJECT SUPERVISOR AND PERSONNEL are acting as employees of UNIVERSITY and not as agents or employees of SPONSOR.

14.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors.

14.3 This Agreement shall be governed by and construed according to the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

14.4 UNIVERSITY agrees to comply with all applicable local, state and federal law in the performance of the Project pursuant to this Agreement.

14.5 This Agreement embodies the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

14.6 No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by their duly authorized employees.

14.7 Upon termination of this Agreement, neither party shall have any liability to the other, except for any provisions of this Agreement which by their nature extend beyond the termination or expiration until fulfilled and shall bind the parties and their legal representatives, successors and assigns.

14.8 The UNIVERSITY shall abide by the Financial Conflict of Interest (FCOI) federal regulations (42 CFR Part 50 Subpart F and 45 CFR Part 94) revised effective September 26, 2011.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK][SIGNATURE PAGE TO FOLLOW]

FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY

Jonda K. Joseph
CRA Secretary

By: [Signature]
John P. "Jack" Seiler, Chair

By: [Signature]
LEE R. FELDMAN, Executive Director

Approved as to form:
[Signature]
Assistant CRA General Counsel

ATTEST:

By: [Signature]
Print Name: TRACY VUONG
Corporate Secretary

FLORIDA ATLANTIC UNIVERSITY BOARD
OF TRUSTEES

By: [Signature]
Print Name: Nancy Thoman
Associate Director, Sponsored Programs

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Falm Beach

The foregoing instrument was acknowledged before me this 6th day of April, 2015, by Nancy Thoman as chair for Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)
(Print, Type, or Stamp Commissioned Name of Notary Public)



Personally Known ☒ OR Produced Identification ☒

Type of Identification Produced FL drivers license

APPENDIX A

SCOPE OF WORK

**URBAN INTERVENTIONS:
SISTRUNK STORY SHARE & STORY SQUARE
PROPOSAL**

Submitted by
Center for Urban and Environmental Solutions (CUES)
School of Urban and Regional Planning (SURP)
Florida Atlantic University
777 Glades Rd. SO Building #44, Suite 284
Boca Raton, FL 33431

For all questions contact:
Frank Schnidman, J.D., LL.M.
Henry D. Epstein Distinguished Professor and Executive Director, CUES
Phone: (561) 297-4166
E-mail: schnidma@fau.edu

URBAN INTERVENTIONS: SISTRUNK STORY SHARE & STORY SQUARE

Overview

The Fort Lauderdale Community Redevelopment Agency (CRA) for the Northwest Progresso Flagler Heights Area (NPF-CRA) desires to engage the Center of Urban and Environmental Solutions (CUES) at the School of Urban and Regional Planning (SURP) at Florida Atlantic University (FAU) to encourage street life and civic engagement along the Sistrunk Boulevard Corridor through the implementation of two (2) Urban Interventions. An Urban Intervention is the name given to a number of different types of activist design and art and cultural practices, activities that typically respond to and engage the local community, its identity, the built environment, and public and private spaces. The collaboration among the City, CRA and CUES supports the mission of the NPF-CRA:

Sistrunk Boulevard is in the heart of the Northwest Progresso Flagler Heights Community Redevelopment Agency (NPF-CRA). The mission is to revitalize and rebuild, restore and renew, and reconnect the present and future to the past.

CUES will work with the CRA on innovative civic engagement strategies and innovative planning solutions that are driven by the cross-sectoral collaboration among culture, arts, redevelopment and economic development. In addition, the Sistrunk Boulevard Corridor has unique planning opportunities and challenges that are representative of a neighborhood typology that is repeated from Miami-Dade County to Palm Beach County. This provides FAU with an excellent opportunity for faculty research on current planning issues, as well as on innovative approaches to these issues, while providing the next generation of planners, FAU Urban and Regional Planning students, with hands-on real-world experience. The solutions that will be created and the process used will serve as a model for other neighborhoods that are also in CRA Redevelopment Areas in Fort Lauderdale and throughout the South Florida region.

This partnership of the CRA and CUES will implement the two (2) Urban Interventions, providing the Sistrunk Corridor with major activities, resulting in six (6) deliverables, culminating in a final report submitted on or before September 18, 2015.

CUES will provide the NPF-CRA, the following deliverables:

- 1) Outreach Sessions
- 2) Media and Promotional Campaign
- 3) Two Urban Interventions, including Time Lapse Photography of each Intervention
- 4) Event Webpage
- 5) Street Life Study
- 6) Final Report and Recommendations

**Proposal to the Fort Lauderdale,
Community Redevelopment Agency
by
Center for Urban and Environmental Solutions (CUES)
School of Urban and Regional Planning
Florida Atlantic University
for a
Livable South Florida Project: Urban Interventions**

This proposal details the activities that will be undertaken by the Florida Atlantic University (FAU) Center for Urban and Environmental Solutions (CUES) to encourage street life and civic engagement along the Sistrunk Boulevard Corridor in Fort Lauderdale, Florida. The initial set of activities will result in two (2) Urban Interventions to be completed on or before August 3, 2015. The effort will result in six (6) deliverables, culminating in a final report submitted on or before September 18, 2015.

An Urban Intervention is the name given to a number of different types of activist design and art practices, activities that typically respond to and engage the local community, its identity, the built environment, and public and private spaces.

Introduction

Over the past few years, the Sistrunk Boulevard Corridor in Northwest Fort Lauderdale has had an aesthetic overhaul. \$15 million was spent on infrastructure, lane reduction, traffic calming, undergrounding utilities, additional on-street parking, wider sidewalks, decorative streetlights, median and landscape enhancements, and new bus shelters. The Sistrunk Boulevard Corridor is a good example of successful physical urban redevelopment, in an effort to bring back the cultural life that is so much a part of the history of the Corridor.

Sistrunk Boulevard is in the heart of the Northwest Progresso Flagler Heights Community Redevelopment Agency (NPF-CRA) Redevelopment Area. The mission of the NPF-CRA is to revitalize and rebuild, restore and renew, and reconnect the present and future to the past.

Known for art, music, and culture, Sistrunk Boulevard and Northwest Fort Lauderdale was home to Cannonball Adderley, the Victory Theater, and the Windsor Club, locations where artists like Duke Ellington and Ray Charles performed. Today, art lovers can visit the newly opened Midtown Commerce Center for regular art shows by local artists. For history buffs, the Eula Johnson House and Welcome Center and NAACP Headquarters displays much of the Fort Lauderdale Civil Rights history, and the African American Research Library covers both art and history.

In addition to the infrastructure enhancements, since 2007 many new physical redevelopment projects have been completed, providing positive change along this historic Corridor. Smith Plaza, Sixth Street Plaza, Midtown Commerce Center, Mack King Carter Enrichment Center, Northwest Gardens, and the Eula Johnson House and Welcome Center have provided an upgraded, sophisticated look to Sistrunk Boulevard. With the 2012 opening of Shoppes on Arts Avenue, with tenants such as Save-A-Lot, Bank of America and Family Dollar, Sistrunk Boulevard is returning to a place of self-reliance, community, economic development and economic empowerment.

As stated, physically, Sistrunk Boulevard is coming back. Now is the time to examine, study and implement programs and projects to engage the community in the re-birth and revitalization of the Corridor. It is the goal of the FAU CUES Urban Interventions to enhance this place for opportunity - opportunity for an area that once housed doctor's offices, and law firms and restaurants and jazz clubs, and help foster greater community engagement allowing the Corridor to return to an attractive place where people can again live, eat, work and play without having to travel far distances. The City of Fort Lauderdale and the CRA recognize that this is a place for opportunity – opportunity for the up and coming business person to bring ideas to the table about new sustainable projects for the Corridor, as well as for current residents to not only enjoy a better quality of life, but also to have access to local employment opportunities. The City and CRA have also undertaken substantial efforts to foster the Corridor as the place for opportunity for the young college student to be able to return home and work in their community rather than moving on because the opportunity has been created for positive local growth and development.

Background Meetings

This FAU CUES Urban Intervention project begins with individual meetings with key community leaders and stakeholders and potential project partners. These meetings are used to develop a better understanding of the current critical issues facing the Sistrunk Boulevard community, as well as to encourage participation in the preparation and execution of the Urban Interventions. While the appropriate individuals, groups, and organizations will be identified as part of this contract, the CUES team expects involved stake holders to include, at a minimum, elected officials and staff from the City of Fort Lauderdale and the CRA, Dillard High School, local arts organizations, the African American Research Library and Cultural Museum, and local civic leaders.

Outreach Sessions

Between two and four (2-4) outreach sessions are conducted to elicit ideas about the types of interventions that are desired by the community. The results of these outreach sessions will be reported back to the community, posted on a project webpage, and will serve as a guide for the

activities that follow.

Planning and Preparation

The results of the background activities and outreach sessions will provide a guide for the completion of the Urban Intervention exercises. The planning and preparation for the event will entail work sessions with community stakeholders, organized around a series of “build days” focused on designing and executing the interventions.

Media and Promotional Campaign

This task will include a formal promotion and outreach program intended to spotlight the interventions themselves, as well as to create a sense of “energy” around the broader Sistrunk Boulevard Corridor. The campaign will include preparation of a formal media kit for the events consisting of a press release, a three-fold color flyer, a promotional post card and a social media campaign promoting the Urban Interventions, as well as a project web page regularly detailing the progression of the projects.

Urban Interventions

As discussed, two Urban Interventions will be conducted along the Sistrunk Boulevard Corridor. While the exact nature of these Urban Interventions will emerge from the community through meetings and the outreach sessions. From these programmed events designed to generate street life, the result anticipated will be some temporary (or permanent, if desired) modifications to the built environment.

Street Life Study

In addition to the two Urban Interventions, CUES researchers will also conduct a Street Life Study of the Urban Interventions’ approximate site locations. This Study will document how people currently use the specific sections of Sistrunk Boulevard where the Urban Interventions will be planned and will include detailed information on their characteristics, including the levels of activity throughout a “typical” day. The Study will further capture the approximate ages of the persons using the site, how they congregate into groups (e.g., singles, couples, families, multiple-person groups), as well as the total duration of activity. This information will be instructive for better understanding of how Sistrunk Boulevard is currently used, and for identifying and determining the types of marketing or interventions that can be used to attract missing groups to the area, as well as to encourage current users of the Boulevard to take fuller advantage of the Corridor.

Final Report and Recommendations

A final report will be prepared that documents the results of this FAU CUES project. This final report will include a summary of the outreach activity, the results of the Street Life Study, as well as detailed documentation of the Urban Intervention events themselves. Lessons learned from the Urban Interventions will be identified and used to create specific recommendations for building upon the experience gained.

Project Deliverables

- 1) Outreach Sessions
- 2) Media and Promotional Campaign
- 3) Two Urban Interventions, including Time Lapse Photography of each Intervention
- 4) Event Webpage
- 5) Street Life Study
- 6) Final Report and Recommendations

The Center for Urban and Environmental Solutions (CUES)

The Center for Urban and Environmental Solutions, CUES, was initially established as the Joint Center for Environmental and Urban Problems (Joint Center) in July 1972 by Dr. John M. DeGrove. The Joint Center was formed as an academic center to focus on applied research and public service, to provide the opportunity for both Florida Atlantic University (FAU) and Florida International University (FIU) to work together to assist local, regional and State agencies find better ways to manage the State's growth. Over the years the Joint Center reached out to other State Universities, as well as participating in numerous efforts around the Nation and beyond, to draw upon the experience gained by others to provide the best strategies for Florida.

With the dawn of the 21st Century, the Joint Center both had a name change and ended the formal affiliation with FIU. Seeking to address solutions rather than problems, the new name selected more appropriately described the current functions of the Center—the Center for Urban and Environmental **Solutions**.

A key assumption that shaped and continues to shape the Center's activities is the strong conviction that urban and environmental issues are in fact joined, and that you cannot deal with one without the other. This assumption rejects the notion that you can have a clean environment or a strong economy, but not both.

As an applied research center and public-service unit, CUES is not directly involved in teaching, although many of its staff do teach courses in the School of Urban and Regional Planning and lecture in the various Institute of Government continuing education seminars and conferences. In addition, its applied research and public-service project reports have a major positive impact on teaching at FAU and many other colleges and universities.

CUES continues the legacy of Dr. John M. DeGrove to conduct research and community engagement aimed at producing and making available research results to public and private agencies attempting to address urban and environmental problems. That was the Center's goal at the beginning in 1972, and it is still the goal more than 40 years later.

Personnel

CUES Executive Director Frank Schnidman will be responsible for this engagement, and will be responsible for the timely completion of all six deliverables. Key staff assisting Schnidman will be School of Urban and Regional Planning (SURP) Professor Eric Dumbaugh, who is the Director of Transportation and Livability for the CUES Livable South Florida Project, which includes Urban Interventions, Abacoa Living Laboratory and Livable Transportation Initiatives; SURP Instructor and Urban Interventions Project Manager Sherryl Muriente; and CUES Livability Studies Project Director Nicole Estevez. In addition, Webmaster Aubrey Craun will assist as needed with the technical aspects of the engagement. Finally, students and alumni will be involved in the planning and implementation of the deliverables.

Biographical Information on Key Personnel

Frank Schnidman, J.D., LL.M. (CUES DIRECTOR) is the **Henry D. Epstein Distinguished Professor** of Urban and Regional Planning at the School of Urban and Regional Planning (SURP), Florida Atlantic University (FAU). He also serves as the Executive Director of the School's Center for Urban and Environmental Solutions (CUES). He teaches both redevelopment and economic development courses, and organizes and chairs numerous seminars and conferences. At CUES, he is implementing the reactivation of this applied research center, begun in 1972 by Dr. John M. DeGrove, the "Father" of Growth Management in Florida.

Professor Schnidman has a Doctor of Jurisprudence (J.D.) degree and a Masters of Laws (LL.M.) degree in Environmental Law (1975) and has spent more than thirty years dealing with sophisticated land policy and land use regulatory issues as both a practicing attorney and as an academic. He is a national leader in continuing professional education, having chaired ALI-ABA land use related programs annually since 1977, as well as organized and participated in hundreds of other seminars and conferences in the United States, Europe, Africa and Asia. He has served as the Staff Director of the New York State Joint Legislative Committee on Metropolitan and Regional Areas Study, and as a consultant to the Council of State Governments, the National Conference of State Legislatures and the National Governor's Association. He has also served as a consultant to the U.S. Department of Justice, the U.S. Department of Housing and Urban Development, and the U.S. Department of Agriculture. Schnidman has served as Executive Director of the Fort Lauderdale Downtown Development Authority and was the founding Executive Director of the Downtown Fort Lauderdale Transportation Management Association. He served as the founding Executive Director of the North Miami Community Redevelopment Agency.

He has taught both planning law and land development law at a number of universities, including serving two years as a Visiting Scholar at Harvard Law School. Prior to returning to Florida Atlantic University, Schnidman practiced law with the international law firm of Greenberg Traurig after serving as Director of the University of Miami School Of Law Graduate Program in Real Property Development.

Frank's redevelopment experience runs from college internships in the late 1960s with Neighborhood Legal Services and President Lyndon Johnson's "Great Society" Model Cities Program, to the recent debate on the appropriate use of eminent domain for economic development played out in June 2005 in the United States Supreme Court in Kelo v. City of New London. He wrote the amicus curiae brief in the case for John Norquist, President of the Congress for New Urbanism, a brief that was cited by Justice Stevens in the Court's majority opinion. He also wrote an amicus brief to the United States Supreme Court for the National Association of Manufacturers in Agins v. Tiburon (1980).

In addition, since 1991, he has chaired FAU Institute of Government redevelopment seminars, including the courses, "The ABCs of CRAs," "Revisiting the Redevelopment Plan," "The ABCs of Public Private Partnerships," and "CRA Projects: Financing in a Time of Decreasing Revenues." Most recently, he has served as the Chair of the International Jury in the "Tohoku Recovery International Academic Competition," focused on graduate school proposals for the redevelopment of the area of Japan hit by a major tsunami in March 2011. Also, Schnidman and SURP, in cooperation with the Warsaw School of Economics (Poland) and the European Union Social Fund (ESF), are developing new courses on eco-innovations in cities.

Frank Schnidman is admitted to practice law in Florida, California, New York and the District of Columbia, and has been a member of ULI-the Urban Land Institute for 36 years. He is a charter member of the ULI Japan Council. In 1984 he was named a ULI Fellow "By virtue of recognized service and contribution of knowledge and experience in the fields of sound land use and urban development."

Dr. Eric Dumbaugh, Ph. D., AICP (Principal Investigator) is an Associate Professor of the School of Urban & Regional Planning and Program Coordinator for the Master of Urban & Regional Planning program. He holds a Ph.D. in Civil and Environmental Engineering from Georgia Tech, and master's degrees in Civil Engineering and City Planning, also from Georgia Tech. His research areas include street and community design, urban mobility, transportation systems planning, and the effects of transportation investments on sustainability and livability. Dr. Dumbaugh's published works include "Safe Urban Form: Revisiting the Relationship between Community Design and Traffic Safety," which received the 2009 award for Best Paper from the *Journal of the American Planning Association*, and "The Design of Safe Urban Roadsides," which received the Transportation Research Board's 2006 Award for Outstanding Paper in Geometric Design.

Sherryl Muriente, MURP, Assoc. AIA is an Instructor in the School of Urban and Regional Planning at Florida Atlantic University. Her passion for experiential education brings a hands-on approach that she acquired through architectural studio training into other disciplines, like urban planning and urban design. She is the visionary and Creative Director of various art installations, where she uses art as a tool to communicate and engage with communities in collaborative design work. Her passion for generating local awareness of our profession

through small scale urban intervention projects generates a new sense of participatory activities in the city.

As a mediator between people and cities, her inspiration derives from the years she collaborated with both Casagrande & Rintala Architectural Firm and C-Lab from Finland. Through this practice, she worked in large architectural installation work, as well as, participating as an art performer in various urban settings in Puerto Rico, Taiwan, and Italy. Today her work and research concentrates on the notion of Urban Acupuncture and the use of grounded theory as a method to find contextually appropriate design solutions that revitalize cities.

Sherryl graduated from FAU's Master of Regional Planning program in 2009, for which she received the Excellence in Planning Fellowship Award. Prior to the Master's Degree, she also graduated in 2007 with a Professional Bachelor's Degree in Architecture from FAU. Sherryl has been involved in the AIA Palm Beach Chapter as a Chapter Director in 2013. During her term she was awarded AIA Palm Beach Educator of the Year. She will be serving, in 2014, as a State Director for AIA Palm Beach, as well as, Regional Associate Director for the Florida-Caribbean Region.

Nicole Estevez, MURP is the Project Manager for the Center of Urban and Environment Solutions. She handles the day-to-day organization, project timelines, and report creation for various research project conducted under CUES and SURP. Successfully managing between four to six Graduate Research Assistants during the school year, she supervises their research tasks and assignments with successful timely completion of all deliverables to date. Nicole has a Master's in Urban and Regional Planning completed in 2013.

Aubrey Craun (Web Developer) is the primary web developer for the College for Design and Social Inquiry. He started doing web development for the College in 2000 while finishing up his B.Arch. degree coursework at FAU's School of Architecture. He has over 15 years of experience in front-end development. His responsibilities are creating and maintaining all department websites within the College, including development of interactive database driven web applications.

Related Experience and Capabilities

CUES has a long history of projects and programs, but for the discussion in support of this proposal, only a selection of recent Urban Interventions will be mentioned.

Better Block Fort Lauderdale

Better Block Fort Lauderdale transformed the 500 Block of NW 1st Avenue in Fort Lauderdale, the heart of the City's FAT Village Arts District, into a shared space. Through the temporary installation of street trees, landscaping, and pop-up shops, the location was designed to safely

accommodate pedestrians and cyclists alike, creating a forum for enhancing the civic life of the community.

The Purple Line Project

The Purple Line project sought to highlight the opportunities—and challenges—associated with the All Aboard Florida Project, the new passenger rail service projected to run along the FEC line in South Florida. This project created a model transit station under a highway overpass in Miami's Design District to highlight the role that world-class transit facilities can have on the arts, culture, and civic life of the community. It further highlighted the need for the creation of safe facilities for pedestrians and cyclists accessing the station.

C'est La Via: Rethinking the Alleyways

C'est La Via: Rethinking the Alleyways is an urban design demonstration meant to transform alleys into useable, livable and walkable spaces. The initial project site, south of the 300 block of Clematis Street and just north of Datura Street in West Palm Beach, converted the area into bustling and vibrant "vias" filled with art, music, landscaping, food vendors, and other activities. This Urban Intervention focused on creative placemaking that aims to transform the larger urban context by identifying existing social networks and strengthening them through open communication, engagement in activities, and physical connections. This type of Urban Intervention serves as a tool for temporarily rebuilding ignored public spaces in order to show the potential this has to permanently become an active and successful place.

Park(ing) Day

Park(ing) Day's mission is to call attention to the need for more urban open space, to generate critical debate around how public space is created and allocated, and to improve the quality of urban human habitat. PARK(ing) Day, a global movement that began in 2005, is an annual event where citizens, artists, and activists collaborate to temporarily transform metered parking spaces into "PARK(ing)" spaces, or temporary public spaces. The purpose is to create new forms of temporary public space in urban contexts around the world, to help bring attention to these issues and hopefully empower residents to rethink the use of their public spaces. In 2012-2015, SURP scheduled the event for Friday, September 21 from 10 a.m. to 4 p.m. in front of the Broward County Courthouse, 201 SE Sixth Street, in downtown Fort Lauderdale.